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

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# COLLECTIVE BARGAINING AGREEMENT

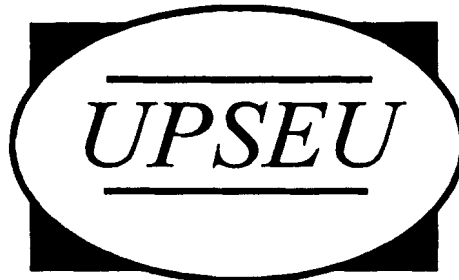
July 1, 2002 - June 30, 2006

CL  
5355

*By and Between*

**Islip School District**

and the



**Clerical Unit of  
UNITED PUBLIC SERVICE EMPLOYEES UNION**

3555 Veterans Highway, Suite H

**RECEIVED** Ronkonkoma, NY 11779

MAR 17 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

40 employees

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## **PREAMBLE**

AGREEMENT, made and entered into this 24<sup>th</sup> day of March 2003 by and between the Board of Education, Islip Union Free School District, Islip, New York, hereinafter called the "Board" and the United Public Service Employees Union, the certified bargaining agent, hereinafter called the "Union".

## **WITNESSETH**

WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act) to negotiate with the Union as the representative of the secretarial personnel with respect to hours, wages and terms and conditions of employment; and

WHEREAS, the Board has statutory obligations pursuant, but not limited to the Education Law of the State of New York, the Local Finance Law of the State of New York, the Municipal Law of the State of New York, the Judiciary Law of the State of New York, the Civil Service Law of the State of New York and the Constitution of the State of New York, and all rulings, regulations and decisions pertaining thereto, which obligations must be solely executed, carried out and adhered to by the Board; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

NOW, THEREFORE, in consideration of the following mutual covenants it is hereby agreed as follows:

## **ARTICLE I** **RECOGNITION**

In view of the designation of the United Public Service Employees Union, the certified union, as their bargaining representative, and in view of the request of the United Public Service Employees Union, the certified union, to represent the Clerical Unit, and its statement that it does not assert the right to strike, the Board in this Agreement does hereby recognize the Union as the sole and exclusive bargaining agent and representative for the Clerical Unit covered by this Agreement and hereinafter described in this Article, in accordance with the provisions of Article 14 of the Civil Service Law, and the by-laws of the Board.

This recognition shall continue until the expiration of this contract unless sooner terminated by law.

**ARTICLE II**  
**INSURANCE PROTECTION**

**Section 1** - The Board of Education shall pay the entire premium of the present Empire Plan for full-time employees hired before July 1, 1991. All unit members hired on or after July 1, 1991 will contribute 10% of their health insurance premium. All unit members hired on or after July 1, 1996 will contribute 15% of their health insurance premium. Unit members hired subsequent to July 1, 1998 shall pay 20% of their Health insurance premium. Effective March 24, 2003, unit members hired on or after July 1, 1998 will contribute 15% of their health insurance premium. Unit members hired on or after February 1, 2006 will contribute 17.5% of their health insurance premium. The District has the right to change insurance carriers at its discretion. The District will notify the unit of such change and the benefits will be equal to or better than the benefits presently enjoyed.

**Section 2** - The District shall pay the premium cost of the United Public Service Employees Union Health Benefits Plan, which includes individual and family dental and vision care, and which carries a guaranteed monthly premium of \$55.75 (July 1, 2002 to June 30, 2003), \$58.75 (July 1, 2003 to June 30, 2004), \$61.75 (July 1, 2004 to June 30, 2005), \$64.75 (July 1, 2005 to June 30, 2006) per employee. Subject to the following employee premium contribution rates, the aforementioned shall represent the District's full premium cost per employee for each time period indicated.

All unit members hired on or after July 1, 1991 will contribute 10% of their premium for the dental and vision care insurance plan.

All unit members hired on or after July 1, 1996 will contribute 15% of their premium for the dental and vision care insurance plan.

All unit members hired on or after July 1<sup>st</sup>, 1998 will contribute 20% of their premium for dental and vision benefits.

Effective March 24, 2003, all unit members hired on or after July 1, 1998 will contribute 15% of their premium for dental and vision benefits.

All unit members hired on or after February 1, 2006 will contribute 17.5% of their premium for dental and vision benefits.

**Section 3** - The Board of Education shall provide term life insurance for each employee in the amount of \$12,000.00. Effective July 1, 2003, said amount shall be increased from \$12,000.00 to \$20,000.00. Subject to the approval of the carrier, each employee shall have the option of purchasing additional term life insurance coverage at the employee's expense.

**Section 4** - As soon as practical subsequent to ratification the district shall implement a 125 IRS plan for unit employees.

**ARTICLE III**  
**SALARIES AND COMPENSATION**

**Section 1** - A. The rate of pay for all employees as set forth in Appendices A-D of this agreement shall increase by the following amounts for the school years indicated:

1. For the school year 2002-2003, each employee will receive a total increase of 3.25 percent plus an increment (step) for those not at maximum. Additionally, those employees not due an increment who have reached Step 10 of the salary schedule OR who are off of the salary schedule as of July 1, 2002, shall receive an equity adjustment of two hundred and fifty dollars (\$250.00). The parties acknowledge that Step 10 of the Salary Schedule shall be adjusted effective July 1, 2002, to reflect the aforementioned \$250.00 increase.
2. For the school year 2003-2004, each employee will receive a total increase of 3.25 percent plus an increment (step) for those not at maximum. Additionally, those employees not due an increment who have reached Step 10 of the salary schedule OR who are off of the salary schedule as of July 1, 2003, shall receive an equity adjustment of two hundred and fifty dollars (\$250.00). The parties acknowledge that Step 10 of the Salary Schedule shall be adjusted effective July 1, 2003, to reflect the aforementioned \$250.00 increase.
3. For the school year 2004-2005 each employee will receive a total increase of 3.75 percent plus an increment (step) for those not at maximum.
4. For the school year 2005-2006 each employee will receive a total increase of 3.75 percent plus an increment (step) for those not at maximum.

B. Employees who are at the top step of the salary schedule on or before July 1, 1995 and not due an increment shall receive in addition to the annual increase, a sum of \$400.00 per year. Employees reaching the top step of the salary schedule after July 1, 1995, shall not receive the foregoing additional increase. Effective July 1, 2002, the foregoing provision shall be modified to permit an additional five (5) unit members (hired on or before July 1, 1998) to receive the sum of \$400.00 per year. The parties acknowledge that there shall be no retroactive adjustments to this "Off-Step" increment (other than the retroactive adjustment to July 1, 2002).

**Section 2** - A. A \$750.00 longevity will be paid in the fiscal year following completion of ten (10) consecutive years of full-time service in the District. Effective July 1, 2001 said amount shall be increased to \$850.00. Effective July 1, 2002, said amount shall be increased to \$950.00.

- B. An additional \$750.00 longevity will be paid in the fiscal year following completion of fifteen (15) consecutive years of full-time service in the District, for a total longevity payment of \$1,500.00. Effective July 1, 2001 said amount shall be increased to \$1,700.00. Effective July 1, 2002, said amount shall be increased to \$1,800.00.
- C. An additional \$750.00 longevity will be paid in the fiscal year following completion of twenty (20) consecutive years of full-time service in the District for a total longevity payment of \$2,250.00. Effective July 1, 2001, said amount shall be increased to \$2,550.00. Effective July 1, 2002, said amount shall be increased to \$2,650.00.

**Section 3** - All employees will be placed on the salary schedule in the position for which they have passed an appropriate Civil Service test. If the employee is working in a position whose job description does not fit their permanent classification, they shall be required to pass an appropriate Civil Service test as determined by the Suffolk County Civil Service Commission. In the event that a salary is being paid which does not conform to the salary schedule established for the job classification, that salary will be increased or decreased in order to conform to the appropriate salary schedule.

**Section 4** - In any case in which a vacancy is created within the unit, the vacancy will be posted in each school office. Subject to Civil Service requirements, members of the unit will have the opportunity to apply for such vacancy. The notice will indicate the salary range for the position.

**Section 5** - Retirement shall be non-contributory retroactive to April 1, 1938 in accordance with Section 75 I of the Retirement Law. Employees will also be covered by Section 41 J of the Retirement Law.

**Section 6** - New employees hired during the period July 1 to December 31 inclusive shall be eligible for a salary increment on July 1 of the following year. Those employed after January 1 will not receive an increment for the following fiscal year.

**Section 7** - Probationary Employees Discharge - Probationary employees may be discharged in the sole discretion of the employer, so long as the probationer is given the reason for his/her discharge by the District during a meeting with the Superintendent or his designee. All new employees shall serve a 26 week probationary period. Promotional employees shall serve a twelve week probationary period.



**ARTICLE IV**  
**VACATION TIME**

a) Vacation will be granted as follows:

<b>Years of Service Completed in the District</b>	<b>Weeks of Vacation</b>	<b>Years of Service Completed in the District</b>	<b>Weeks of Vacation</b>
2	2	6	3
3	2	7	3
4	2	8	3
5	3	9	4
		18	5

b) Employees employed by the District for less than one year shall be entitled to a vacation according to the following schedule:

1 month	1 day
2 months	1½ days
3 months	2½ days
4 months	3 days
5 months	4 days
6 months	5 days
7 months	6 days
8 months	6½ days
9 months	7½ days
10 months	8 days
11 months	9 days
12 months	10 days

Eligibility for the above schedule will be determined by a calculation of full months of service completed on June 30, i.e., an employment date of January 11 would mean five months of completed service on June 30.

- c) Vacation for 11 month employees will be pro-rated based on the schedule above.
- d) Eligibility will be determined by the date of employment. Vacation shall be taken during the fiscal year following eligibility as defined above.
- e) No vacation days may be taken during the months of June, September or the last two weeks of August except with the approval of the Superintendent. If school is closed due to a holiday during the above-mentioned time periods, vacation may be taken.

**ARTICLE V**  
**LEAVES OF ABSENCE**

**Section 1** - Civil Service clerical employees shall receive one (1) day of sick leave for each month worked, cumulative to 185 days. Sick leave shall include absence because of illness or injury of the employee or serious illness or injury in the immediate family. The words "immediate family" shall include the employee's parents, or foster parents, brothers and sisters, spouse, children, mother-in-law, father-in-law, and other persons who reside in the household.

All unit members hired on or after July 1, 1996 shall be eligible to receive 10 sick days per year, accrued and cumulative as set forth above.

Unused Sick Days: Upon retirement from the district, all employees with a minimum of 10 years of service in the district shall be entitled to receive a one-time payment for one-third of the employee's accrued unused sick time. Employees hired on or after July 1, 1996 shall not be entitled to this provision.

**Section 2** - The Board may require a doctor's certificate for absences. When returning to work after four (4) consecutive sick days, a doctor's certificate may be required stating the nature of the illness and that the employee is fit for full duty. After ten (10) consecutive sick days, a doctor's certificate must be submitted. Examination by the school physician may be required. If an examination by the school is required, the cost of such examination will be paid by the District.

**Section 3** - Unit members will have the option of donating accrued sick days to other unit members of their selection who have exhausted all sick, personal and vacation days. Donor's accrued sick days would be deducted from his/her reserve and credited to the reserve, if existent, of his/her designee. Application for this transaction must be made in writing through the Personnel Office and authorized only with the approval of the Superintendent or his designee.

**Section 4** - Three (3) personal days shall be allowed per year and not charged against sick leave. Personal leave days shall be used to accomplish those purposes which cannot reasonably be accomplished outside of the normal work days. Application shall be made to the Personnel Office at least three (3) days in advance. A legitimate reason shall be presented and must be approved by the Office of Personnel. In the event that the employee does not agree with the decision, it may be appealed to the Superintendent of Schools. Unused personal days shall be added to accumulated sick leave.

All unit members hired on or after July 1, 1996 shall be eligible to receive two (2) personal days per year. Unused personal days shall be added to accumulated sick leave.

**Section 5** - In cases of death in the immediate family, the employee may be granted up to a maximum of five (5) days of leave for each occurrence, within a period of twenty (20) working days. Immediate family shall include the employee's spouse,

fiancée, children, parents, foster parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and other persons living in the employee's household.

**Section 6** - Each Civil Service clerical employee who desires a special leave of absence without pay must submit a written request for said leave of absence to the Board of Education. The Superintendent of Schools and the Board shall decide whether to grant the leave of absence on the basis of the individual merits of each request. Employees who return from leave are not entitled to the same assignment or school.

**Section 7** - An unpaid leave of absence for maternity reasons or child rearing purposes may be granted, subject to Board of Education approval, for a period not to exceed one (1) year. Employees granted leave may return to the former position if such position has not been abolished, with rights and benefits then in effect.

**Section 8** - A clerical employee who has been employed for at least 10 years in the school district may request approval by the Board of Education for catastrophic sick leave. If approved by the Board of Education for catastrophic sick leave, the following procedures shall be instituted:

- 1) All accumulated sick days must be used prior to the start of catastrophic leave.
- 2) If a person has less than 30 days unused sick days, then a waiting period of 30 days inclusive of all accumulated sick days shall occur prior to the start of catastrophic leave.
- 3) The duration of the catastrophic sick leave will extend to a maximum of 150 consecutive working days.
- 4) Should disability carry over to the next school year, extended coverage would likewise carry over.
- 5) Salary shall be paid during the aforesaid 150 day period of coverage as follows:

First 75 days	-	100%
Second 25 days	-	80% salary
Third 25 days	-	70% salary
Fourth 25 days	-	60% salary

**Section 9** - An accurate record of absences shall be kept for each employee and shall be available for his/her inspection at all times:

**Section 10** - Attendance Review - Should an administrator be concerned with an employee's attendance record, he/she shall take the following steps:

- a) Send a note to the employee asking for a meeting to discuss his/her attendance. The employee will be advised of his/her right to have a Union representative present at this meeting.
- b) After a reasonable period of time, if the administrator still feels that the employee has abused sick leave and/or personal leave, the administrator shall cause a meeting to occur between the affected person, his/her Union representative and the Superintendent or his/her designee. The purpose for said meeting shall be to conduct a complete review of the employee's attendance record.
- c) At the discretion of the Superintendent or his designee, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee.
- d) If after a reasonable period of time following this meeting, the alleged problem persists, the administrator may cite his/her concerns in a written communique (letter or evaluation report) to the member, as well as initiate whatever action he/she deems appropriate, consistent with the terms of the contract and law, in order to correct the alleged problem. The foregoing may include appropriate disciplinary procedures provided by law, the requirement of a physician's statement to substantiate the appropriate use of sick leave or the requirement of a statement and/or other documents to substantiate the appropriate use of personal leave or a penalty of not more than three days without pay.
- e) Nothing here-in-above set forth shall preclude the District from taking action in accordance with law, pursuant to civil service law, regulations and other governing statutes.

#### **ARTICLE VI** **IN-SERVICE AND COLLEGE COURSES**

When the District requires a member of the unit to take additional training related to the job, the District will provide reasonable opportunities for such study without cost to the employee. If college courses are available in the subject or subjects required, and if completion of such courses can be accomplished within a time period which meets the District's needs, the employee may elect to take such college course(s) with District approval, and at district expense, to a maximum of six (6) credits per year of this Agreement.

**ARTICLE VII**  
**EMPLOYEE RECORDS**

- a) All employees shall enjoy the right to receive a copy of all materials to be placed in their personnel files before they are so placed except for references and other pre-employment documents.
- b) All unit members shall have the right to attach a response to all materials.
- c) All unit members shall have the right to copy material in their files.
- d) Written evaluations by immediate supervisor will be conducted at least once a year but not limited in cases requiring more frequent constructive supervision.

**ARTICLE VIII**  
**WORKING HOURS AND HOLIDAYS**

**Section 1** - Civil Service clerical employees of the District shall work five (5) days per week, Monday through Friday, seven hours per day during the period of their employment. The hours of the various positions shall be set by the immediate supervisors of the employees with the approval of the Board of Education.

**Section 2** - Civil Service clerical employees shall be provided lunch time of three-quarters ( $\frac{3}{4}$ ) of an hour, exclusive of the seven (7) working hours. This lunch time shall be designated by the immediate supervisor.

**Section 3** - Civil Service clerical employees shall have eighteen (18) holidays plus floating holiday during the 2002-2006 school years. To be eligible for the floating holiday (approved by the immediate supervisor) the employee must be employed for not less than 6 months. If clerical employees are required to work on any of the holidays normally granted, another holiday will be granted, to be determined by mutual agreement between the Union and the Administration. The Union will be given an opportunity to recommend holidays for the following school year. These recommendations will be considered by the District if received prior to July 1.

**Section 4** - Civil Service clerical employees shall be paid at one and one half times normal rate for assigned work in excess of thirty-five hours, or when they work on legal holidays when school is not in session. Compensatory time at the rate of time and one-half may be taken in lieu of overtime pay by arrangement with the supervisor. Employees may not accrue more than sixty (60) hours of compensatory time at any one time. Time charged to sick leave will be counted in the thirty-five hours.

**Section 5** - Between July 1 and August 31, the working hours for Civil Service clerical employees shall be 8:00 a.m. to 3:00 p.m. inclusive of one (1) hour for lunch. Subject to the following paragraph, normal hours will prevail at all other times. After the second week of July through the week prior to the return of administrative staff employees shall work a modified schedule of Monday

through Thursday 8:00 a.m. to 3:15 p.m. with a forty-five (45) minute lunch and Friday 8:00 a.m. to 12:00 p.m. with no lunch. The district reserves the right, should unusual circumstances exist, to return to regular summer hours.

Effective July 1, 2003, the working hours for employees during the Winter, Mid-Winter and Spring recess periods shall be 8:00 A.M. to 3:00 P.M. inclusive of one (1) hour for lunch. The foregoing work hours shall also be applicable to any other work day during the school year (first day of classes to last day of classes), wherein teachers are not required to report to work. The district reserves the right, should unusual circumstances exist, to return to regular hours during the time period set forth above.

**Section 6** - The above hours do not provide for coffee breaks. If coffee is desired, it may be consumed at the employee's desk.

**Section 7** - All grievances regarding alleged violations of past practice will be decided by the Superintendent of Schools. His/her decision will be final. Note: the Superintendent will be considered the only grievance step in this procedure.

**Section 8** - Civil Service clerical employees shall not be required to work when schools are closed because of roads being impassable due to snow or other emergency conditions, unless they are advised by 11:00 a.m. that in the opinion of the District, the roads are passable. If notification is received by 11:00 a.m., employees will be expected to report to work as soon as possible thereafter. Any employee who is given notification to report for work prior to 11:00 a.m. who does not report to work will be charged for a sick day. Employees on vacation or other leaves when school is closed for emergency reasons will not be entitled to additional vacation or compensation time.

#### **ARTICLE IX** **DUES DEDUCTION**

**Section 1** - The Board of Education agrees to deduct from the salaries of employees covered by this agreement, the regular dues for membership required by the Union, provided that those employees have individually and voluntarily authorized the Board in writing to make such deductions.

**Section 2** - The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued. An employee who terminates Union membership shall have deducted from his/her

salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures employed by the District in connection with the authorized dues deduction. The Union shall certify to the District the appropriate amount of rate for the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys' fees.

**Section 3** - Forwarding of Monies:

All dues and agency fee deductions shall be forwarded to United Public Service Employees Union located at 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

**Section 4** - The Board agrees that the following may be deducted from payroll checks at the option of the employee and subject to the section below:

- a) UPSEU insurance - Effective July 1, 2003, employees may execute and deliver to the District, assignments authorizing deductions for voluntary UPSEU benefits. All District payments shall be in the form of one deduction for each employee and shall be made directly to UPSEU for its distribution.
- b) U.S. Savings Bonds
- c) Tax sheltered annuities
- d) Teachers Credit Union - Credit union deductions may begin following sixty (60) days' notice to the District.
- e) AFLAC Cancer Insurance Plan

**Section 5** - Payroll Deductions - The Union shall indemnify and save the School 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 School District for purpose of complying with a list, notice or assignment furnished with any of the provisions of this article.

**ARTICLE X**  
**UNION RIGHTS**

- Section 1** - The Union shall have the right to use school buildings for meetings with prior approval of the Superintendent of Schools or his designee, provided that such use shall not interfere with the school programs.
- Section 2** - The Union shall have the right to post notices of its activities on bulletin boards provided by the District in each building.
- Section 3** - The Union shall have the right to use inter-office mail for United Public Service Employees Union business, so long as such use does not interfere with normal school business.
- Section 4** - The Union shall be given a list of new clerical workers and those leaving the system. This list will be provided in September and again in February of each year.
- Section 5** - Leave for Union officers up to a maximum of three (3) total days per year for the union will be granted upon prior request for attendance at conferences or other union business. This leave is in addition to other personal leave which the individual may request for other reasons.

**ARTICLE XI**  
**MANAGEMENT RIGHTS**

The Union acknowledges that the Board and the Superintendent together have the sole right of management and superintendence of the District.

Except as validly limited by express provisions of this agreement, the District reserves the right to unilaterally determine the standards of service to be offered by it; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of operations; to determine the methods, means and personnel by which its operations are to be conducted; to take all necessary actions to carry out its policies; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

- Section 1** - This Agreement constitutes the full and complete Agreement of the parties and may not be altered, changed, added to, deleted from or modified without consent of the parties thereto.



- Section 2** - Copies of this Agreement shall be printed at the expense of the Board and given to all secretarial personnel now employed and hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.
- Section 3** - With prior notice to the Superintendent of Schools and/or his designee, employees may be absent to perform jury duty without loss of pay.
- Section 4** - Payments made by the Workmen's Compensation Board for job related injury or illness shall be paid to the District. The employee will be credited with the number of sick days equivalent to the compensation reimbursement received by the District.
- Section 5** - Employees shall not be required to use personal vehicles for school business. If an employee is requested by the supervisor to use the employee's vehicle for school business, payment at the rate of 20 cents per mile will be made for each authorized use. Effective March 24, 2003, employees shall be reimbursed at the IRS rate per mile.
- Section 6** - Negotiations for a successor Agreement shall begin on or about January 15, 2006.

### **ARTICLE XIII** **GRIEVANCE PROCEDURE**

- Section 1** - The purpose of this article is to establish a fair and orderly method of deciding grievances arising from the application or interpretation of the provisions of this agreement.
- Section 2** - Any employee grievance shall be put in writing and shall be dated and shall state the complaint and the contract article or section alleged to have been violated. The grievance shall be first submitted to the immediate supervisor.
- Section 3** - All grievances must be submitted to the immediate supervisor within thirty (30) working days following the act or condition which is the basis of the grievance. Any grievance which is not brought within thirty (30) working days following the act or condition which is the basis of the grievance shall be deemed waived.
- Section 4** - The supervisor shall meet with the employee within five (5) working days of the submission of the written grievance. During this meeting the employee and the supervisor shall discuss the grievance to determine if a satisfactory settlement can be made.
- Section 5** - If agreement is not reached in the meeting described in Section 4, the supervisor shall report in writing to the grievant, with a copy to the Office of Personnel, and a copy to the Union, that the grievance has not been resolved. Such written statement shall be issued within five (5) working days following the meeting.

- Section 6** - If the Grievant wishes to appeal the decision, such notice shall be given in writing, with a copy to the Office of Personnel and a copy to the Union, within five (5) working days after receipt of the decision by the supervisor.
- Section 7** - The Superintendent or his designee shall then schedule a meeting with the Grievant, the grievant's representative, if any, and the grievant's supervisor. Such meeting shall be held within ten (10) working days after receipt of the appeal. A full discussion of the grievance will be given at this meeting.
- Section 8** - Following the meeting described in Section 7, the Superintendent or his designee shall issue a written decision on the grievance within ten (10) working days. Copies shall go to the grievant, the Union, and the supervisor.
- Section 9** - If the grievant and the Union are not satisfied with the decision referred to in Section 8, the Union may request advisory arbitration. Such request shall be in writing to the Superintendent or his designee, and shall be made within ten (10) working days following receipt of the decision.
- Section 10** - The Superintendent or his designee shall, upon receipt of a written request for advisory arbitration, notify the American Arbitration Association of the request and the nature of the dispute, and request a list of arbitrators to be sent to both parties. An arbitrator will then be selected following the rules of the American Arbitration Association.
- Section 11** - The advisory arbitrator selected under the procedure described in Section 10 shall hold a hearing as provided by American Arbitration Association rules and shall issue a written advisory opinion to the parties within the time limits provided by the American Arbitration Association.
- Section 12** - If either the Union or the District administration should disagree with the decision of the advisory arbitrator, that party may choose to file a written notice of appeal with the Superintendent. Such appeal shall be made within ten (10) days after receipt of the advisory ruling, with a written copy to the other party to the dispute.
- Section 13** - The Superintendent, upon receipt of the appeal, shall schedule a hearing within twenty (20) working days. The Union and the administration may present their views in this hearing.
- Section 14** - The Superintendent, following this hearing, will consider the arguments of the two sides, and the ruling of the advisory arbitrator, and shall issue a written decision to the parties within twenty (20) days after the hearing. This decision shall be final.
- Section 15** - The Union and the District shall share equally the fees and expenses of the advisory arbitrator.

**Section 16 -** The District shall retain a file containing the grievance record for at least one year following final decision of the grievance. The grievant and the Union may have access to this file upon reasonable request.

**ARTICLE XIV**  
**LEGISLATIVE ENACTMENT**

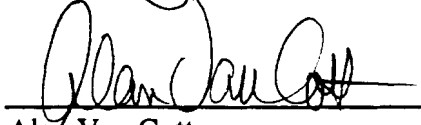
**Section 1 -** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

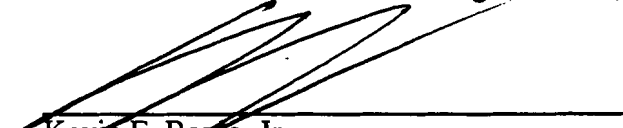
**Section 2 -** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW BY PROVIDING THE FUNDS THEREFORE, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XV**  
**DURATION OF AGREEMENT**

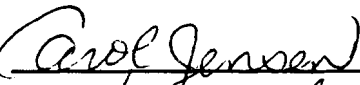

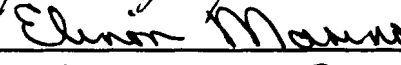
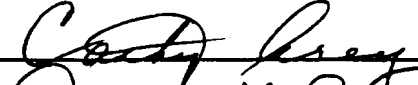
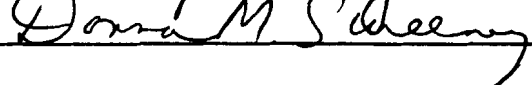
This contract shall be effective as of July 1, 2002 and shall continue effective through June 30, 2006.

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Alan Van Cott  
Superintendent of Schools

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President  
United Public Service Employees Union

Negotiating Committee Representatives

  
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Islip Public School  
2002-03

Step	Clk Typist Swtchbd. Op	Stenographer Sr. Clerk	Sr. Clerk Typist	Acct. Clerk/typist Sr. Steno Acct. Clk	Computer Operator	Sr. Account Clerk Sr. Account Clerk Typist	Principal Account Clerk Principal Steno
1	\$24,884	\$26,873	\$26,822	\$27,377	\$31,250	\$30,496	\$33,429
2	\$25,690	\$27,684	\$27,712	\$28,316	\$32,113	\$31,367	\$34,678
3	\$26,494	\$28,495	\$28,602	\$29,255	\$33,450	\$32,237	\$35,925
4	\$27,299	\$29,305	\$29,491	\$30,193	\$34,551	\$33,108	\$37,171
5	\$28,105	\$30,116	\$30,378	\$31,134	\$35,650	\$33,979	\$38,420
6	\$28,910	\$30,926	\$31,268	\$32,072	\$36,754	\$34,850	\$39,668
7	\$29,712	\$31,735	\$32,158	\$33,009	\$37,854	\$35,717	\$40,914
8	\$30,520	\$32,545	\$33,047	\$33,948	\$38,956	\$36,588	\$42,162
9	\$31,325	\$33,358	\$33,938	\$34,889	\$39,586	\$37,457	\$43,408
10	\$32,390	\$34,425	\$35,082	\$36,087	\$41,419	\$38,586	\$44,914

Islip Public School  
2003-04

Step	Clk Typist Swthcbd. Op	Stenographer Sr. Clerk	Sr. Clerk Typist	Acct. Clerk/typist Sr. Steno Acct. Clk	Computer Operator	Sr. Account Clerk Sr. Account Clerk Typist	Principal Account Clerk Principal Steno
1	\$25,693	\$27,746	\$27,694	\$28,266	\$32,265	\$31,487	\$34,516
2	\$26,525	\$28,584	\$28,613	\$29,237	\$33,156	\$32,387	\$35,805
3	\$27,355	\$29,421	\$29,532	\$30,206	\$34,537	\$33,284	\$37,092
4	\$28,187	\$30,258	\$30,450	\$31,175	\$35,673	\$34,184	\$38,379
5	\$29,018	\$31,095	\$31,366	\$32,146	\$36,809	\$35,083	\$39,669
6	\$29,850	\$31,932	\$32,284	\$33,114	\$37,948	\$35,983	\$40,957
7	\$30,678	\$32,766	\$33,203	\$34,082	\$39,084	\$36,878	\$42,244
8	\$31,512	\$33,603	\$34,121	\$35,051	\$40,222	\$37,777	\$43,532
9	\$32,343	\$34,442	\$35,041	\$36,023	\$40,873	\$38,674	\$44,819
10	\$33,700	\$35,802	\$36,481	\$37,518	\$43,023	\$40,098	\$46,632

Islip Public Schools  
2004-05

Step	Clk Typist Swthcbd. Op	Stenographer Sr. Clerk	Sr. Clerk Typist	Acct. Clerk/typist Sr. Steno Acct. Clk	Computer Operator	Sr. Account Clerk Sr. Account Clerk Typist	Principal Account Clerk Principal Steno
1	\$26,657	\$28,787	\$28,733	\$29,326	\$33,475	\$32,668	\$35,810
2	\$27,519	\$29,656	\$29,686	\$30,333	\$34,400	\$33,601	\$37,147
3	\$28,381	\$30,524	\$30,639	\$31,338	\$35,832	\$34,533	\$38,483
4	\$29,244	\$31,393	\$31,592	\$32,344	\$37,011	\$35,466	\$39,818
5	\$30,106	\$32,261	\$32,542	\$33,351	\$38,189	\$36,398	\$41,157
6	\$30,969	\$33,129	\$33,495	\$34,356	\$39,371	\$37,332	\$42,493
7	\$31,828	\$33,995	\$34,449	\$35,360	\$40,549	\$38,261	\$43,828
8	\$32,693	\$34,863	\$35,401	\$36,365	\$41,731	\$39,193	\$45,165
9	\$33,556	\$35,734	\$36,355	\$37,374	\$42,405	\$40,125	\$46,500
10	\$34,964	\$37,144	\$37,849	\$38,925	\$44,636	\$41,601	\$48,380

Islip Public Schools  
2005-06

Step	Clk Typist Swchbd. Op	Stenographer Sr. Clerk	Sr. Clerk Typist	Acct. Clerk/typist Sr. Steno Acct. Clk	Computer Operator	Sr. Account Clerk Sr. Account Clerk Typist	Principal Account Clerk Principal Steno
1	\$27,656	\$29,866	\$29,810	\$30,426	\$34,731	\$33,893	\$37,153
2	\$28,551	\$30,768	\$30,799	\$31,470	\$35,690	\$34,861	\$38,540
3	\$29,445	\$31,669	\$31,788	\$32,514	\$37,176	\$35,828	\$39,926
4	\$30,340	\$32,570	\$32,776	\$33,557	\$38,399	\$36,796	\$41,311
5	\$31,235	\$33,471	\$33,762	\$34,602	\$39,621	\$37,763	\$42,700
6	\$32,130	\$34,371	\$34,751	\$35,644	\$40,848	\$38,732	\$44,086
7	\$33,022	\$35,270	\$35,740	\$36,686	\$42,070	\$39,696	\$45,471
8	\$33,919	\$36,171	\$36,728	\$37,729	\$43,296	\$40,663	\$46,859
9	\$34,814	\$37,074	\$37,719	\$38,775	\$43,996	\$41,629	\$48,244
10	\$36,275	\$38,537	\$39,268	\$40,384	\$46,310	\$43,161	\$50,195