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#### **Contract Database Metadata Elements**

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**WEST ISLIP PUBLIC SCHOOLS**

**West Islip, New York 11795**

**NEGOTIATED AGREEMENT**

**FROM JULY 1, 2009 to JUNE 30, 2013**

**BETWEEN**

**The Board of Education of the West Islip Public Schools**

**AND**

***THE WEST ISLIP SECRETARIAL EMPLOYEES***

**BOARD OF EDUCATION**  
**West Islip Union Free School District**

Steve Geller, *President*  
Annmarie LaRosa, *Vice President*  
Sharon Bieselin  
Scott Brady  
George Smith  
Robert Ulrich  
Michael Zotto

*Superintendent of Schools*  
Mr. Richard Simon

**Negotiators for the  
Board of Education**

Thomas Volz, Esq.  
Louis M. Zocchia, Jr.  
Assistant Superintendent for Human Resources

**Negotiators for the  
West Islip Secretarial Association**

David A. Davis, Esq.  
Christopher Rothemich, *Esq.*  
Luann Dunne, *President*  
Patricia Alcus, *Vice President*  
Debra Massaro, *Treasurer*

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AGREEMENT made and entered into this ninth of November 2010, by and between the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Employer" or "District") and its WEST ISLIP SECRETARIAL EMPLOYEES, (hereinafter referred to as the "Association").

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**ARTICLE I      APPLICABLE LAW**

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The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law and local laws of the Board of Education, WIUFSD, West Islip, which are not inconsistent with said Act and the Civil Service Law, will govern the terms of this Agreement.

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**ARTICLE II      RECOGNITION & DUES DEDUCTIONS**

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A. The District recognizes the Association as the sole and exclusive representatives for all clerks, clerk-typist, senior clerk-typist, stenos, senior stenos, account clerks, senior account clerks, switchboard operators, duplicating and bookkeeping machine operators, computer operator, computer programmers, handicapped services aide, principal stenographer, principal account clerk, school administrative aide, secretarial assistant and school attendance aide; excluding all such titles as are determined by PERB to be confidential. This recognition shall extend for the maximum period permissible by law.

Upon the creation of a new title, which the parties agree to include in the bargaining unit, the salary for such title will be negotiated by the parties. Prior to settlement, the District may tentatively establish the salary for the position.

B. The District shall deduct regular membership dues or agency shop dues from the wages of those employees who submit duly executed authorization permitting such payroll deductions. The Association shall indemnify and save District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for purposes of complying with any of the provisions of this Article.

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**ARTICLE III      NO STRIKE CLAUSE**

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The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, threaten or participate in such a strike.

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**ARTICLE IV SALARIES, LONGEVITY, DIFFERENTIALS,  
SALARY SCHEDULES**

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- A. Effective July 1, 2009, one (1%) percent plus increment (payment of the general increase only to be made on June 30, 2013 or the effective date of retirement from the District and the Employees Retirement System, whichever is earlier). Notwithstanding the date of payment, it shall be made at the rate in effect for the 2009-10 school year without interest.
- B. Effective July 1, 2010, one percent (1%) plus increment.
- C. Effective July 1, 2011, three percent (3%) plus increment.
- D. Effective July 1, 2012, three percent (3%) plus increment.

**E. LONGEVITY**

Employees who have completed thirteen (13) years or more of service as of July 1 shall receive an \$850 non-cumulative longevity increment. Employees who have completed eighteen (18) years or more of service as of July 1 shall receive an additional \$850 in longevity increment.

**F. SALARY AGREEMENT**

Each employee shall receive a salary agreement specifying the salary for the year and the employees' step placement at the beginning of the school year provided the salary for that year has been settled by the parties. In the event a settlement has not been reached at that time, the notice shall be given as soon as practical following the settlement.

**G. CLERICAL PAY PLAN**

Ten-month clerical employees may elect to be paid bi-weekly on a prorated basis over a twelve-month period provided adequate advance notice is given to the District. Once such an option is selected, it shall remain in effect for an entire twelve-month period.

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**ARTICLE V WORKDAY, WORKWEEK, OVERTIME**

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**A. WORKDAY-WORKWEEK**

**1. Clerical**

Each clerical employee will work a 7-hour, 5-day week, except those days as designated by the District. At such time, a 6-hour will be observed.

The hours of work during those designated by the District as 6-hour days shall be arranged between the individuals and their supervisors, but in no event shall extend beyond 3:00 PM. Notwithstanding the foregoing, one member of the unit assigned to the central office may, in the discretion of the Superintendent of Schools, be required to work each day designated by the District as a six (6) hour day until 4 PM. Assignments for such days shall be made on a rotating basis utilizing a list of all central office unit members, which list shall be prepared by the District and provided to the unit president and all central unit members. In the event the assigned unit member is absent on personal leave or vacation leave, the assignment shall go to the next person on a rotation list. In the event the assigned unit member is absent on sick leave, the District shall seek a volunteer to replace that person.

Nothing herein shall prevent the assigned employee from switching her assigned day with another employee, provided that full coverage is afforded to the District and such switch shall not affect either person's placement on the rotation. The 4 PM departure time made applicable to the central office unit members herein does not require affected employees to work in excess of six hours on such days. Notwithstanding the 4 PM provision set forth herein, an employee shall only be required to work beyond 3 PM on her assigned day for so long as another District employee is present in the central office building. The daily assigned unit member shall be responsible for answering the telephones located at the reception desk in the central office building from 3 PM to 4 PM. Lunch periods shall not be counted as part of the 6-hour day.

Ten (10) month clerical employees shall begin their work year three (3) days prior to the opening of school and shall conclude their work year three (3) days after the close of school. Schools shall be deemed open on the first day teachers and/or students are required to report. School shall be deemed closed the last day students are in session.

Ten and one half (10 ½) month school attendance aide shall begin their work year eight (8) working days prior to the opening of school and shall conclude their work year eight (8) working days after the close of school.

Any ten (10) or ten and one-half (10 ½) month employees who works during summer and recess periods shall be compensated at the regular rate of pay. Hours of work for summer and recess periods shall be based upon a six hour day.

## **2. General**

All employees will be entitled to two (2) 15-minute coffee breaks, one in the morning and one on the afternoon, provided, however, that on six (6) hour workdays, clerical employees shall only receive one (1) fifteen (15) minute coffee break.

## **B OVERTIME**

Clerical employees who work more than 40 hours in a regular workweek shall receive time and one-half (1 ½) in pay for such hours worked, provided:

- a. That the overtime was approved by his/her immediate supervisor prior to its inception; and
- b. That an accurate record be maintained of all overtime worked.

The requirements contained within this provision shall apply to employees who work during summer and recess periods. Employees shall not receive overtime unless they meet all of the requirements contained herein, during such periods.

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## **ARTICLE VI HOLIDAYS**

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Clerical employees shall be guaranteed a minimum of 16 holidays per year. The Association shall be consulted for their holiday recommendations. Ten and one half (10 ½) month clerical employee shall receive the 4<sup>th</sup> of July holiday.

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## **ARTICLE VII LEAVES OF ABSENCE**

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### **A. SICK LEAVE**

#### **1. Eligibility**

In the first year of employment, 12-month employees may earn six (6) sick days to accumulate at the rate of one (1) per month from the beginning of the seventh month of employment to the end of the twelfth month of employment. Thereafter, 12-month clerical employees may earn twelve (12) days of sick leave per year to accrue at the rate of one (1) per month cumulative to one hundred twenty (120) days.

In the first year of employment, 10-month and 10 ½ month employees may earn five (5) sick days to accumulate at the rate of one (1) per month from the beginning of the sixth month of employment to the end of the tenth month of employment. Thereafter, 10-month and 10 ½ -month clerical employees may earn ten (10) days of sick leave per year to accrue at the rate of one (1) per month cumulative to one hundred twenty (120) days.

Notwithstanding the above, employees hired after April 4, 1996 shall, beginning 2006 be permitted to accumulate a maximum of five (5) years of earned sick leave. Effective July 2007, such employees shall be permitted to accumulate a maximum of six (6) years of earned sick leave. Effective July 1, 2008, such employees shall be permitted to accumulate a maximum of seven (7) years of earned sick leave. Effective July 1, 2009, all ten (10) month clerical employees hired after April 4, 1996 shall be permitted to accumulate a maximum of seventy-five (75) days and all twelve (12) month clerical employees hired after April 4, 1996 shall be permitted to accumulate a maximum of eighty-nine (89) days. Unit members hired after April 4, 1996 who



accumulated sick leave for purposes of “prolonged illness” pursuant to the contractual provisions which allow accumulation of half the employees annual allotment for such purposes, shall have such days credited to their accumulation rights defined herein. These employees shall not receive a terminal allowance and therefore shall not be paid for any unused sick leave upon retirement, death, resignation or any other termination of employment.

The limitations with regard to the accumulation of sick days as set forth in this paragraph shall not apply to those employees who were hired prior to April 4, 1996, and who are rehired on or after April 4, 1996 and subsequently recalled by the District.

Each clerical employee will be allowed to donate up to five (5) sick days to another WISE member whose injury or sickness has disabled her from working for a period which exceeds her accumulated sick days. In the event of such an injury or sickness, the circumstances giving rise to the need for days and the number of days needed shall be presented to the Superintendent. The Superintendent shall be authorized to request medical documentation supporting the need for days from the employee in need. The determination of who is eligible to receive the donated sick days will be made by a two person panel. One panel member will be appointed by the WISE executive board and one panel member will be appointed by the Superintendent. If the panel cannot agree on eligibility, the matter will be submitted to the Board of Education whose decision shall be final and not subject to a grievance or other challenge. No employee shall be eligible for a donation of days for a recurrence of any injury or sickness for which she has received a previous donation unless such injury or sickness is catastrophic or life threatening, which shall then be reviewed by the panel in accordance with this paragraph. Days which are donated shall be used by the employee at her rate of pay. Donated days not utilized shall be maintained in a bank for use by an employee approved for a subsequent donation with the understanding that the number of days which may be donated to that employee shall be reduced by the number of days which are in the bank. The terms of this Article shall not impact the District’s right to require an employee to submit a medical examination or any other rights as provided by law.

## **2. General**

a. After three (3) years of employment, the District will match the number of sick days accumulated by an employee in the event of prolonged illness.

b. It is agreed that where there is evidence of a pattern of absenteeism, that both parties to the Agreement will make every effort to investigate and recommend a solution to correct this matter, and if it is proven that this pattern of absenteeism is not legitimate, it may result in the employee’s immediate dismissal.

## **B. PERSONAL LEAVE**

Provided prior approval has been granted, clerical employees will be allowed two (2) personal business days per school year at the discretion of the Superintendent. Additional days may be permitted at the discretion of the Superintendent.

### **C. FAMILY ILLNESS LEAVE**

Employees will be allowed two (2) days for illness in the family. These days shall not be deducted from sick leave. Additional days may be granted at the discretion of the Superintendent.

For purposes of this provision "immediate family" shall be defined as the employee's mother, father, grandmother, grandfather, spouse, spouse's father or mother, and the employee's children, brothers, sisters, and the employee's aunt or uncle.

### **D. BEREAVEMENT LEAVE**

For each death in the immediate family, all employees will be allowed three (3) days leave. Additional days may be granted at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against the annual sick leave.

For purposes of this provision "immediate family" shall be defined as the employee's mother, father, grandmother, grandfather, spouse, spouse's father or mother, the employee's children (including step children and foster children), brothers, sisters, sister-in-law, brother-in-law, grandchildren, domestic partner, and the employee's aunt or uncle.

### **E. VACATION LEAVE**

#### **1. Clerical**

a. Twelve month (12) clerical employees shall receive two (2) weeks vacation upon the completion of one (1) year of service. Vacation days for employees working less than a full year will be prorated. Vacation shall accrue on a July 1 – June 30<sup>th</sup> basis.

Twelve (12) month Clerical employees will be granted three (3) weeks of paid vacation time after the completion of five (5) years of service in the District, and four (4) weeks of paid vacation time after the completion of eleven (11) years of service in the District. In determining the number of years completed for vacation eligibility after five (5) and/or eleven (11) years of service, for twelve (12) month employees, individuals hired prior to January 1<sup>st</sup> will be considered to have worked the entire year. Twelve (12) month employees hired subsequent to January 1<sup>st</sup> will not be considered to have worked for that year.

b. Twelve (12) month Clerical employees will be allowed to take their vacation at any time during the year, if it does not create a hardship in their work area, and provided prior approval is obtained from the Superintendent or his/her designee.

### **3. General**

a. Vacation eligibility shall not be determined until the termination of the school year in which vacations are earned.

b. Those employees who resign or retire from the employ of the District subsequent to January 1 of the school year shall receive payment for any unused earned vacation on a prorated basis.

c. Provided one (1) month's advance notice is made to the Business Office, vacation pay shall be given to the employee prior to the commencement of his/her vacation.

d. The Superintendent of Schools may, in his/her sole discretion, permit unit members to carry over up to two vacation days from one school year to the following school year. All vacation days carried over pursuant to this provision shall be utilized no later than October 31 of the school year into which days are carried.

## **F. CHILD-REARING LEAVE**

If an employee plans to apply for a child-rearing leave of absence, written notification should, if possible, be made to the Superintendent of Schools a least one (1) month before the leave begins. The leave of absence shall be without pay. The leave shall commence and end at a date mutually agreed upon by the Board of Education and the employee, and shall be based on the best interests of the District.

A child-rearing leave may not extend beyond one (1) year, and there shall not be a pyramiding of leaves. Child-rearing provisions will apply to adoption of children.

## **G. RECORDS**

All records concerning leave days will be maintained in the District Office and will be available to an employee upon request. Requests to review records pursuant to this provision may be made upon reasonable notice to the business office, and such records shall be made available during regular business hours only.

## **H. LEAVE OF ABSENCE**

Each employee who has completed five (5) years of service in the District shall be eligible to receive a six (6) month leave of absence at the sole discretion of the Superintendent of Schools or his/her designee. Any leave granted under this provision

shall be without salary and benefits for the duration of the leave. The Superintendent shall have the authority to grant up to ten (10) days leave without pay per year for any employee with personal emergency or other good cause, as determined by the Superintendent, in her sole discretion, which exercise of discretion shall not be subject to grievance or other challenge.

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## **ARTICLE VIII RETIREMENT AND TERMINAL PAY**

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**A.** Full-time employees will be eligible to participate in the New York State Retirement System pursuant to Retirement and Social Security Law Section 75(i).

**B.** Upon retirement or death, full-time ten (10), 10 ½-month, and twelve (12) month employees shall receive payment for all accumulated unused sick days up to a maximum of one hundred twenty (120) days at the rate of sixty-five (\$65) dollars per day up to a maximum of \$7,800.

Except as set forth on Article VII, paragraph A, employees hired after April 4, 1996 shall not be permitted to accumulate sick days from year to year and will therefore, not be paid for unused sick days upon retirement, death or other resignation or termination of employment. The limitation on the accumulation of sick days as set forth in this paragraph shall not apply to those employees who were hired prior to April 4, 1996, and who are excessed on or after April 4, 1996 and subsequently recalled by the District.

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## **ARTICLE IX INSURANCE**

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### **A. HEALTH INSURANCE**

Full-time employees will be eligible to participate in the Enhanced Empire Health Insurance Plan.

Employees participating in the health insurance plan shall be required to contribute the cost of such plan, whether family or individual, in an amount equal to one (1%) percent of his/her gross annual salary, or seven and one-half (7.5%) percent of the premium, which ever is greater.

Members of the unit hired prior to November 9, 2010 who withdraw from the District's plan during the life of this agreement shall receive \$5,000 if they were covered by the family plan, and \$2,500 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Members of the unit hired after full and final ratification of the 2009-2013 memorandum of agreement shall be paid \$2,500 if they withdrew from the family plan and shall be paid \$1,250 if they withdrew from the individual plan, pursuant to this paragraph. Such payments shall be made at the end of the twelve (12)

month period and annually thereafter. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the comparable plan of a spouse.

The District shall contribute towards health insurance premiums for those members of the unit retiring on or after July 1, 1986 who are receiving health insurance benefits at the time of their retirement. The District shall pay 75% of the premium for those eligible employees covered by individual plans and 75% of the premium for those employees covered by family plans provided, however, that in no event shall the District's cost exceed \$170 per month per retiree. The retiree shall pay the remainder of the premiums.

## **B. DENTAL INSURANCE**

The District shall contribute up a maximum of \$661.92 per participant per year toward dental coverage for those members of the unit eligible for health insurance coverage.

## **C. OPTICAL**

The District shall contribute \$208.56 per participant per year toward optical insurance for those members of the unit eligible for health insurance coverage.

## **D. CHANGES IN CARRIERS**

The District may unilaterally change health insurance carriers provided the same level of benefits and coverage are maintained.

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## **ARTICLE X TAX ANNUITY**

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Present full-time employees shall have the opportunity to enroll in any one of the tax-sheltered annuity programs available to the employees of the District and may have the charges related thereto deducted from their salary. Enrollment shall be limited of October and February in each year.

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## **ARTICLE XI RECIPROCAL RIGHTS**

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**A.** The Association will have the rights to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Superintendent of Schools, or his/her designee. The officers and agents of the Association should have the right to visit the District's facilities for the purpose of adjusting of grievances and administering the terms and condition of this contract during normal working hours.

**B.** Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract will be permitted a reasonable amount of time, subject to the approval of the Superintendent of Schools, free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the District and the employee and uninterrupted operation of government.

**C.** Three (3) days annually will be granted without loss of pay to an employee who has been designated to represent the unit at the Association conferences, conventions, workshop etc.

Five (5) days annually will be granted without the loss of pay to an employee who holds office in the WISE Association to attend conventions and workshops relevant to Association matters only.

**D.** Upon employment by the School District, a new employee will be given a copy of the current contract, along with other Association materials, from the Personnel Office.

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## **ARTICLE XII GRIEVANCE PROCEDURE**

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### **Definitions**

1. "Employee" shall mean any member of the bargaining unit.
2. "Supervisor" shall mean any person to whom the employee is directly responsible (e.g., department chairperson, district supervisor, coordinator, director, assistant principal, building principal, superintendent of schools, head of unit manger, head custodial, or school plant superintendent).
3. "Grievance" shall mean an alleged violation of a specific provision of this Agreement.
4. "Days" unless otherwise indicated, shall mean working days.

### **Basic Standards and Principals**

1. It shall be the responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors to consider promptly and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as it is practicable, appropriate authority shall be delegated to such supervisor to enable them to carry out the purposes of this statement.
2. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give effort to the provisions of this statement.

3. Every employee shall have the right to present his/her grievances to the District in accordance with the provisions of this statement, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this statement shall provide for the right to be represented at all stages thereof.

### **Procedural Stages and Requirements**

1. **Stage 1** – The first procedural stage shall consist of the employee’s presentation of his/her grievance, in writing, to his/her immediate supervisor, who shall, to such extent as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. Such grievances shall be presented within thirty (30) calendar days of the date of the alleged grievance, or it shall be deemed waived. If such grievance is not satisfactorily resolved within five (5) days, such employees may proceed to the second stage.

2. **Stage 2-**

a. Within ten (10) days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent or his/her designee for a review and determination. If the Superintendent designates a person to act on his/her behalf, he/she shall also delegate full authority to such person to render a determination.

b. The Superintendent or his/her designee shall immediately notify the aggrieved employee, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.

c. If such is requested in the written statement of either party pursuant to paragraph *b* above, the Superintendent or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held and where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of written statements pursuant to paragraph *b*.

d. The Superintendent or his/her designee shall render his/her determination within ten (10) days after the written statements, pursuant to paragraph *b*, have been presented to him/her.

3. **Stage 3**

There is hereby established an impartial review panel, consisting of nine members. The panel shall consist of six members selected by non-teaching employees and three members selected by the Superintendent of Schools. The panel shall select one of its members as chairperson. Members shall serve for a term of one year from July 1<sup>st</sup> of each year. In the event a vacancy occurs on either panel, the group suffering such vacancy shall fill such vacancy within ten days after the vacancy occurs. If the

vacancy is not filled, the Superintendent shall appoint a person from the particular group to serve on the panel for the unexpired term. The procedure of the review stage shall be as follows:

a. The aggrieved employee may, within five (5) days of the determination by the Superintendent, make a written request to the chairperson of the particular review panel for review of the case.

b. Within five (5) days of receipt of such written request of *a* above, a review board of three members shall be selected from the members of the particular review panel as follows: one member shall be selected by the aggrieved employee, one by the Superintendent of Schools and the two members thus selected shall select the third member, who shall be chairperson of such review board. If the two members thus selected cannot agree in the selection of a third member for the review board within five (5) days, then the two members already selected will act and then present either a single recommendation or individual recommendation to the Superintendent.

c. The Superintendent shall upon request of the chairperson of the review board submit all written statements concerning the case to the review board.

d. The review board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing shall be held within ten (10) days of receipt of the request pursuant to *a* above. Each party concerned shall have the right to present further statements at such hearing.

e. The review board shall render its report to all parties concerned in written form within five (5) days after conclusion of the hearing. Such report shall include a statement of findings of fact, conclusions and advisory recommendations.

f. The Superintendent shall then render his/her final determination within two (2) days after receiving the report of the review board.

g. If the grievance is still unresolved, the aggrieved employee may proceed to the Board stage.

#### **4. Stage 4 Board Stage**

The aggrieved employee, may within five (5) days of the final determination by the Superintendent, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board by the chairperson of the review board. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within ten (10) days after receiving the request for review.

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### **ARTICLE XIII WORKING CONDITIONS**

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The District will notify the Association at least seven (7) days in advance of any change in working methods or working conditions, except where such is required because of emergency or major disaster over which the Employer has no control.

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## **ARTICLE XIV SNOW DAYS**

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When school is closed because of snow or inclement weather, no clerical staff member will be required to report for duty, except in cases when it is necessary to work on the budget and/or payroll. Compensatory time will be given to those employees who are required to work on a snow day for the above reasons.

If it becomes necessary to close school offices because of snow or inclement weather on a day when only school offices are scheduled to be open, Clerical staff members shall be notified of such closing unless a delayed opening for the clerical staff has been established.

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## **ARTICLE XV PAYROLL SAVING DEDUCTIONS**

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Employees may once annually request that the District deduct set sums of money from each paycheck for the purpose of purchasing U.S. Savings Bonds and/or for deposit in the Credit Union.

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## **ARTICLE XVI OPENINGS**

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**A.** All Clerical employees, if qualified, will be allowed to have the opportunity to apply for any full-time position when an opening arises before said opening is made available to non-employees. The Association shall be notified when part-timer positions are filled.

**B.** This shall be accomplished by posting a notice of vacancy for the original opening. The District, however, shall not be required to post notices for openings occurring as a result of a current employee filling the posted opening, provided the second vacancy is in the same classification as the vacancy first posted.

**C.** Upon filling a posted position, a notice to that effect will be sent to the particular group involved.

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## **ARTICLE XVII JURY DUTY**

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Jury duty or attendance in court as required by the District will not result in payroll deductions and the number of days for such purposes shall not be deducted from sick leave. Compensation paid to the employee by the court for serving jury duty shall be reimbursed to the District. This does not include travel expense. All employees must notify his/her immediate supervisor as soon as possible after receipt of notice of jury service, and a copy of such notice shall be provided to the business office as soon as possible and prior to the date for such service. In addition, proof of jury service must be submitted to the business office upon completion of jury service. Failure to submit notification and proof of jury service may result in the loss of pay for days served.

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## **ARTICLE XVIII CONTRACTUAL RIGHTS**

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No sections of this contract can be changed or abridged without prior consent of both parties.

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## **ARTICLE XIX TRAINING**

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Any course that the District requires a unit member to take, beyond their normal working hours, shall require payment from the District for the unit member's time for attending said course at the unit member's regular rate of pay.

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## **ARTICLE XX TAYLOR LAW NOTICE**

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**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

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## **ARTICLE XXI TERM OF AGREEMENT**

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This agreement shall be effective July 1, 2009, and up to and including the close of business on June 30, 2013.

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## **ARTICLE XXII EVALUATION OF STAFF**

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All employees' performance shall be formally evaluated by their immediate supervisors once annually. The evaluations will be reviewed annually by the appropriate building principal and by an Assistant Superintendent as designated by the Superintendent.

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## **ARTICLE XXIII OUT-OF-TITLE WORK**

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Any employee working in a higher job classification for a period of more than ten (10) working days shall be paid at the rate of the higher classification from the first day, at the step of the employee working in the higher classification. In no event shall employee suffer a wage deduction as a result of working out-of-title.

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## **ARTICLE XXIV LONG-TERM DISABILITY**

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The District shall provide a long-term disability plan in accordance with CNA Group Benefits, which shall be applicable to all full-time unit members. Such plan shall have a 180 days elimination period, and provide 60% of monthly salary up to \$4,000 per month.

Dated: \_\_\_\_\_

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_

**Richard Simon, Superintendent of Schools**

**WEST ISLIP SECRETARIAL ASSOCIATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Luann Dunne, President**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Patricia Alcus, Vice President**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Debra Massaro, Treasurer**

**Appendix "A"**

<b>2009/2010</b>														
1% INCREASE	HANDI AIDE													
	SCH ADM AIDE				SCH ADM AIDE				SR STENO	SR ACCT CLK			PRIN	SECT'L
	CLK TYP	ACCT CLK	SW BD OP	STENO	SCH ATT	ACCT CLK	DUPL	PRIN	COMP	PRIN	COMP	ACCT	SECT'L	
STEP	10 MOS.	SR CLK TYP	CLK TYP	12 MOS.	AIDE	SR CLK TYP	MACH OP	STENO	OPER I	STEO	OPER II	PROG	ASST	
1	26,085	29,793	31,300	33,385	34,126	35,750	36,790	36,761	40,288	44,115	44,517	48,743	49,159	
2	26,989	30,699	32,390	34,473	35,147	36,836	37,877	37,666	41,372	45,198	45,602	49,830	50,366	
3	27,894	31,602	33,473	35,559	36,202	37,926	38,963	38,567	42,460	46,283	46,689	50,917	51,575	
4	28,800	32,507	34,561	36,650	37,290	39,012	40,050	39,473	43,548	47,368	47,777	52,006	52,784	
5	29,707	33,413	35,647	37,734	38,411	40,101	41,137	40,383	44,632	48,460	48,861	53,091	54,000	
6	30,612	34,320	36,734	38,819	39,562	41,184	42,224	41,285	45,721	49,544	49,950	54,177	55,208	
7	31,519	35,224	37,822	39,907	40,747	42,271	43,311	42,193	46,807	50,629	51,036	55,265	56,418	
8	32,422	36,132	38,906	40,993	41,970	43,359	44,400	43,099	47,895	51,717	52,121	56,350	57,630	
9	33,330	37,034	39,992	42,081	43,230	44,446	45,484	44,003	48,980	52,802	53,209	57,439	58,839	
10	34,233	37,942	41,082	43,167	44,527	45,532	46,569	44,911	50,068	53,892	54,296	58,523	60,053	
11	35,139	38,847	42,166	44,254	45,863	46,617	47,659	45,816	51,155	54,980	55,384	59,609	61,266	
12	36,046	39,753	43,254	45,340	47,238	47,703	48,743	46,721	52,240	56,064	56,469	60,697	62,474	

**NOTE: 2009/2010 wages will be paid at the 2008/2009 rate with the 1% increase to be paid June 30, 2013 or the effective date of retirement, whichever**

<b>2010/2011</b>														
1% INCREASE	HANDI AIDE													
	SCH ADM AIDE				SCH ADM AIDE				SR STENO	SR ACCT CLK			PRIN	SECT'L
	CLK TYP	ACCT CLK	SW BD OP	STENO	SCH ATT	ACCT CLK	DUPL	PRIN	COMP	PRIN	COMP	ACCT	SECT'L	
STEP	10 MOS.	SR CLK TYP	CLK TYP	12 MOS.	AIDE	SR CLK TYP	MACH OP	STENO	OPER I	STEO	OPER II	PROG	ASST	
1	26,346	30,091	31,613	33,719	34,467	36,108	37,158	37,129	40,691	44,556	44,962	49,230	49,651	
2	27,259	31,006	32,714	34,818	35,498	37,204	38,256	38,043	41,786	45,650	46,058	50,328	50,870	
3	28,173	31,918	33,808	35,915	36,564	38,305	39,353	38,953	42,885	46,746	47,156	51,426	52,091	
4	29,088	32,832	34,907	37,017	37,663	39,402	40,451	39,868	43,983	47,842	48,255	52,526	53,312	
5	30,004	33,747	36,003	38,111	38,795	40,502	41,548	40,787	45,078	48,945	49,350	53,622	54,540	
6	30,918	34,663	37,101	39,207	39,958	41,596	42,646	41,698	46,178	50,039	50,450	54,719	55,760	
7	31,834	35,576	38,200	40,306	41,154	42,694	43,744	42,615	47,275	51,135	51,546	55,818	56,982	
8	32,746	36,493	39,295	41,403	42,390	43,793	44,844	43,530	48,374	52,234	52,642	56,914	58,206	
9	33,663	37,404	40,392	42,502	43,662	44,890	45,939	44,443	49,470	53,330	53,741	58,013	59,427	
10	34,575	38,321	41,493	43,599	44,972	45,987	47,035	45,360	50,569	54,431	54,839	59,108	60,654	
11	35,490	39,235	42,588	44,697	46,322	47,083	48,136	46,274	51,667	55,530	55,938	60,205	61,879	
12	36,406	40,151	43,687	45,793	47,710	48,180	49,230	47,188	52,762	56,625	57,034	61,304	63,099	

**Appendix "B"**

<b>2011/2012</b>													
STEP	3% INCREASE												
	SCH ADM AIDE			HANDI AIDE				SR ACCT CLK			PRIN		SECT'L ASST
	CLK TYP	ACCT CLK	SW BD OP	SCH ATT	ACCT CLK	DUPL	PRIN	COMP	PRIN	COMP	ACCT		
	10 MOS.	SR CLK TYP	CLK TYP	AIDE	SR CLK TYP	MACH OP	STENO	OPER I	STEO	OPER II	PROG		
12 MOS.	10 MOS.	12 MOS.	10.5 MOS.	12 MOS.	12 MOS.	10 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS.			
1	27,136	30,994	32,561	34,731	35,501	37,191	38,273	38,243	41,912	45,893	46,311	50,707	51,141
2	28,077	31,936	33,695	35,863	36,563	38,320	39,404	39,184	43,040	47,020	47,440	51,838	52,396
3	29,018	32,876	34,822	36,992	37,661	39,454	40,534	40,122	44,172	48,148	48,571	52,969	53,654
4	29,961	33,817	35,954	38,128	38,793	40,584	41,665	41,064	45,302	49,277	49,703	54,102	54,911
5	30,904	34,759	37,083	39,254	39,959	41,717	42,794	42,011	46,430	50,413	50,831	55,231	56,176
6	31,846	35,703	38,214	40,383	41,157	42,844	43,925	42,949	47,563	51,540	51,964	56,361	57,433
7	32,789	36,643	39,346	41,515	42,389	43,975	45,056	43,893	48,693	52,669	53,092	57,493	58,691
8	33,728	37,588	40,474	42,645	43,662	45,107	46,189	44,836	49,825	53,801	54,221	58,621	59,952
9	34,673	38,526	41,604	43,777	44,972	46,237	47,317	45,776	50,954	54,930	55,353	59,753	61,210
10	35,612	39,471	42,738	44,907	46,321	47,367	48,446	46,721	52,086	56,064	56,484	60,881	62,474
11	36,555	40,412	43,866	46,038	47,712	48,495	49,580	47,662	53,217	57,196	57,616	62,011	63,735
12	37,498	41,356	44,998	47,167	49,141	49,625	50,707	48,604	54,345	58,324	58,745	63,143	64,992

<b>2012/2013</b>													
STEP	3% INCREASE												
	SCH ADM AIDE			HANDI AIDE				SR ACCT CLK			PRIN		SECT'L ASST
	CLK TYP	ACCT CLK	SW BD OP	SCH ATT	ACCT CLK	DUPL	PRIN	COMP	PRIN	COMP	ACCT		
	10 MOS.	SR CLK TYP	CLK TYP	AIDE	SR CLK TYP	MACH OP	STENO	OPER I	STEO	OPER II	PROG		
12 MOS.	10 MOS.	12 MOS.	10.5 MOS.	12 MOS.	12 MOS.	10 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS.			
1	27,950	31,924	33,538	35,773	36,566	38,307	39,421	39,390	43,169	47,270	47,700	52,228	52,675
2	28,919	32,894	34,706	36,939	37,660	39,470	40,586	40,360	44,331	48,431	48,863	53,393	53,968
3	29,889	33,862	35,867	38,102	38,791	40,638	41,750	41,326	45,497	49,592	50,028	54,558	55,264
4	30,860	34,832	37,033	39,272	39,957	41,802	42,915	42,296	46,661	50,755	51,194	55,725	56,558
5	31,831	35,802	38,195	40,432	41,158	42,969	44,078	43,271	47,823	51,925	52,356	56,888	57,861
6	32,801	36,774	39,360	41,594	42,392	44,129	45,243	44,237	48,990	53,086	53,523	58,052	59,156
7	33,773	37,742	40,526	42,760	43,661	45,294	46,408	45,210	50,154	54,249	54,685	59,218	60,452
8	34,740	38,716	41,688	43,924	44,972	46,460	47,575	46,181	51,320	55,415	55,848	60,380	61,751
9	35,713	39,682	42,852	45,090	46,321	47,624	48,737	47,149	52,483	56,578	57,014	61,546	63,046
10	36,680	40,655	44,020	46,254	47,711	48,788	49,899	48,123	53,649	57,746	58,179	62,707	64,348
11	37,652	41,624	45,182	47,419	49,143	49,950	51,067	49,092	54,814	58,912	59,344	63,871	65,647
12	38,623	42,597	46,348	48,582	50,615	51,114	52,228	50,062	55,975	60,074	60,507	65,037	66,942