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SEC 16487

AGREEMENT

BETWEEN

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

AND

IRONDEQUOIT EDUCATIONAL SECRETARIES
ASSOCIATION

JULY 1, 2007 – JUNE 30, 2011

RECEIVED

NOV 27 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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

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WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
321 List Avenue
Rochester, NY 14617

**AGREEMENT BETWEEN THE WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
AND THE IRONDEQUOIT EDUCATIONAL SECRETARIES ASSOCIATION**

July 1, 2007 – June 30, 2011

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act), to encourage effective and harmonious relationships between the West Irondequoit Central School District and the clerical employees of that school district, represented by the Irondequoit Educational Secretaries Association, THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 24th day of May, 2007, by and between the School District and the Association.

DEFINITIONS

- A. **CLERICAL EMPLOYEES** - Unless otherwise indicated, all secretaries, receptionists, library clerks, account clerks, and general clerks shall be referred to as "clerical employees".
- B. **ASSOCIATION** - The term "Association" means the Irondequoit Educational Secretaries Association.
- C. **DISTRICT** - The term "District" means the West Irondequoit Central School District.

GUIDELINES FOR NEGOTIATIONS

Principles

- 1. The West Irondequoit Board of Education will furnish on request such information as is available to the Board concerning financial resources of the District and tentative budgetary requirements and allocations.
- 2. Joint meetings between the negotiating committees of the Board and the I.E.S.A., mutually agreed to by both committees, and scheduled during the school day, will be attended by members of the clerical negotiating committee without loss of pay.

Procedures

- 1. Discussions of certain terms and conditions of employment, including preliminary information meetings between the Administrative Staff and representatives of the Association, may be cooperatively arranged by the Board of Education and the Association on matters of mutual concern.

Procedures, continued

2. Meetings for the purpose of negotiating a successor agreement may be initiated at the written request of either party by February 15, 2011.
3. The negotiations representatives of each party will be delegated the power and authority to make and consider proposals, and to suggest compromises, in the course of negotiations.

Miscellaneous Provisions

1. The President of the Association will receive from the Board written notification of proposed new policies or policy revisions.
2. The Agreement shall supersede any rules, regulations, or practices of the Board of Education, which shall be contrary to or inconsistent with its terms. For the term of the Agreement, its provisions shall be considered part of the established policies of the Board.
3. Copies of this agreement shall be duplicated and distributed to all clerical employees by the Board within three weeks after its execution. Each clerical employee hired after this initial distribution shall receive a copy of the current Agreement at the time of employment.

ARTICLE I - RECOGNITION

The School District recognizes the Association pursuant to Public Employees Fair Employment Act as the exclusive negotiating representative for all clerical employees.

ARTICLE II - EMPLOYMENT

Section 1 - Salary Notices

Salary notices for 2007-08, 2008-09, 2009-10, and 2010-11 will be sent to all clerical employees no later than June 15th of each year.



ARTICLE II

Section 2 - Employment Basis – Schedule A

<u>Job Title/Location</u>	<u>Hours/Day</u>	<u>Days/Year (excluding Pd.Hol.)</u>
Attendance Clerk-Dake	19.5 hours per week	Student
Attendance Clerk-IHS #1	7.5	Student
Attendance Clerk-IHS #2	7.5	Student
Audio-Visual Clerk-IHS	5.5	Student
Bookstore Clerk - IHS	7.5	Student
Coordinator's Clerk-IHS	6.25	Student plus 2 days
Community Education Clerk	10 hours per week	Student + 12 days
Guidance Clerk #2 – IHS	7.5	12 months
Health Office Clerk-Dake	5	Student
Health Office Clerk-Iroquois	5.75	Student
Health Office Clerk-IHS	7.0	Student + 10 days
Health Office Clerk-Rogers	5.75	Student
Library Clerk-Dake	7.5	Student plus 2 days
Library Clerk-Iroquois	6.0	Student plus 2 days
Library Clerk-#1-Rogers	6.0	Student plus 2 days
Library Clerk #2-Southlawn	6.0	Student plus 2 days
Library Clerk-Brianwood	6.0	Student plus 2 days
Library Clerk-Brookview	6.0	Student plus 2 days
Library Clerk-Colebrook	6.0	Student plus 2 days
Library Clerk-Listwood	6.0	Student plus 2 days
Library Clerk-Seneca	6.0	Student plus 2 days
Library Clerk-IHS	7.5	Student plus 2 days
Library Clerk-IHS	7.5	Student plus 2 days
Music Department Clerk	10 hours per week	Student
Sub Caller	19 hours per week	Student plus 1 day
Supervisor's Support Clerk	20 hours per week	Student
Support Clerk-Iroquois	3.5	Student
Support Clerk – Rogers	5.75	Student
Teacher Clerk-Dake	6.0	Student plus 1 day
Teacher Clerk-Iroquois	5.5	Student plus 1 day
Teacher Clerk-Rogers	5.5	Student plus 1 day
Teacher Clerk-IHS	6.5	Student plus 1 day
T/LC Clerk	950 hours per year	

ARTICLE II

Section 2 – Schedule B

<u>Job Title/Location</u>	<u>Hours/Day</u>	<u>Days/Year (excluding Pd.Hol.)</u>
Account Clerk-Admin/business Office	5.0	12 months
Account Clerk-Admin/Business Office	7.5	12 months
Account Clerk-Admin/Transp -Benefits	4.5	Student plus 10 days
Account Clerk-Admin/Transp -Benefits	7.5	12 months
Athletic Director/Phys Ed Clerk-IHS	7.5	12 months
Career Center Clerk-IHS	7.5	Student
Guidance Clerk- #1-IHS	7.5	12 months
Guidance Clerk-IHS (Reception)	7.5	Student plus 14 days
Guidance Clerk-Dake	7.5	Student plus 19 days
Guidance Clerk-Iroquois	6.0	Student plus 19 days
Guidance Clerk-Rogers	6.0	Student plus 19 days
Reception Clerk/Supt Clerk-Admin	7.5	12 months
Reception Clerk-IHS	7.5	12 months
Reception Clerk-IHS	7.5	Student plus 9 days
Secretary/Student Services	7.5	12 months
Secretary/Dir of Public Information	7.5	12 months
Secretary/Asst Principal #1-IHS	7.5	Student plus 9 days
Secretary/Asst Principal #2-IHS	7.5	12 months
Secretary./Asst. Principal – Dake	7.5	Student plus 9 days
+Secretary/NB School-Briarwood	7.5	Student plus 14 days
+Secretary/NB School-Brookview	7.5	Student plus 14 days
+Secretary/NB School-Colebrook	7.5	Student plus 14 days
+Secretary/NB School-Listwood	7.5	Student plus 14 days
+Secretary/NB School- Seneca	7.5	Student plus 14 days
+Secretary/NB School-Southlawn	7.5	Student plus 14 days
Pupil Services Clerk-Dake	7.5	Student plus 12 days

+ Five (5) days shall be scheduled immediately prior to the opening of schools and five (5) days shall be scheduled immediately subsequent to the close of schools.

Section 2 – Schedule C

<u>Job Title/Location</u>	<u>Hours/Day</u>	<u>Days/Year (excluding Pd.Hol.)</u>
Secretary/Principal-Dake	7.5	12 months
Secretary/Principal-Iroquois	7.5	12 months
Secretary/Principal-Rogers	7.5	12 months
Secretary/Principal-IHS	7.5	12 months
Secretary/Dir of Environ Services	8.0	12 months
Secretary/Dir of Technology	7.5	12 months
Secretary/Dir of Standard Support	7.5	12 months
Secretary/Student Services	7.5	12 months
Support Services Clerk	7.5	12 months

ARTICLE II

Section 2

- A. All unit positions shall be set forth in Article II, Section 2 (Employment Basis) and shall be retained as specified. However, the District may reduce the number of hours per day and/ or work year specified for unit positions. Such reductions shall affect during the term of the contract no more than 12% of the number of unit positions existing as of June 30, 1984. A fraction of the number of positions shall be rounded up.
- B. An incumbent in unit positions that is reduced in hours and/or work year and who is employed in a unit position on or before September 1, 1984, shall not be reduced in hours and/or work year or any benefits provided by this Agreement.

Section 3 – Vacancies

- A. All vacancies and promotions for positions of twenty (20) or more hours per week will be filled in accordance with Civil Service Law and the Rules and Regulations of the Monroe County Civil Service Commission. A unit member appointed to a vacant position shall be placed in that position within ten (10) days of the date of the Board of Education appointment.
- B. All position openings shall be posted for ten (10) workdays prior to the time that the District acts to fill the position. For vacancies occurring during the summer, employees who are interested will leave self-addressed stamped envelopes in order to be notified of positions. The president of the Association will be notified of all promotions and vacancies within the unit. A copy of all letters of appointment to unit positions shall be provided to the Association president within one week of the date of that letter.

C. New Positions, Reclassification of Positions, Change of Job Titles

When the District establishes a clerical position which is not on the current list of job titles, District and Association representatives will confer and use Article XVI, Section 1(G) as a guide to determining the appropriate pay schedule for the position.

When the District is considering a change in a unit member's job responsibilities which might result in a change in the hourly rate paid for the position, District and Association representatives will confer and use Article XVI, Section 1(G) as a guide to determining the appropriate pay schedule.

- D. Qualified unit members who apply for a vacancy or promotion will be considered for the position before the District interviews candidates outside of the unit.
- E. The District will provide bulletin board space in each facility where unit members are employed for Association use.

ARTICLE II

Section 4 – Termination

In the event of a lay-off, the employee to be terminated will be notified in writing of this fact at least 30 days prior to the effective date of the termination. This employee shall be placed on a preferred hiring list and shall be notified for one year of clerical position vacancies for which she/he is or may become qualified.

In addition to the reductions as described in Article II, Section 2A, the District has the right to abolish positions. Such positions shall be removed from the grid. Unit members who are laid off as a result of unit positions being abolished shall be offered six (6) weeks of employment by the District at a District facility. The offer of employment shall be for six (6) weeks during the three (3) months immediately following the unit member's effective date of layoff. If the unit member accepts the offer of employment, the unit member shall be employed at the hourly rate and number of hours per day equal to the unit member's employment prior to layoff. The District reserves the right to transfer individuals.

Section 5 – Administration of Medications

Any unit member whose responsibilities include administration of medicines will be provided individual training by a school nurse no later than September 15 of each contract year. When training is provided in addition to regular work hours, it will be paid at the current hourly rate. First aid training will be provided when available. Unit members will administer medication only to self-directed students, only if a health professional is not available. (A student will be considered self-directed if he/she meets the state guidelines for self-directed.) No unit member will be responsible for doing any medical procedures.

Section 6 – Fingerprinting

The district shall pay the cost of the state and federal requirements relating to fingerprinting for unit members upon completion of a successful probationary period.

ARTICLE III – WORK WEEK

- A. The first day of the work week shall be Monday.
- B. Unit members may request compensatory time in lieu of paid overtime. A unit member may accrue no more than 40 hours already adjusted at the rate of 1.5 hours per overtime hour worked. A unit member who asks to use accrued compensatory time may be permitted to use it within a reasonable period following the request. Upon termination of employment, unused compensatory time will be paid at a rate not less than the unit member's current hourly rate.

If compensatory time is not requested or not available, work over 40 hours in the work week will be paid at time and one-half.
- C. No unit member shall have per diem stipulated in their contract without full benefits for that period.
- D. All overtime work must be approved in advance by the Assistant Superintendent for Business/Personnel.

ARTICLE IV – PAID ALLOWANCES

Section 1 – Holidays

The district agrees to provide 12 month employees, employed on a permanent basis, the following paid holidays. Such holidays will be designated at the beginning of each school year and will include the following:

Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	New Year's Day
Martin Luther King Day	President's Day
Good Friday	Memorial Day

Employees who work 191-246 days per year shall be entitled to the following paid holidays:

Labor Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Day
New Year's Day	President's Day
Memorial Day	

Employees who work the student calendar year (190 days) shall be entitled to the following paid holidays:

Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	New Year's Day
President's Day	Memorial Day

If there is a conflict because the designated holiday is a day where school is in session, the holiday will be taken at another time with mutual agreement by both parties.

Section 2 – Personal Absences

A. Allowance

Subject to the approval of the Superintendent of Schools, all permanent basis unit members may be allowed up to five (5) days absence with full pay for personal reasons during each fiscal year. Unit members employed after the beginning of the fiscal year will be allowed compensated personal absence on a pro-rata basis to the beginning of the next fiscal year. Absence for personal reasons will not be cumulative.

B. Discussion with Supervisor

Any permanent basis unit member who desires time off for personal reasons shall discuss the matter with his/her immediate supervisor at least 48 hours prior to his/her absence. Special consideration will be given in instances when it is not possible for unit member to anticipate the absence 48 hours in advance, such as family illness, death in the family, funerals, or special emergency situation.

C. Pro-Rata Allowances

Unit members employed after the beginning of the fiscal year (July 1) will be allowed personal absence with pay on a prorated basis to the beginning of the next fiscal year as follows:

<u>Employment Date</u>	<u>Number of Personal Absence Days</u>
July 1 through October 31	5
November 1 through December 31	4
January 1 through February 28 (29)	3
March 1 through April 30	2
May 1 through June 30	1

D. Reasons with Pay

In accordance with A. Allowance, absence for personal reasons to a maximum of five (5) days may be recognized under the following conditions:

1. (FF) Family Matters: e.g. illness in the immediate family*, transportation of a college undergraduate of the immediate family* to or from college at the beginning and/or closing of the school year, life threatening hospitalization of mother, father, son, daughter, current spouse, or grandchild, attendance of a school sanctioned activity that requires a parent's presence.
2. *Immediate family shall be construed to mean husband, wife, mother, father, brother, sister, daughter, son, or anyone living in the same household.
3. (BB) Business: e.g. medical appointments which cannot be scheduled outside regular working hours, member of a wedding party.
4. (LL) Personal Legal Affairs: e.g. closing on a home purchase, adoption proceedings
5. (RR) Religious Observance
6. (M) Bereavement Leave

A request which, in the opinion of the supervisor, is questionable may be brought to the attention of the Director of Personnel for action. Requests for absence for personal recreation are not covered by the Personal Absence provisions.

E. Reason without pay

At the discretion of the Superintendent of Schools, unit members may be granted permission to be absent for personal reasons without pay.

ARTICLE IV – PAID ALLOWANCES

Section 3 – Bereavement Leave

In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, relative living with the family, or someone who has served as the employee's legal guardian), the employee will be allowed the number of days absence required up to a maximum of five (5) calendar days per death without deduction of salary. In the case of death of the employee's grandparents, grandchild, mother-in-law, or father-in-law, the employee will be allowed the number of absences required up to a maximum of three (3) calendar days without deduction of salary. In the case of a brother- or sister-in-law, one (1) calendar day without deduction of salary is available.

Section 4 – Jury Duty and Court Attendance

All unit members on a permanent basis who are called for jury duty (including examination for jury duty) will receive full pay.

All unit members on a permanent basis who are subpoenaed to appear in court will receive full pay during such attendance.

Section 5 – Sick Leave

All unit members employed on a permanent basis will be allowed ten (10) days of personal sick leave at full pay during each fiscal year (July 1 - June 30). This ten-day allowance is not cumulative.

After completion of one full year of employment in the District, each unit member shall be allowed during each fiscal year the ten (10) days referred to above plus two (2) days of personal sick leave at full pay for each month of additional regular employment in the District to a maximum of 150 days.

Personnel employed after the beginning of the fiscal year will be allowed sick leave at full pay on a pro-rata basis to the beginning of the next fiscal year.

Sick leave at full pay will be granted only for personal illnesses or quarantine.

Section 6 – Substitute Calling

Effective July 1, 1999 the district agrees to arrange for the calling of substitutes for unit members.

Section 7 – Absence for On-the-Job Injuries

All unit members shall be entitled to income protection for loss of time due to injuries sustained in the course of their employment.

The amount of the income protection provided herein shall be in addition to Workers' Compensation Benefits, but the combined compensation and income protection shall in no case exceed the salary received by the unit member prior to the injury.

The Board shall determine the duration of such income protection and such duration need not equal the duration established by the Workers' Compensation Benefits.

Loss of time for injuries described herein shall not be deducted from the unit member's sick leave allowance.

For all on-the-job injuries, the District may require the unit member to be examined by the District's physician.

Section 8 – Child Care Leave

ELIGIBILITY

Full-time, permanently appointed members, defined as six (6) hours per day or more, who have a child or who adopt a child shall be granted an unpaid child care leave.

DURATION

Leaves may be requested for up to one year at a time to a maximum of two years. Approval of the second year of a child care leave is subject to the approval of the local Civil Service Commission in accordance with its regulations of leaves.

NOTIFICATION

When possible, requests for child care leave shall be made not less than thirty (30) days before the anticipated commencement of such leave.

Sixty (60) days prior to the date the leave terminates, the unit member shall notify the District of his/her intention to return or of his/her resignation.

RIGHTS UPON RETURN

On return to employment in the West Irondequoit School District, the unit member's step placement will be no less than the step placement prior to the commencement of leave.

During the period of the leave, accrual of seniority shall be in accordance with Civil Service Regulations.

Upon return to employment, the unit member will be returned to a position of equal responsibility.

ARTICLE V - VACATIONS FOR TWELVE-MONTH EMPLOYEES

Section 1

All 12-month employees who have completed one year of service shall receive ten (10) days vacation with pay. For each year of service completed thereafter, each 12-month employee shall receive one (1) additional day of vacation with pay, not to exceed twenty (20) days vacation with pay after completion of eleven (11) years of service.

Section 2

The eligibility of employees for the above vacation provisions shall be determined by computing the years of employment from the anniversary date or adjusted anniversary date of the commencement of employment.

Section 3

Vacation shall be taken at a time when such vacation does not impose hardship to the District. The employee will provide the Supervisor with the vacation request form at least three (3) weeks before the anticipated vacation. The Supervisor will give his/her approval or changes within three (3) days of the submission. It is expected that vacation will be taken at a time when school is not in session. Vacations may be taken when school is in session with the approval of the immediate Supervisor. Any changes in the vacation schedule after submission will be worked out between the Supervisor and the employee.

Section 4

All 12 month employees hired after the beginning of the fiscal year (July 1) will be allowed vacation time on a prorated basis to the beginning of the next fiscal year as follows:

Number of Vacation Days

July 1 through October 31	10
Nov. 1 through Dec. 31	7
Jan. 1 through Feb. 28 (29)	5
March 1 through April 30	3
Ma y 1 through June 30	1

ARTICLE VI - MEDICAL BENEFITS

Section 1 - Hospital-Medical Insurance: Active Employees

- A. All eligible unit members (six hours or more per day in job titles covered by this agreement) are eligible for individual or family membership in BluePoint 2 Select, which is the base plan for the district. The district will contribute 100% of the premium for the base plan. If a unit member wishes to have another BluePoint product, or a Preferred Blue Million product (including 80/20 x-ray, full outpatient and maternity riders), offered by the district, the unit member will pay the difference in cost if the chosen plan is more expensive than the district base plan.
- B. Unit members eligible for insurance will participate in a 105 plan. Members eligible for a 2-person or family plan will have \$400 deposited in their 105 plan, and members who are eligible for a single plan will have \$200 deposited in their 105 plan. 50% of the administrative fee will be paid by the employer and 50% of the administrative fee will be paid by the employee. At the time of retirement, the employee pays 100% of the administrative fee.

Section 2 - Hospital – Medical Insurance: Retired Employees

- A. Employees who have completed at least 12 years of continuous full time service in the district and have retired under the provisions of the NYS Employees' Retirement System are eligible for retiree health insurance at the same rate as if the employee were active. The active member will present to the district a letter of resignation at least 45 days prior to the retirement date. Exceptions may be appealed to the Board of Education.
- B. Retired unit members eligible for health insurance will be eligible for portability of their insurance as a reimbursement. Retirees who establish a permanent residence outside of the Rochester Blue Cross Blue Shield coverage area shall be entitled to a reimbursement of up to the annual premium of the base plan, at the same rate as if the employee were active, toward health insurance purchased in their retirement locale. Reimbursement shall be made directly to the retiree on a semi-annual basis. Proof of coverage and payment must be submitted with the request for reimbursement.
- C. For non-teaching employees, who have not become members of the NYS Employees' Retirement System, the Board of Education may make an exception and allow them access to retiree health insurance, with the appropriate years of service as defined above (Section 2, A.) However, the non-teaching employee who is not a member of the NYS Employees' Retirement System must still meet all of the requirements for retirement as set forth by the NYS Employees' Retirement System.

- D. Clerical employees retiring from this District after 5 years of service in the District may remain with the District's medical insurance group with premium to be paid by the employee, the mode of such payment to be at the District's discretion.
- E. The District pays the full cost of medical insurance under Medicare for such retired unit members and their spouses.
- F. The above provisions apply to spouses of deceased unit members, who have met these requirements, except in cases of divorce prior to death of retired unit member, or remarriage of spouse of deceased unit member.
- G. Effective July 1, 1986, the District and the Association agree to provide Blue Million coverage through the Rochester Area School Health Plan (RASH). If the RASH plan is discontinued or otherwise not available, employees will have the ability to transfer to a like product if available at a cost as if the employee were active.

Section 3 – Claims

Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.

Section 4 – Medical Insurance Review

On an annual basis, prior to May 1, representatives of the Association, the Superintendent, and the District representative to the Plan Board of Directors will meet and review the District's participation in the Plan.

Section 5 – Alternative Health Care Programs

The District agrees that each active or retired unit member shall have the privilege of subscribing to an HMO.

Section 6 – Dental Plan

All full-time unit members are eligible to participate in a dental insurance plan. The District will pay 85% of the cost of the plan. Unit members will pay 15% of the cost of the plan.

Section 7 – Long-Term Disability Insurance

The Board shall provide a long-term disability insurance plan for all unit members of the bargaining group. Unit members will have the option of joining or not joining the plan and will pay in full the premiums determined.

ARTICLE VII - LIFE INSURANCE/LONG-TERM DISABILITY

Eligible clerical employees shall have the option of joining the group term insurance and/or long-term disability programs and shall pay in full premiums through payroll deductions.

All monies returned to the District by private insurance companies shall be applied in full to reduce the premiums.

ARTICLE VIII - RETIREMENT SYSTEM

The District shall offer membership in the New York State Employees' Retirement System with Plan 75I and 41J Sick Leave Conversion.

ARTICLE IX - ASSOCIATION BUSINESS

Section 1

The Board will grant leave with pay to four (4) Association members attending the annual New York United Teachers' School Related Personnel Conference.

Section 2

The Board will grant leave with pay for two (2) Association delegates attending the Regional Educational Association meeting of the Representative Assembly of the New York State United Teachers.

Section 3

The IESA president will receive release time equivalent to one (1) full day per month to attend to Association business.

Section 4

The association President and a designated member shall meet with the Superintendent on at least a monthly basis in order to discuss items of concern between the Association and the district. Such items shall include, but not be limited to, concerns of workload. The Superintendent may have his/her designee replace him/her for up to a maximum of five (5) meetings per year.

Section 5

The Association shall have the right to membership dues deduction through payroll. NYSUT membership dues are deducted biweekly beginning in September. Association dues are deducted semi-annually.

ARTICLE X - INSERVICE PROGRAMS

Section 1

Upon presentation by the Association of an appropriate specific proposal to the Director of Personnel, all clerical employees shall be granted an inservice workshop day during each of the school years covered by this contract. The date of the workshop granted shall coincide with the full-day workshop scheduled for teachers. If there is no full-day workshop for teachers, the District will attempt to make comparable arrangements. The workshop day for clerical employees shall be considered a regular work day and shall be considered in addition to all days listed in Schedules A and B of Article II, Section 2, for members working less than twelve (12) months. All unit members shall be paid his/her regular hourly rate of pay for each hour of attendance.

Section 2

Unit members who are required by the District to attend work-related and/or job-skill improvement programs shall receive his/her regular hourly rate of pay. The requirement of an employee to attend such a program shall be in writing from the Director of Personnel.

Section 3

Subject to the approval of the Director of Personnel, clerical employees may audit Community Education courses at no charge. Courses must be directly related to the unit member's current position.

Section 4

Upon recommendation of the immediate Supervisor and the approval of the Director of Personnel, unit members may attend work-related and/or job-skill improvement programs outside of working hours and shall receive \$50.00 for 15 hours of such programs.

ARTICLE XI - PERFORMANCE APPRAISAL

Section 1

The performance of all clerical employees shall be evaluated annually by their supervisors. The instrument for evaluation shall be the Performance Appraisal Form-Clerical Employees, adopted July 1985. (Administrative procedures to be developed on time of appraisal and appraiser.)

Section 2

Each supervisor with each clerical employee shall discuss the Performance Appraisal Form, completed and signed by each supervisor and employee, by the first of February of each year. The employee may add a written attachment to the evaluation and will receive a copy of the appraisal.

ARTICLE XII - ADVERSE WEATHER/EMERGENCY CLOSINGS

Section 1

In the event that the Superintendent closes WICSD schools because of adverse weather or other reasons, unit members will not have to report to work and will be paid for the day. If a unit member is asked to work on a day when school is closed and other unit members have been instructed to remain at home, they shall be remunerated at the rate of 1.5 x their normal hourly rate. [Overtime for snow days are not based on a 40 hour week.] If the day is made up employees will be expected to work, and will not receive pay beyond that received for the previous snow day.

Section 2

When schools and offices are closed due to adverse weather or other emergencies after unit members have reported to work, unit members shall remain at their respective work location for thirty (30) minutes after the departure of the last student unless notified by the Superintendent of Schools.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. A grievance shall mean any claimed violation, misinterpretation, or inequitable application of the provisions of this agreement.
- B. Employee shall mean an individual employee, or group of employees of the Association.
- C. Association shall mean the Irondequoit Educational Secretaries Association.

Section 2 - Time Limit

No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available stage within twenty (20) school days after the employee knew or should have known of the act or condition on which the grievance is based.

Section 3 - Procedure

Step 1 - Supervisor

The employee shall discuss the matter with his/her immediate supervisor. The employee will indicate to the Supervisor that a grievance is under discussion by stating: "This is a grievance." The employee may be represented by a representative of the Association. The Supervisor shall give the employee a written answer within five (5) school days. A copy of the answer shall be given to the Association.

Step 2 - Superintendent

If the grievance is not resolved at Step 1, the employee or his/her representative may, within five (5) school days, submit the grievance, in writing, to the Superintendent. The Superintendent or his designee shall set up a conference to be held within five (5) school days of the submission of the grievance to him. The employee and/or his representative shall be present at the conference to meet with the Superintendent and/or his designee to discuss the grievance in an attempt to resolve it. If the employee is not represented by the Association, the Superintendent shall notify the Association of the conference. The Association shall be entitled to be present at the conference and to state its views on the matter.

The Superintendent or his designee shall furnish the employee and the Association his decision, in writing, within fifteen (15) school days of the conference.

Step 3 - Arbitration

- A. If the Superintendent's answer from Step 2 is not satisfactory; the Association may submit the matter to arbitration within ten (10) school days of the receipt of the written answer. If no answer is received by the Association within 15 school days of the Step 2 conference, the Association may submit the matter to arbitration.
- B. The Association may initiate arbitration by filing with the American Arbitration Association, a copy to the Superintendent. The notice shall include a brief statement of the issue to be decided by the arbitrator and the remedy sought. Both parties will have ten (10) school days to decide on a mutually acceptable arbitrator before the Association files with AAA.

The arbitrator shall be selected by the parties in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's hearing shall be held in the West Irondequoit Central School District. The arbitrator shall hear and decide the case, or cases, that were set before him by the notice of arbitration. The arbitrator shall be bound by this agreement. He/she shall have no power to delete or modify the provisions of this agreement.

He/she shall have the power to make awards, to fix back pay or other compensations. His/her decision and award shall be in writing and shall be submitted to the parties within thirty (30) days of the conclusion of the hearing. The decision and award of the arbitrator shall be binding. Fees and expenses of the arbitrator shall be shared equally by the Association and the Board of Education

- C. Time limits in this section may be extended or shortened by mutual consent of the parties. However, it is understood that the purpose of this procedure is to resolve grievances as quickly and equitably as possible.

- D. Nothing in this article shall be construed to deny any employee his rights under the Civil Service laws or the Education Law.
- E. When any hearings or conferences are held, under this section, on school time, the grievant and subpoenaed employees who are entitled to be present at the hearing or conference shall be excused with pay for that purpose.
- F. If at any step in the grievance procedure, the representative of the Board of Education fails to respond within the time limits prescribed by this article, the Association shall assume that the answer is unsatisfactory and may immediately go to the next step in the process.

ARTICLE XIV - SMOKE FREE

Unit members are prohibited from smoking at all times anywhere on school property.

ARTICLE XV - LEGALITY

Any part of the Agreement, which is contrary to law, will not void this Agreement but only that section which is contrary to law.

ARTICLE XVI - SALARY

Section 1 – Schedules

Salary equalizations to be distributed as detailed on the report collaboratively developed and approved by both the Association and the District.

- A. Effective 7/1/07, unit members will receive a 3.99% increase over their 2006-07 hourly rate.
 - B. Effective 7/1/08, unit members will receive a 3.99% increase over their 2007-08 hourly rate.
 - C. Effective 7/1/09, unit members will receive a 3.99% increase over their 2008-09 hourly rate.
 - D. Effective 7/1/10, unit members will receive a 3.99% increase over their 2009-10 hourly rate.
- E. Hiring Ranges
- Schedule A \$7.80 - \$13.91
 - Schedule B \$9.20 - \$15.06
 - Schedule C \$10.31 - \$17.67

F. Longevity

Effective July 1, 2007, a longevity recognition award, payable in a lump sum each December, will be available for bargaining unit members. This longevity award is based on years of service in the clerical unit as of July 1 according to the following schedule:

5 Years	\$200	
10 Years	\$400	
15 Years	\$600	
20 Years	\$800	

*Any clerical employee who works less than five (5) hours per day will receive a prorated longevity award.

G. New Hires - Minimum Entry

When a new unit member is hired, the District will make every effort to assure that the applicant's prior professional office experience and/or years of service and salary align with the salary of other current unit members with similar years of professional experience. When the District is unable to align these salary numbers, the District will notify the Association President.

H. Transfer

Unit members who transfer to a higher schedule position in the clerical unit shall have a minimum salary adjustment of 5% of the previous hourly wage, whichever yields the higher hourly rate.

ARTICLE XVII - DURATION

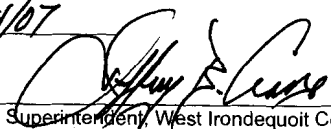
The provisions of this Agreement shall become effective on July 1, 2007, and remain in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto, the Superintendent of the West Irondequoit Central School District and the President of the Irondequoit Educational Secretaries Association have hereunto affixed their names.

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

Date 5/24/07

Signed by: _____


Superintendent, West Irondequoit Central School District

IRONDEQUOIT EDUCATIONAL SECRETARIES ASSOCIATION

Date 5/24/07

Signed by: _____


President, Irondequoit Educational Secretaries Association

