

AGREEMENT

between the

EAST ISLIP UNION FREE SCHOOL DISTRICT

and the

EAST ISLIP TEACHERS' ASSOCIATION

(Secretarial Chapter - Unit III)

July 1, 2018 to June 30, 2021

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PREAMBLE

1. In order to implement the provisions of the New York State Public Employees' Fair Employment Act, the East Islip School District and the East Islip Teachers' Association hereby enter into an agreement which has been negotiated according to the terms of the law.
2. In this document the East Islip Teachers' Association shall be referred to as the "Association", the East Islip School District as the "District", the East Islip Board of Education as the "Board", the Superintendent of Schools as the "Chief Executive Officer", or the "Superintendent", and this agreement as the "Agreement" or "Contract".
3. The District and the Association recognize the need for mutual cooperation in assuring the operation of a quality educational program for the students of the school district and in providing desirable services for the citizens of the school district.
4. This agreement provides for the negotiation with the Association of the terms and conditions of employment for Unit III, as defined by the New York State Public Employees' Fair Employment Act.
5. It is recognized that the members of the clerical staff require specialized qualifications and are important and integral staff members necessary to an educational system. The successful and efficient operation of the clerical functions of the administrative offices in all the school district buildings and guidance offices of the secondary schools depends upon the maximum utilization of the abilities of clerical personnel.
6. It is mutually agreed that opportunities for consultation between the Superintendent and the Association shall be provided during the school district's fiscal year.

ARTICLE I: RECOGNITION

1. Certification of Unit

The District, in order to recognize the East Islip Teachers' Association as the exclusive representative of the employees of Unit III, has required satisfactory evidence that the Association in fact represents a majority of such employees. Such evidence is in the form of signed designation cards as per Appendix A. In the event of a challenge, the Board will proceed according to the regulations of the Public Employment Relations Board.

2. Composition of Unit

The Board of Education hereby recognizes the East Islip Teachers' Association as the official negotiating agent for all full-time and part-time competitive clerical employees of the District, who are certified by Suffolk County Civil Service Commission. This unit

shall also include switchboard operators. Excluded shall be all employees represented in another unit.

3. Management Rights

The Association acknowledges that the Board of Education and the Superintendent of Schools together have the sole right of management and superintendence of the East Islip Union Free School District. Hence, except as provided herein, the Board of Education and the Superintendent of Schools shall retain all authority, rights and/or obligations imposed upon or accorded to them by law.

ARTICLE II: PRINCIPLES OF NEGOTIATIONS

1. Items of Negotiation

The New York Public Employees' Fair Employment Act provides that public employees shall have the right to be represented for negotiations with respect to terms and conditions of employment. This term is defined in the statute as meaning "salaries, wages, hours, and other terms and conditions of employment." It is mutually agreed that this Agreement shall include the following items for negotiation:

- (a) Grievance Procedure
- (b) Employee Rights and Association Rights
- (c) Salary
- (d) Employment Time
- (e) Leaves of Absence
- (f) Vacations and Holidays
- (g) Fringe Benefits
- (h) Retirement Benefits
- (i) Position Openings within the Unit
- (j) Working Facilities

and any other mutually agreed matters.

2. Exclusive Bargaining Agent

The Association specifically reserves the right to negotiate with the District's negotiators on matters concerning terms and conditions of employment as listed above. The District agrees that negotiations as defined in the New York State Public Employees' Fair Employment Act will not be held with any organization or individual other than the Association for the duration of this agreement as long as this Association continues to represent the employees by their election.

3. Final Decision

The final responsibility and authority for decision making rests with the Board of Education, as defined by New York State Law, and in conformance with the terms and conditions of this agreement.

ARTICLE III: PROCEDURES OF NEGOTIATIONS

1. Starting Dates

- (a) No later than February 15, preceding June of the final year of this agreement or on any other mutually agreed date, the Association and the District's negotiators will meet to exchange contract proposals and develop working procedures for the conduct of negotiations.
- (b) Negotiations for a new contract may be initiated at the written request of the Board or the Association. The request shall specify the matter or matters to be negotiated. The meeting date, time and place shall be mutually agreed upon. At all times the parties to this Agreement shall negotiate in good-faith to reach accord.

2. Frequency of Negotiations

- (a) Negotiations shall continue at least twice per month from the initial request thereafter until the matter or matters being negotiated have been resolved by agreement, or until impasse is declared.
- (b) All negotiations or meetings shall be conducted after regular working hours. However, if the Superintendent of Schools deems it in the best interest of the school district to conduct negotiations during regular working hours, he may give such authorization, provided that it is at no loss of salary to members of the Association's negotiating team and no additional cost to the school district.

3. Confidentiality

Both parties agree that during negotiations and prior to an Agreement being submitted to the Association membership and the Board for approval, the proceedings of the negotiations shall remain confidential with the Board negotiators, the Association negotiators, and their advisors. Once an impasse has been declared according to the provisions of the New York State Public Employees' Fair Employment Act, negotiation matters and information need not remain confidential.

4. Tentative Agreement

All agreements are tentative until final agreement is reached on the entire contract. When tentative agreement is reached covering all the areas being negotiated, the Agreement will be reduced in writing to contract language and submitted to the Association and to the Board for approval and/or ratification. Within ten (10) calendar days from the date of agreement between the negotiators, the Association and the Board shall take ratification and/or approval action on the Agreement and the parties shall notify each other in writing as to rejection or ratification of the agreement. Following ratification by the Association and by the Board, the Contract Agreement shall become part of the official minutes of the Board of Education.

5. Impasse

If an impasse is declared by either party in accordance with the provisions of the New York State Public Employees' Fair Employment Act, the impasse shall be resolved according to the provisions of the same act.

ARTICLE IV: GRIEVANCE PROCEDURE

I. Purpose

The purpose of this grievance procedure is to secure, at the earliest stage possible, the satisfactory resolution of a contract grievance.

II. Definitions

1. A "grievance" is:

A violation of an express provision of the Agreement.

2. A "party of interest" is:

- (a) The Unit member or members filing the grievance.
- (b) A supervisor who might be required to take action.
- (c) A supervisor charged with a violation.
- (d) The Board of Education.
- (e) The Association.

3. The "Supervisor" is the immediate supervisor with immediate responsibility for the matter being grieved.

4. The "Association" is the East Islip Teachers' Association, Secretarial Chapter.

5. "Representatives" are the persons designated to make a presentation at any stage of the grievance procedure by the appropriate party as hereinafter provided. The grievant and the District shall appoint only one spokesman to make a presentation at each stage of the procedure.

6. "Days" shall mean days that the members of Unit III ordinarily work.

7. The "Aggrieved Party" is an individual member, group of members of Unit III or the Association filing a grievance.

8. No interference, coercion, restraint, discrimination, or reprisal shall be taken against the aggrieved party as a result of his/her involvement in the grievance.

9. The Board of Education is the duly elected or appointed members of the Board.

STAGE I

1. The Aggrieved Party shall file in writing his/her grievance with his/her immediate supervisor, stating his/her name, position, place of employment, date, the alleged violations of the contract, and the redress being sought. If the Aggrieved Party selects a representative to represent his/her during Stage I, he/she should also identify his/her representative.
2. No grievance will be entertained unless filed in the first available step within twenty (20) days after the applying party knew, or should have known, of the act or conditions on which the grievance is based.
3. The immediate Administrative Supervisor shall hold a Stage 1 hearing within three (3) days from the date of filing of the grievance. The Aggrieved Party must be present at this hearing and answer questions directed at his/her and may consult with his/her representative before replying.
4. Within five (5) days after the hearing, the immediate Administrative Supervisor shall send his/her decision in writing to the Aggrieved Party and his/her representative, if any, a copy to the Superintendent of Schools, or his/her designee, who will maintain a centralized Grievance File for Unit III grievances, and the immediate Supervisor shall keep a copy of his/her decision in his/her own file.

STAGE II

1. Within three (3) days following the date of the immediate Administrative Supervisor's decision, if the Aggrieved Party is not satisfied with the decision at Stage I he/she shall notify in writing the immediate Administrative Supervisor and the Superintendent of Schools, or his/her designee, that he/she is appealing his/her grievance to Stage II.
2. Within ten (10) days after receiving the notice of appeal, the Superintendent, or his/her designee, shall hold a Stage II Hearing.
3. The Aggrieved Party and his/her representative, if any, the immediate Administrative Supervisor and/or his/her representative, and such other witnesses that the Aggrieved Party or the immediate Administrative Supervisor may wish to appear, shall be present at the Stage II Hearing.
4. The Aggrieved Party and his/her representative, if any, the immediate Administrative Supervisor and/or his/her representative and other witnesses called to the hearing may testify, and they may be cross-examined by the parties involved and by the Superintendent or his/her designee who acts as Hearing Officer.
5. Within five (5) days after the Stage II Hearing, the Superintendent or his/her designee shall send his/her decision in writing to the Aggrieved Party and his/her representative, if any, and he/she shall file a copy of the decision in the centralized Grievance File.

STAGE III

1. Within three (3) days following the date of the Board's decision, if the Aggrieved Party is not satisfied that the contract has been interpreted accurately, the Aggrieved Party may submit the interpretation of the contract on the grievance to arbitration by written notice to the Board.
2. Within five (5) days after written notice of submission to arbitration has been filed with the Board, the Aggrieved Party shall request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The procedures for a Hearing shall be governed by the American Arbitration Association and the arbitrator selected.
4. The arbitrator shall have no authority to set the remedy nor shall the arbitrator have any power to add to, detract from, or in any way alter, the provisions of this agreement.

Within ten (10) days after receipt of the arbitrator's decision, if the District is found in error, the Superintendent of Schools and/or his/her designee, the Board of Education shall meet in executive session with the Aggrieved Party, his/her representative, if any, the President of the Chapter, or his/her designee, for the purpose of the Board setting a remedy to conform with the terms and conditions of the contract.

5. The costs and fees of the AAA and the arbitrator, incurred as the result of the Stage III Hearing, will be borne by the one the arbitrator finds in error. These expenses will be entered in his/her decision. In the event the arbitrator is asked to make a determination on more than one issue, the costs will be allocated on a pro-rated basis determined by who is declared in error by the arbitrator in each issue. An issue is defined as a separate action sought to remedy the grievance.

MISCELLANEOUS

1. No decision with respect to a grievance shall require the commission of an act prohibited by law, the Regulations of the Commissioner of Education, or the terms of other Agreements and Contracts in effect between the Board of Education and employees of other negotiation units designated by the Board.
2. The processing and the preparation of grievances shall be conducted outside of the working hours of Unit III employees.
3. Either party may have official minutes taken at any stage of the grievance procedure, at their expense.

4. If any provision of this Grievance Procedure or any application thereof shall be determined by any court to be contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
5. The Superintendent, or his/her designee, shall be responsible for keeping the Central Grievance File for Unit III, which shall contain a copy of the original filing of the grievance, all decisions, and all notices of appeal.
6. If a grievance is not appealed to the next stage within the specified time limit, the grievance shall be deemed to be withdrawn and discontinued, and further appeal of the grievance under this procedure shall be barred.
7. Failure of hearing officers or bodies to communicate decisions within the specified time limits shall permit the lodging of the appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final specified day.
8. All parties involved in a grievance procedure shall keep proceedings of the several stages confidential except the decisions.

ARTICLE V: ASSOCIATION RIGHTS

1. Building Representatives

The Association has the right to designate a representative in each school and administrative building where members of Unit III are employed.

2. District Policy Book

A District Policy Book will be given to the President of the Association. When new policies are enacted, a copy will be given to the President of the Association.

3. Consultation with Superintendent

The Superintendent and/or his/her designee and representatives of the Association shall, at the request of either party, meet to discuss matters relating to this contract and matters of concern to the Superintendent or his/her designee and the secretarial staff regarding their work. Such meetings shall take place at a mutually agreed time.

4. Use of Bulletin Boards

The Association shall have the right to post notices of its organizational activities on bulletin boards designated by the immediate Administrative Supervisor. In cases of abuse, the right to post notices may be canceled.

5. Use of School Facilities

The Association has the right to use areas designated by the Principal of each school building for meetings of the Association and for Association functions by making application to the Assistant Superintendent for Personnel or his/her designee, in advance and by conforming to the Board's rules and regulations regarding the use of such facilities.

6. Use of Interoffice Mail

The Association shall have the right to use interoffice mail to the extent consistent with law.

7. Negotiations Information

The District will comply with requests for non-privileged pertinent information which will assist the Association in developing proposals and programs for negotiations. As for requests for original statistical studies, pertinent public records will be made available to the Association in conformance with the Public Information Law.

8. Organization Days

The Association will be allowed a maximum of ten (10) days per year for use by its President, or his/her designee, for organizational purposes. Said days shall be at full pay, and shall not be deducted from any other leave. In order to use such days, the President shall give prior notice to the Superintendent or his/her designee, and secure his/her approval. The Association will assume the cost, if any, of the substitute.

9. Reports at Public Board of Education Meetings

The Association, at its request, shall be given a place on the agenda of a monthly Board of Education meeting, the business meeting if there is one. The Board will notify the Association in advance as to the approximate time it will discuss the Association's business.

10. Proposed Policies

The Administration shall inform the Association of any proposed policies which would directly affect the members of Unit III, and will give the Association the opportunity to consult with the Superintendent before the adoption of such policies.

11. Change of District Job Classification, Written Job Description, Job Abolition

Prior to any change of district job classification, written job descriptions and job abolitions of Unit III members, the Association will be notified and may consult with the Superintendent or his/her designee in the meetings noted in No. 3 and No. 10 above.

12. Agenda and Minutes of Board Meetings

The President of the East Islip Teachers' Association (Secretarial Chapter) or designated representative may secure a copy of the Agenda of a Board of Education public meeting and copy of the minutes of a Board of Education public meeting, after approval by the Board.

ARTICLE VI: EMPLOYEE INDIVIDUAL RIGHTS

1. Religious and Political Activities

Members of Unit III shall be entitled to full rights of citizenship and no religious or political activities outside of employment of any employee of Unit III or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees except that the clerical employee will not use his/her position to propagate his/her own political or religious beliefs.

2. Civil Rights

When a member of Unit III feels that he/she is being treated unfairly in the application or interpretation of a clause contained in this contract, he/she has the right to file a grievance under ARTICLE IV - Grievance Procedure. The Board will make no demand of a member of Unit III that:

- a. Discriminates among Unit III employees because of race, sex, color or marital status.
- b. Represents a prejudice, or reprisal on part of the administration.

3. Official Complaints

Members of Unit III have the right to be informed of and reply to official complaints made to the Board of Education and/or Administration concerning the Unit III member's employment.

4. Physical Work Areas

Members of Unit III shall not be required to work in physical areas which threaten the health and/or safety of the employee.

5. Personal Car Use for School Business

Members of Unit III who use their personal cars on school business with the approval of their immediate supervisors shall be reimbursed at a rate of not less than the Internal Revenue Service mileage rate in effect at the time.

6. Evaluations of Members

When evaluations are made of Unit III each member shall receive a copy of his/her evaluation report and shall have the opportunity to discuss such report with the evaluator and to reply to it in writing; this reply will be attached to the report.

7. Disciplining of Members

An administrator will, whenever possible, avoid discussions concerning negative aspects of a Unit III member's performance when students or other school personnel, not having an interest in the issue, are present. A Unit member shall have the right to have his/her building representative present during a meeting with administration at which time formal disciplinary action is to be taken.

8. District Evaluation File

A member of Unit III may review the contents of his/her official personnel evaluation file with the administrator in charge of personnel or his/her designee, at a mutually convenient time after or before the end of the work day. A representative of the Association may, if the member desires, accompany the member.

9. Confidential Personnel

Excluded from the Unit shall be up to two (2) Secretaries to the Superintendent of Schools, the Secretary and two (2) Payroll Clerks in the Office of the Assistant Superintendent for Business; the Secretary to the Assistant Superintendent for Instruction and Personnel; and the Secretary to the Assistant Superintendent for Human Resources and Administration. The District will comply with all PERB regulations and procedures should it seek to designate any other Unit members as management/confidential.

10. Right to Unpaid Leave

Upon completion of twelve (12) years of service to the East Islip School District, a member of Unit III shall be entitled to an unpaid leave of absence for up to one (1) year.

11. Vandalism Damage to Cars

The District shall establish a fund of \$3,000 to compensate members of bargaining units represented by EITA for vandalism to their cars while parked in district parking facilities. To be eligible for reimbursement, the employee must make application to the Superintendent of Schools or his/her designee and

- a. provide proof that a report was filed with the police.
- b. present his/her insurance policy.

- c. provide proof that the damage did occur on school parking facilities.
- d. provide at least two (2) estimates for the cost of repairing the damage. The District will only reimburse an approved claim for the amount not covered by the employee's insurance. The Superintendent of Schools or his/her designee and the President of the Association, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be awarded.

Upon completion of the school year, the monies not expended shall be returned to the District General Fund and a new fund of \$3,000 shall be established on July 1.

ARTICLE VII: POSITION OPENINGS WITHIN THE UNIT

1. Notification of Vacancies

The Superintendent of Schools or his/her designee will notify the President of the Association in writing of any new positions to be created, or any vacancies which may occur in the present staff in the employment area of Unit III, citing qualifications and noting deadlines for submitting applications. Upgraded positions should be noted as such on postings. In the case of vacancies which occur during July and August, the District shall notify the Association President, providing specifics concerning application deadlines and procedures.

2. Request for Transfer

Transfers may be requested by members of Unit III, and shall be considered on their merits by the administration.

3. Notification of Employment Status

Members of the Unit who apply for promotion, as well as those who are newly hired, will be informed in writing of the Civil Service regulations pertaining to their probationary period, layoff and retreat and bump rules. The Association will, in consultation with the Suffolk County Civil Service Commission, identify the pertinent regulations and provide the District with a document which will satisfy the needs of this provision. The notification will be given prior to the appointment of the employee to the new position.

ARTICLE VIII: EMPLOYMENT TIME

1. Work Year and Work Day

All full-time employees of Unit III shall work five (5) days per week, seven (7) hours per day, exclusive of lunch, during the period from September 1 through June 30. The hours of the various positions shall be set by the immediate Administrative Supervisors of the employees with the approval of the Superintendent or his/her designee.

2. Lunchtime

Full-time employees of Unit III shall be provided lunchtime of one hour, exclusive of the seven working hours, during the period from September 1 through June 30. This lunchtime shall be designated by the immediate Administrative Supervisor.

3. Holidays

Members of this bargaining unit shall not be required to work on the Friday after Thanksgiving, Thursday and Friday preceding Easter when schools are not in session, or two days for religious observance, the day before and the day after Christmas and the day before New Year's Day; when Christmas and New Year's Day fall on a Saturday or Sunday, the Friday and Monday preceding and following Christmas, and the Friday preceding New Year's Day will be days off, except in cases of emergency. Effective July 1, 2019, unit members shall not be required to work on Yom Kippur or Rosh Hashanah. Also, all legal holidays, as per this Agreement, if school is not in session.

4. Overtime

Members of this Unit shall be paid time-and-one half for work beyond seven (7) hours per day, or when they work on legal holidays. Unit members may elect to substitute compensatory time in lieu of overtime compensation.

5. Notification of Work Year

Eleven-month employees shall work the eleven months designated by the Superintendent of Schools or his/her designee, 10½ month employee's shall work the 10½ months designated by the Superintendent or his/her designee. Employees shall receive notification of their work year at least thirty days prior to the expiration of the contract year. Ten-month employees shall work September 1 through June 30. Ten-month employees employed after July 1, 1975, shall work the ten months designated by the Superintendent or his/her designee.

6. School Closing - Inclement Weather

Should school be closed due to inclement weather, employees of Unit III will not be required to report for work. Should an employee of this unit be requested to work on this day, the day will be compensated with another day off.

7. Break Time

Employees shall be permitted one (1) fifteen (15) minute break per day, which shall be designated by their immediate Administrative Supervisor. Employees will notify their supervisor if they plan to leave the building area during this time.

8. Summer Hours

Between July 1 and August 31, full-time employees of Unit III shall work 6½ hours per day, exclusive of lunch.

ARTICLE IX: LEAVES OF ABSENCE

1. Sick Leave

All members shall receive paid sick days as follows:

10 month employees	9 days per year
10½ month employees	9½ days per year
11 month employees	10 days per year
12 month employees	11 days per year

All unit members shall receive three (3) additional days of paid sick leave per year after five (5) years of service.

2. Contingency Sick Leave Bank

- A. Annually at the commencement of each school year, the Board of Education will establish a "contingency sick leave bank" of 400 days for members of Unit III. Upon the completion of the school year, the remaining days in the "Bank", if any, shall be eradicated. Should the "Bank" be depleted prior to the close of the school year, days required may be borrowed from the coming school year allotment.
- B. When a member has exhausted his/her sick leave allowance and/or accumulation, he/she may make application for utilization of the "Bank". There shall be a three (3) day waiting period for eligibility from the time of the exhaustion of sick leave allowance and/or accumulation, which may be waived upon mutual consent of the Superintendent of Schools and the President of the Association. If approved, an eligible member may draw upon this "Bank" for a total of up to ten (10) days and may re-apply for additional days, if necessary. The approval of each application and the number of days granted will be as provided in (C) below. When an application is denied, reasons for such denial shall be stated in writing to the applicant. Days may be awarded, retroactively, at any time of the year.
- C. The Superintendent of Schools and the President of the Association, in conjunction with each other, shall accept or reject each application, and shall determine the number of days that may be granted from the "Bank". Either may request written verification for the need of such days from a school physician or a mutually agreed upon physician. Concurrence by a second physician may be requested by either the Superintendent and/or the President of the Association.

3. Emergency Days

Members of the Unit shall be allowed three (3) emergency days with pay each year after advanced written notification on the appropriate form, and acknowledgment by the immediate supervisor. These emergency days are to be used only for urgent business which could not be conducted outside of working hours or for religious observance. Unused days shall be converted to sick days and added to the employee's accumulation. These emergency days are not to be used to extend a weekend, recess, holiday and/or vacation unless there is approval by the Superintendent of Schools and/or his/her designee.

4. Bereavement Days

Unit members shall be provided three (3) paid days annually, upon written notification, because of a death in the immediate family. Immediate family is defined as parent(s), guardian(s), spouse, child, sibling, grandparents, grandchildren, father-in-law and mother-in-law. Also included is a significant other residing in the unit member's household. In addition, upon consultation with the President of the Association, the Superintendent of Schools or his/her designee may, in his/her discretion, permit bereavement days for the death of a family member not defined in this provision.

5. Special Leave

Each employee who desires a special leave of absence, with or without pay, must submit a written request for said leave of absence to the Superintendent or his/her designee. The Superintendent only shall make a recommendation to the Board of Education which shall be forwarded with said written request attached thereto. Said Board shall decide whether to grant the leave of absence on the basis of the individual merits of each request and the Superintendent's recommendation. Said employee shall be informed of the disposition of his/her request in writing.

6. Child Rearing Leave

Clerical employees of Unit III may request a child rearing leave, for up to one year. This request should be in writing to the Superintendent of Schools or his/her designee. This leave may be granted at the discretion of the Board without pay. The Board agrees if a leave is granted, all benefits to which an employee was entitled at the time of his/her leave of absence, as described herein, including unused sick leave, shall be restored upon his/her return.

7. Jury Duty

A 10 month, 10½ month, or an 11 month employee who is summoned to serve jury duty will request, through the Director of Personnel, a postponement to a non-working period of time. A member of Unit III required to serve as a juror during employment time shall be paid full salary without loss of sick or personal leave during the period of jury duty obligation.

8. Attendance Review Procedure

Should a building administrator be concerned with a unit member's attendance record, he/she shall take the following steps:

- a. Send a note to the unit member asking for a meeting to discuss the unit member's attendance. The unit member will be advised of his/her right to have a union representative present at that meeting.
- b. After a reasonable period of time, if the administrator still feels that the unit member has used sick leave excessively or abused sick leave, the administrator shall cause a meeting to occur between the affected unit member, his/her union representative and the Assistant Superintendent for Personnel or his/her designee. The purpose of said meeting shall be to conduct a complete review of the unit member's attendance record.
- c. At the discretion of the Assistant Superintendent for Personnel, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the unit member.
- d. If after a reasonable period of time following this meeting the administrator still feels that the alleged problem persists, he/she may cite his/her concerns in a written communiqué (letter or evaluation report) to the unit member, as well as to initiate whatever action he/she deems appropriate consistent with the terms of the contract and the law, in order to correct the alleged problem.

ARTICLE X: VACATIONS

1. 12 Month Employees

Each member of the Unit who fills a 12-month position shall be entitled to an annual vacation after completion of the following years of service:

<u>Years of Service Completed</u>	<u>Vacation</u>
Less than 12 months	One day vacation for each complete month of service to a maximum of 10 days.
1 through 3 years, 11 months	Two weeks
4 years through 11 years, 11 months	Three weeks (at least 2 weeks during the summer recess)
12 years & over	Four weeks

2. 10, 10½ and 11 Month Employees

Each member of the Unit who fills less than a 12 month position shall be entitled to an annual vacation during the school recess periods, or days when school is not in session, according to the following schedule:

10 month position	8 days
10½ month position	8½ days
11 month position	9 days

After 3 years, 11 months of completed service all above employees will receive three (3) additional vacation days annually.

3. Requests for Vacation Periods

All requests for vacation periods must be submitted to the Administrative Supervisor and approved by the Superintendent or his/her designee.

4. Continuous Service for Vacation Credit

An employee of Unit III, transferring between 10, 10½ or 11 months to 12 months, shall be credited for each year of continuous service in the District for the purpose of earning vacation days.

5. Use of Vacation Days

Members of the bargaining unit earn vacation days during the year of employment and are eligible to use such days during the year in which it is earned.

6. Snow Days

If scheduled make-up snow days are not utilized, unit members will not be required to report to work on the day that school is not in session and will receive a full day's compensation. If requested by their immediate supervisor to report to work with advance notice, the unit member shall report to work and receive a compensatory day.

ARTICLE XI: WORKERS' COMPENSATION

Whenever a member of Unit III is absent from his/her required duties as a result of personal injury caused by an accident or an assault occurring while he/she is acting within the scope of his/her employment, he/she will be paid full salary up to a limit of one (1) year during the period of disability of a recognized Workers' Compensation Claim without loss of sick leave. The District will claim the weekly benefits payable to the employee by the insurance carrier. The employee must file a claim for these benefits.

ARTICLE XII: FRINGE BENEFITS

1. Retirement Plan

The District will continue its participation in the Retirement Pension Plan of the NYS Employees' Retirement System. The Board has adopted Section 75-i of the New York State Employees' Retirement System and all members of the Retirement System are entitled to the benefits covered in this Section.

2. Disability Insurance

The District shall assume the full cost for long-term disability benefits commencing after six (6) months following the initiations of any disability, providing a total disability income of 66 2/3% of the unit member's income. The amount provided by the District will be reduced by any Social Security, NYS Retirement System, or Workers' Compensation disability benefits the member receives. Not included in the offset will be any settlement received by the member for loss of a limb or other permanent loss. Additionally, the amount paid by the District will be reduced by any other statutory benefit providing for replacement income, to the extent that the statutory benefit and the District's contributions will otherwise have exceeded the employee's salary in effect on the date that the disability began. In the event of any offset of disability income as hereinbefore set forth, the minimum monthly benefit provided by the District will be fifty (\$50) dollars. Unit members who apply for benefits under this plan must also apply for Social Security disability benefits as soon as they are eligible to do so. Denial of the claim by the Social Security Administration will not be grounds for denial of contractual disability benefits by the District. In the event that a Unit member is permanently disabled, the unit member shall be required to apply for NYS Retirement System disability as a condition to participation in the District disability plan. Denial of the claim by the Retirement System will not be grounds for denial of contractual disability benefits by the District. If the applicant is approved by the Retirement System, and the unit member is subsequently found to no longer be disabled, he/she will be guaranteed by the District to be returned to a position within the unit member's tenure area with all pre-existing rights.

3. Health Insurance, Dental Insurance, Welfare Fund Payment

Unit members eligible to participate in the District's health insurance plans hired on or before July 1, 2015, shall contribute seventeen (17%) percent toward the premium costs of the plan, which contribution shall increase to eighteen (18%) effective July 1, 2019 and nineteen (19%) effective July 1, 2020.

Unit members eligible to participate in the District's health insurance plans hired after July 1, 2015 shall contribute twenty (20%) percent toward the premium costs of the plan, which contribution shall increase to twenty-one (21%) percent effective July 1, 2019 and twenty-two (22%) percent effective July 1, 2020.

Unit members covered under another health plan may opt to receive the equivalent of fifty percent (50%) of the District's portion of the premium as of July 1, 2007, in lieu of this insurance coverage. The value of the buyout shall be set by calculating fifty percent (50%) of the District's portion of the premium on July 1, 2007, and such buyout value shall remain constant throughout the term of the agreement. Unit members must notify the Business Office of their desire to exercise this option no later than June 1st of the previous school year.

Eligible unit members to receive health insurance into retirement [individual or family as applicable pursuant to Empire rules], the unit member must have completed fifteen (15) years of service with the District and retired into the Employees' Retirement System ("ERS"). If the unit member has completed less than fifteen (15) years of service upon retirement, the unit member will receive health insurance only if eligible under the Empire rules and regulations and if eligible, only to the minimum extent permitted under the Empire Plan for that member. The premium contribution for health insurance into retirement by the eligible unit member under Empire Rules shall be twelve and a half (12.5%) percent for retirees that completed 15-19 years of service with the District and zero (0%) percent for retirees that completed 20 or more years of service with the District.

Prior to resignation from the District for purposes of retirement into ERS, members will be given individual agreements setting forth their retiree health benefit payment plan.

The District shall pay into the EITA Welfare Trust Fund the sum of \$930 per annum for each unit member.

The District's annual payment into the EITA Welfare Trust Fund shall be made on June 28 of the fiscal year of payment.

Effective July 1, 2007, the District shall take over the excess dental plan currently being offered through the Fund.

4. Social Security

The District agrees to provide this fringe benefit in accordance with New York State and Federal Laws.

5. Legal Holidays

Members of Unit III will not be required to work on the following holidays if school is not in session. If school is in session, the day will be compensated with another day when school is not in session at the discretion of the immediate Administrative Supervisor. If a legal holiday falls on a weekend, a compensatory day will be given.

Independence Day
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day

Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

ARTICLE XIII: SALARY

1. Salary Categories

The following salary categories will be utilized in the placement of Unit III employees on the East Islip School District Salary Schedule:

<u>Category B</u>	Attendance Aide Clerk Typist
<u>Category C</u>	Stenographer Office Application Specialist
<u>Category D</u>	Account Clerk Account Clerk Typist Senior Clerk Senior Clerk Typist Senior Stenographer
<u>Category E</u>	Purchasing Agent
<u>Category F</u>	Senior Office Application Specialist

2. Salary Schedules

Salary Schedules for 2018-2019, 2019-2020, and 2020-2021, will be as provided in Appendix A, B, and C. The salary increases for each year of the contract shall be as follows:

2018-2019	0.0% effective July 1, 2018
2019-2020	1.5% effective July 1, 2019
2020-2021	1.5% effective July 1, 2020

All newly hired employees shall remain on step "P" of the salary schedule for 18 months prior to advancing on Step 1 of the salary schedule the following July 1st. Advancement on step is predicated on there being no restriction on step movement for the applicable year in the collective bargaining agreement.

3. Retirement Incentive Plan

A retirement incentive award of \$9,000 or \$12,000 will be available to members of Unit III who qualify as provided below:

Unit members must have 15-19 years of service in the District and retire into the NYS ERS to receive the \$9,000 incentive award or 20 or more years of service in the District and retire into the ERS to receive a \$12,000 incentive award.

For all employees hired after July 1, 2015, the retirement incentive shall be \$8,000 if they have 15-19 years of service in the District and retire into the NYS ERS, and \$11,000 if they have 20 or more years of service in the District and retire into the NYS ERS.

4. Payment for Accumulated Sick Days

Upon termination of employment for retirement/vesting purposes, unit members who have accumulated at least forty (40) sick days will receive payment for all such days according to the following schedule:

First 75 days	\$50 per day
From 76 days to 125 days	\$70 per day
126 days to 200 days	\$100 per day

A unit member shall not accumulate more than 200 sick days during their employment, except those unit members that have accumulated more than 200 days at the end of the 2007-08 school year. These unit members shall have their number of days frozen at their accumulated total at the end of the 2007-08 school year at the reimbursement rate of \$70 per day.

5. Position Re-Classification by Suffolk County Civil Service

Should an employee position be re-classified by Suffolk County Civil Service, the employee's salary shall be adjusted according to the appropriate category of the new job title. Such salary adjustment shall be effective on the date of the Civil Service change of classification and shall not be retroactive beyond that date.

6. Prior In-District Service Credit

- A. For members of Unit III transferring from one vertical column of this schedule to another, they shall receive full experience credit for any prior service within the district's employ.
- B. All employees of Unit III hired on or prior to February 1st, will advance to the next step of the salary schedule the following fiscal year. Those employed after February 1st will remain on the same salary schedule step for the following year.

7. Incentive-Longevity Pay

After the completion of the number of years of continuous service indicated below, all full time employees shall receive an additional sum added to their present salary rate if the evaluation reports received for the previous three years have of majority of items that have been rated satisfactory. All members of Unit III currently receiving longevity increments shall continue to receive them for the duration of this contract.

Effective July 1, 2019, the annual longevity shall be adjusted by 1.5%. Effective July 1, 2020, the annual longevity payment shall be adjusted by 1.5%. Longevity amounts for each year of this Agreement shall be as follows:

Effective July 1, 2019:

After twelve (12) years of continued service	\$4,994
After fifteen (15) years of continued service	\$1,933
After twenty (20) years of continued service	\$1,206
Unit members who are beyond the last step of the salary schedule will receive:	\$2,940

Effective July 1, 2020:

After twelve (12) years of continued service	\$5,069
After fifteen (15) years of continued service	\$1,962
After twenty (20) years of continued service	\$1,225
Unit members who are beyond the last step of the salary schedule will receive:	\$2,985

8. Method of Salary Payment

- A. 12 month employees shall receive 1/26 of annual salary bi-weekly over a 12-month period.
- B. 11 month employees shall receive 1/26 of annual salary bi-weekly over an 11 month period, except the last paycheck in June, which will be 3/26 of annual salary.
- C. 10½ month employees shall receive 1/26 of annual salary bi-weekly over a 10½ month period, except the last paycheck in June, which will be 4/26 of annual salary.

- D. 10 month employees shall receive 1/26 of annual salary bi-weekly over the 10 month period, except the last paycheck in June, which will be 5/26 of the annual salary.

9. Payroll Deductions

- A. The Board agrees that the following may be deducted from payroll at the option of the clerical employee:

- (1) Loan payments to the New York State Retirement System
- (2) United States Savings Bonds
- (3) Teachers' Federal Credit Union
- (4) Tax Sheltered Annuities - changes only on 10/1 & 2/1
- (5) United Way
- (6) EITA Welfare Trust Fund
- (7) NYSUT Benefits Fund
- (8) Miscellaneous

- B. The Board agrees that appropriate dues for the East Islip Teachers' Association will be deducted from payroll at the option of the clerical employee, subject to conditions as follows:

- (1) The clerk electing payroll deduction shall complete a dues authorization card.
- (2) The Association shall certify to the Board in writing the current rate of membership dues.
- (3) Dues Deductions referred to in this Section will be made in twenty (20) equal installments. The Business Mgr. will remit all payroll deductions to the Treasurer of the Association within the (10) days following the previous month's payroll deductions.

10. Transfers

Transfers from other governmental agencies will be placed on the appropriate location of the Salary Schedule when permitted according to Suffolk County Civil Service Regulation.

11. Appointments

The District may award experience credit to new hires, and thus place newly appointed employees on whatever step of the schedule that it deems appropriate.

ARTICLE XIV: NOTIFICATION OF RETIREMENT

Effective July 1, 2015, unit members will endeavor to provide notice of their resignation for the purpose of retirement at least four (4) months prior to their effective date of retirement.

ARTICLE XV: LEGISLATIVE ACTION

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 BODY HAS GIVEN APPROVAL.

ARTICLE XVI: IMPLEMENTATION AND DURATION OF CONTRACT

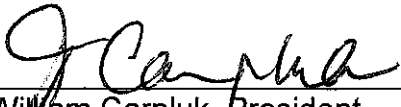
1. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that except by mutual consent, negotiations, will not be reopened on any item whether contained herein or not.
2. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. The provisions of this agreement shall become part of the established policies of the Board.
3. If any provision of this Agreement or any application of this Agreement 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 for the duration of the contract.
4. Copies of this Agreement shall be distributed to all employees of Unit III now employed and hereafter employed.
5. This Agreement shall become effective July 1, 2018 and remain in effect until June 30, 2021.

ARTICLE XVII: RATIFICATION OF CONTRACT

1. After the Negotiators for the District and the Association have reached agreement, the agreement shall be presented to the Board of Education and to the membership of the Association for ratification within one week.
2. Within ten (10) days after the presentation to the Board and to the membership of the Association, notification of ratification or rejection shall be made a matter of public record. If ratified, a Ratification Document shall be signed at the end of a copy of this contract by the President of the Board of Education and the President of the Association.

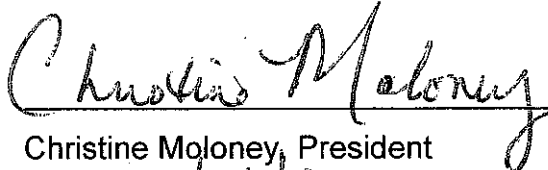
3. If either or both parties fail to ratify the agreement, it shall be the responsibility of the Chief Negotiator and the negotiating representatives of the Association to resume negotiations immediately in an effort to secure an agreement which will be ratified by both parties.

EAST ISLIP BOARD OF EDUCATION



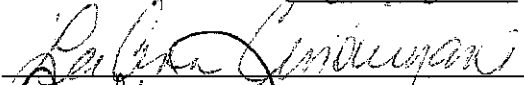
William Carpluk, President
Date: 5/25/2020

EAST ISLIP TEACHERS' ASSOCIATION

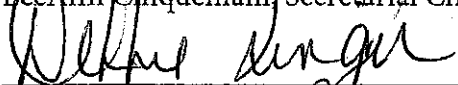


Christine Moloney, President
Date: 6/26/2020


Negotiating Team



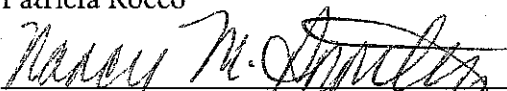
LeeAnn Cinquemani, Secretarial Chapter President



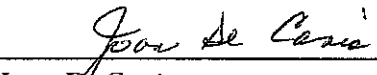
Debbie Finger



Patricia Rocco



Nancy Ippilito



Joan DeCanio



Margaret Carroll

Appendix A

CLERICAL SALARY SCHEDULE 2018-2019											
Step	B12	B11	B105	B10	C12	C11	D12	D11	E12	F12	
P	\$34,218	\$31,364	\$29,940	\$28,516	\$37,056	\$33,971	\$40,285	\$36,925	\$48,605	\$57,209	
1	\$34,555	\$31,676	\$30,236	\$28,793	\$37,421	\$34,303	\$40,682	\$37,291	\$48,947	\$57,769	
2	\$35,338	\$32,398	\$30,923	\$29,451	\$38,207	\$35,021	\$41,516	\$38,054	\$49,823	\$58,954	
3	\$36,124	\$33,117	\$31,608	\$30,104	\$38,993	\$35,742	\$42,347	\$38,820	\$51,677	\$60,138	
4	\$37,008	\$33,924	\$32,383	\$30,838	\$39,973	\$36,641	\$43,381	\$39,762	\$53,550	\$61,606	
5	\$37,895	\$34,736	\$33,159	\$31,576	\$40,856	\$37,451	\$44,412	\$40,711	\$55,888	\$63,072	
6	\$38,775	\$35,544	\$33,928	\$32,314	\$41,741	\$38,262	\$45,442	\$41,653	\$58,250	\$64,535	
7	\$39,700	\$36,388	\$34,738	\$33,084	\$42,692	\$39,134	\$46,399	\$42,532	\$60,632	\$65,890	
8	\$41,523	\$38,061	\$36,329	\$34,600	\$44,608	\$40,891	\$48,413	\$44,380	\$62,861	\$68,990	
9	\$43,344	\$39,731	\$37,925	\$36,119	\$46,528	\$42,650	\$50,430	\$46,225	\$67,605	\$71,860	
10	\$45,259	\$41,489	\$39,605	\$37,718	\$49,120	\$45,024	\$52,540	\$48,160	\$70,934	\$74,863	
11	\$47,179	\$43,250	\$41,283	\$39,319	\$50,557	\$46,344	\$54,648	\$50,093	\$74,322	\$77,865	
12	\$49,097	\$45,004	\$42,961	\$40,912	\$52,568	\$48,189	\$56,761	\$52,028	\$77,773	\$80,879	
13	\$51,673	\$47,369	\$45,214	\$43,063	\$55,206	\$50,605	\$59,548	\$54,586	\$81,968	\$84,849	
14	\$54,761	\$50,155	\$47,871	\$45,593	\$58,374	\$53,511	\$63,159	\$57,891	\$87,077	\$89,992	
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Appendix B

CLERICAL SALARY SCHEDULE 2019-2020											
Step	B12	B11	B105	B10	C12	C11	D12	D11	E12	F12	
P	\$34,732	\$31,835	\$30,390	\$28,944	\$37,612	\$34,481	\$40,890	\$37,479	\$49,335	\$58,068	
1	\$35,074	\$32,152	\$30,690	\$29,225	\$37,983	\$34,818	\$41,293	\$37,851	\$49,682	\$58,636	
2	\$35,869	\$32,884	\$31,387	\$29,893	\$38,781	\$35,547	\$42,139	\$38,625	\$50,571	\$59,839	
3	\$36,666	\$33,614	\$32,083	\$30,556	\$39,578	\$36,279	\$42,983	\$39,403	\$52,453	\$61,041	
4	\$37,564	\$34,433	\$32,869	\$31,301	\$40,573	\$37,191	\$44,032	\$40,359	\$54,354	\$62,531	
5	\$38,464	\$35,258	\$33,657	\$32,050	\$41,469	\$38,013	\$45,079	\$41,322	\$56,727	\$64,019	
6	\$39,357	\$36,078	\$34,437	\$32,799	\$42,368	\$38,836	\$46,124	\$42,278	\$59,124	\$65,504	
7	\$40,296	\$36,934	\$35,260	\$33,581	\$43,333	\$39,722	\$47,095	\$43,170	\$61,542	\$66,879	
8	\$42,146	\$38,632	\$36,874	\$35,119	\$45,278	\$41,505	\$49,140	\$45,046	\$63,804	\$70,025	
9	\$43,995	\$40,327	\$38,494	\$36,661	\$47,226	\$43,290	\$51,187	\$46,919	\$68,620	\$72,938	
10	\$45,938	\$42,112	\$40,200	\$38,284	\$49,857	\$45,700	\$53,329	\$48,883	\$71,999	\$75,986	
11	\$47,887	\$43,899	\$41,903	\$39,909	\$51,316	\$47,040	\$55,468	\$50,845	\$75,437	\$79,033	
12	\$49,834	\$45,680	\$43,606	\$41,526	\$53,357	\$48,912	\$57,613	\$52,809	\$78,940	\$82,093	
13	\$52,449	\$48,080	\$45,893	\$43,709	\$56,035	\$51,365	\$60,442	\$55,405	\$83,198	\$86,122	
14	\$55,583	\$50,908	\$48,590	\$46,277	\$59,250	\$54,314	\$64,107	\$58,760	\$88,384	\$91,342	
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Appendix C

CLERICAL SALARY SCHEDULE 2020-2021											
Step	B12	B11	B105	B10	C12	C11	D12	D11	E12	F12	
P	\$35,253	\$32,313	\$30,846	\$29,379	\$38,177	\$34,999	\$41,504	\$38,042	\$50,076	\$58,940	
1	\$35,601	\$32,635	\$31,151	\$29,664	\$38,553	\$35,341	\$41,913	\$38,419	\$50,428	\$59,516	
2	\$36,408	\$33,378	\$31,858	\$30,342	\$39,363	\$36,081	\$42,772	\$39,205	\$51,330	\$60,737	
3	\$37,216	\$34,119	\$32,565	\$31,015	\$40,172	\$36,824	\$43,628	\$39,995	\$53,240	\$61,957	
4	\$38,128	\$34,950	\$33,363	\$31,771	\$41,182	\$37,749	\$44,693	\$40,965	\$55,170	\$63,469	
5	\$39,041	\$35,787	\$34,162	\$32,531	\$42,092	\$38,584	\$45,756	\$41,942	\$57,578	\$64,980	
6	\$39,948	\$36,620	\$34,954	\$33,291	\$43,004	\$39,419	\$46,816	\$42,913	\$60,011	\$66,487	
7	\$40,901	\$37,489	\$35,789	\$34,085	\$43,983	\$40,318	\$47,802	\$43,818	\$62,466	\$67,883	
8	\$42,779	\$39,212	\$37,428	\$35,646	\$45,958	\$42,128	\$49,878	\$45,722	\$64,762	\$71,076	
9	\$44,655	\$40,932	\$39,072	\$37,211	\$47,935	\$43,940	\$51,955	\$47,623	\$69,650	\$74,033	
10	\$46,628	\$42,744	\$40,803	\$38,859	\$50,605	\$46,386	\$54,129	\$49,617	\$73,079	\$77,126	
11	\$48,606	\$44,558	\$42,532	\$40,508	\$52,086	\$47,746	\$56,301	\$51,608	\$76,569	\$80,219	
12	\$50,582	\$46,366	\$44,261	\$42,149	\$54,158	\$49,646	\$58,478	\$53,602	\$80,125	\$83,325	
13	\$53,236	\$48,802	\$46,582	\$44,365	\$56,876	\$52,136	\$61,349	\$56,237	\$84,446	\$87,414	
14	\$56,417	\$51,672	\$49,319	\$46,972	\$60,139	\$55,129	\$65,069	\$59,642	\$89,710	\$92,713	
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