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AGREEMENT
BY AND BETWEEN
THE CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
AND THE
THE CENTRAL ISLIP PSYCHOLOGISTS' ASSOCIATION

July 1, 1997 - June 30, 2002

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement made the _____ day of _____, 1998 by and between the **BOARD OF EDUCATION, CENTRAL ISLIP UNION FREE SCHOOL DISTRICT**, Town of Islip, Suffolk County, New York, hereinafter called the "Board" and **THE CENTRAL ISLIP PSYCHOLOGISTS' ASSOCIATION**, hereinafter called the "Association."

ARTICLE I - EXCLUSIVE RECOGNITION

The Board hereby recognizes the Association as the exclusive negotiating and bargaining agent for the school Psychologists in the negotiating unit for the purpose of negotiating provisions relating to the terms and conditions of employment in accordance with the provisions of this Agreement and of the Public Employees' Fair Employment Act. This recognition shall extend during the period of this Agreement and any renewal thereof or until another employees' organization is recognized or certified under the appropriate provision of law.

ARTICLE II - TERM OF AGREEMENT

This Agreement shall take effect July 1, 1997 and shall remain in full force and effect without change until June 30, 2002.

ARTICLE III - SALARIES

The Board and the Association agree that the salaries of the personnel covered by this Agreement shall be paid in accordance with the schedules which are attached hereto and made a part hereof and marked "Appendix A"; "Appendix B"; "Appendix

C" and "Appendix D."

The Psychologists are to receive a \$500.00 stipend increase on July 1st in the third year of the Agreement (1999-2000) and on July 1st in the fifth year of the Agreement (2001-2002).

ARTICLE IV - INSURANCE AND ANNUITIES

The Board will provide the following insurance:

A. The Board agrees to adopt that plan of health insurance offered to school districts by the New York State Department of Civil Service in which premiums for individual coverage under the same option will be paid 100% by the District of the term of the Agreement.

Should the employee elect other available options the District will contribute a dollar amount toward payment of the premium equal to the amount that the District would pay had the employee elected the Blue-Cross, Major Medical option and the employee will contribute the balance of the premium. Health insurance will not be available to substitute or temporary employees.

B. The Board will cover all Psychologists with a \$50,000 life insurance policy effective the date of this Agreement.

C. Those employees who are not to be re-employed or leave at the end of the school year may, at their option, and at their own cost and expense, maintain the health insurance up to August 31, through the District.

D. A dental plan and long term disability plan will be made available similar

to, or the same as, that provided in the Central Islip Teachers' Association contract. The amount to be contributed by the employer is to be the same proportion as that provided for in the Central Islip Teachers' Association contract.

ARTICLE V - SICK LEAVE

A. Personnel covered by this Agreement shall be entitled to fifteen (15) sick leave days per year, to be accumulated at the rate of fifteen (15) days per year. Unused sick leave days will be accumulated from year-to-year up to 180 days.

B. Upon request of the Superintendent, or his representative, personnel will submit a medical certificate and/or a written statement setting forth the reasons for the aforementioned leave.

ARTICLE VI - PERSONAL LEAVE

A. Personnel covered under this Agreement shall be entitled to five (5) personal leave days per year. Unused personal leave days will accumulate at the end of each year as part of the unused sick leave day total.

B. Application for personal leave shall be made in writing, not less than two (2) school days before taking such leave; the applicant shall not be required to state the reason for taking such leave. In the event of any emergency, the two (2) school days notice may be waived by the Superintendent, or his representative, upon the submission of a satisfactory written explanation as to the nature of the emergency.

ARTICLE VII - MILEAGE

Psychologists who are assigned to more than one school per day will be compensated at the prevailing District rate for authorized automobile mileage.

ARTICLE VIII - TERMINAL LEAVE

Pay shall be calculated as follows:

100% of the Psychologist's per diem rate (annual salary divided by 180) at the time of retirement. Such leave shall be calculated on the on the basis of one (1) day of leave for each day of accumulated unused sick leave to a maximum of 180 days.

Such leave of absence shall begin on July 1st following the conclusion of the school year in which the Psychologist declares his intent to retire. Such leave will be granted to the Psychologist who:

- a. has been a member of the professional staff in the District for fifteen (15) years or more;
- b. is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Teachers Retirement System;
- c. will retire on the day immediately following the final day of his leave of absence with pay;
- d. duly and timely executes the written application as prescribed by the Board of Education of this District.

If death should occur after proper notice is given, before actual retirement, all

benefits will be paid to the employee's beneficiary if designated, otherwise to the estate of the employee.

At the option of the District, terminal leave pay may be made in a lump sum payment.

Health Insurance on Retirement

On retirement only, after fifteen (15) years of service in this District, the District will pay in full the cost of the Statewide premium for health insurance for the Psychologist and dependents.

ARTICLE IX - LEAVE BENEFITS

Unit members can return from a leave of absence at any time during the school year provided the District is notified of the date of return at the time the leave is taken; any request to return from a leave prior to the "date of return" will be granted within the sole discretion of the District.

ARTICLE X - LIMITATION CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that the negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. This Agreement contains the full substance of all agreements made by and between the parties hereto and, except as modified pursuant to the provisions of this Agreement, all terms and conditions of employment for the employees covered by

this Agreement and all rules, regulations, procedures and policies and operations of the Board shall be and remain in full force and effect to the extent that they are not otherwise provided for in this Agreement.

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XI - PERSONNEL FILES

Official personnel files shall be maintained under the following conditions:

1. No material critical of a Psychologist shall be placed in the file unless the Psychologist shall first have the opportunity to read the material. The Psychologist shall acknowledge that he has read such material by affixing his signature to the file copy. The signature shall indicate that he has read the material to be filed, and shall not necessarily indicate agreement with its content.
2. The Psychologist shall have the right to respond in writing within ten (10) days to any material filed, and his response shall be attached with the content.
3. Upon request of the Psychologist, he shall be permitted to examine the contents of his file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to a Psychologist's past employment references or schooling should be subject to such examination.

ARTICLE XII - GRIEVANCE PROCEDURE

A grievance procedure shall be provided as in the Central Islip Teachers Association's contract except that the Arbitration Board's decision shall be advisory only.

ARTICLE XIII - SUCCESSOR AGREEMENT

In the event that this contract terminates prior to a new contract having been agreed upon, the parties agree to continue to be bound by the provisions of this Agreement until a successor Agreement is fully ratified. The benefits of the successor Agreement shall be applied retroactively where applicable.

ARTICLE XIV - TEMPORARY LEAVE

Psychologists will be entitled to the following temporary leaves of absence with pay following temporary leaves of absence with pay each school year:

1. Up to three (3) days, singly or consecutively, in the event of death or serious illness requiring bedside or household attention by the Psychologist or the Psychologist's spouse, child, parent, grandparents, brother or sister.

At the discretion of the Superintendent, proof of death may be requested. Such proof as Mass card, obituary notice, death certificate, will satisfy such proof.

2. A one (1) day leave will be allowed in the case of the death of an immediate in-law.

3. Psychologists may request two (2) days per year to attend meetings or

conferences of an educational nature, or to visit schools, institutions, or facilities in which District students are in attendance. Requests for such leave shall be made in writing to the Superintendent. Permission to grant such leave shall be at the discretion of the Superintendent.

ARTICLE XV - TRANSFERS

No Psychologist will be transferred, except in an emergency, unless he/she receives 30 days' prior written notice. The District further agrees that where the transfer of a Psychologist is necessary, then it shall first transfer any volunteer.

ARTICLE XVI - SCHEDULING

In order to ensure efficient service to the students and parents, the Director of Special Education shall distribute a tentative listing of evaluation to be completed and CSE screening dates for July and August to each psychologist by the first Monday in June. Any additions or deletions to the list will be made in writing and copies will be immediately sent to each psychologist.

ARTICLE XVII - AGENCY SHOP

The Central Islip Board of Education does hereby agree (effective September 1, 1985) that no later than fifteen days after the effective date of employment, each employee will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee;

provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted.

The Association shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

Any person making service fee payments to the Association in lieu of dues under agency shop provisions in the Association's Collective Bargaining Agreement, shall have the right to object to the expenditure of his/her portion of any part of an agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures by the organization in aid of activities or cause of political or ideological nature only incidentally related to terms and conditions of employment.

Such objections shall be made, if at all, by the objector individually notify the Union President and Treasurer of his/her objection by registered or certified mail, during the period between September 1 -15 of each year.

ARTICLE XVIII - STATUTORY CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION

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11 10

**OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING
ADDITIONAL FUNDINGS THEREFORE SHALL NOT BECOME EFFECTIVE
UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

MEMORANDUM OF AGREEMENT

AGREEMENT made this 12th day of February, 1998 between representatives of the **CENTRAL ISLIP UNION FREE SCHOOL DISTRICT** and **THE CENTRAL ISLIP PSYCHOLOGISTS' ASSOCIATION.**

1. The successor Agreement to the September 1, 1989 through August 31 1997 Agreement is to be extended for the period July 1, 1997 through June 30, 2002.

2. All terms and conditions set forth within the September 1, 1989 - August 31, 1997 Agreement are to continue in full force and effect except as modified below.

3. This Memorandum of Agreement is subject to ratification by the Board of Education of the Central Islip UFSD and the rank and file of the Association.

4. The Psychologists are to receive a \$500.00 stipend increase on July 1st in the third year of the Agreement (1999-2000) and on July 1st in the fifth year of the Agreement (2001-2002).

5. A new Article XV - Scheduling - to be added as follows:

In order to ensure efficient service to the students and parents, the Director of Special Education shall distribute a tentative listing of evaluations to be completed and CSE screening dates for July and August to each psychologist by the first Monday in June. Any additions or deletions to the list will be made in writing and copies will be immediately sent to each psychologist.

6. Article IX - Leave Benefits - to be modified as follows:

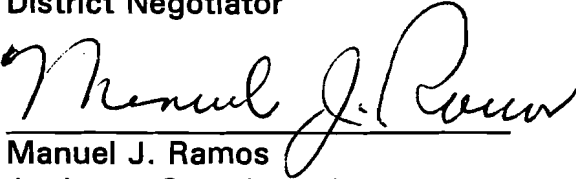
Unit members can return from a leave of absence at any time during the school year provided the District is notified of the date of return at the time the leave is taken; any request to return from a leave prior to the "date of return" will be granted within the sole discretion of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CENTRAL ISLIP UNION FREE
SCHOOL DISTRICT

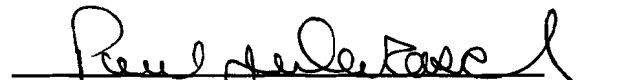


Kevin A. Seaman, Esq.
District Negotiator

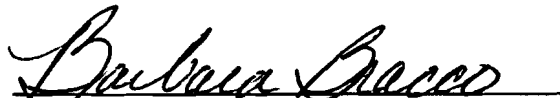


Manuel J. Ramos
Assistant Superintendent

THE CENTRAL ISLIP
PSYCHOLOGISTS' ASSOCIATION



Paul J. Derkasch, Esq.
CAS Negotiator



Barbara Bracco, President
C.I. Psychologists' Association