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#### Contract Database Metadata Elements

Title: **Bayport-Blue Point Union Free School District and Bayport-Blue Point Educational Office Personnel Association (2007)**

Employer Name: **Bayport-Blue Point Union Free School District**

Union: **Bayport-Blue Point Educational Office Personnel Association**

Local:

Effective Date: **07/01/07**

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BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT  
Bayport, New York

BAYPORT-BLUE POINT U.F.S.D.  
189 ACADEMY STREET  
BAYPORT, N.Y. 11705-1799

NEGOTIATIONS AGREEMENT

Between the

Bayport-Blue Point Board of Education

and the

Educational Office Personnel Association  
of Bayport-Blue Point

Effective July 1, 2007 through June 30, 2010

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

38

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2007-2010 Educational Office Personnel  
Association of Bayport-Blue Point  
Negotiations Agreement

1.

All previous benefits, working conditions, and practices are to remain as is unless otherwise amended by the following agreements.

**\*NEW HIRES** - Throughout this Agreement shall be defined as those hired on or after July 1, 1992.

1. Recognition:

The Educational Office Personnel Association shall consist of all Civil Service approved clerical titles except for the Secretary to the Superintendent of Schools, the Personnel Secretary, the Secretary to the Assistant Superintendent for Curriculum and Instruction, the Secretary to the Assistant Superintendent for Finance and Operations, and the Accountant.

2. Salary Schedules:

a. Salary schedules for 2007-08, 2008-09, and 2009-10 are attached as Appendices A and B.

b. An employee who is promoted to a position in a higher paying classification shall be placed on the first step of the new classification which results in a salary increase. If such step results in an increase of less than \$500 on an annual basis, the employee shall receive the salary set forth on that step plus an additional amount of money off schedule to equal a \$500 increase.

c. For each fifteen (15) college credits accumulated since the original date of employment, the employee will be paid an additional \$200 annually. This sum is not to exceed \$800 annually. Courses taken must be job related and must have prior approval of the the Superintendent of Schools.

**NEW HIRES** shall not be eligible for this benefit.

3. Longevity:

Longevity stipends shall be paid as follows:

<u>Years of Continuous Service</u>	<u>Amount</u>
15	\$ 500
18	750
21	1,000

Longevity payments are non-cumulative.  
**NEW HIRES** shall not be eligible for this benefit.

Crediting of Longevity:

Years of service shall be calculated by using the date of hire as the starting point and crediting subsequent anniversary years on that same date.

All longevity shall be credited according to the school year in which each anniversary occurs. Payment of longevity stipend will be made during the school year in which the anniversary occurs.

Example: Hire date 2/10/75...15th anniversary 2/10/90 (89-90 S/Y)  
18th anniversary 2/10/93 (92-93 S/Y)  
21st anniversary 2/10/96 (95-96 S/Y)

4. Overtime:  
Hours worked in excess of thirty-five (35) hours per week shall be paid at the straight-time rate or, at the request of the employee and approval of the district, the employee may be provided compensatory time. Hours worked in excess of 40 per week, however, shall be compensated at the rate of time and one-half.
5. Payment for Unused Accumulated Sick Time:  
Upon retirement, or vesting in the system after ten (10) years in Bayport-Blue Point School District, a clerical staff member will be compensated for unused sick days at the rate of one day for every three accumulated. Compensation shall be calculated at \$55 per day. The total number of compensated days may not exceed sixty (60).
6. Retirement:  
Subject to any required approval by the appropriate governmental authorities, the Board of Education agrees to participate in the New York State Employees' Retirement Plan, 75i.
7. Sick Leave:  
Sick leave will be cumulative to 180 days at the rate of thirteen (13) days per year for 12-month employees, pro-rated for employees who work less than twelve months. For purposes of accumulation, employees may accumulate a combination of personal business days (2) and sick days (13) annually.

**NEW HIRES** shall earn sick leave at the rate of one (1) day per month of service, not to exceed twelve (12) days per year.

Sick leave can be applicable to emergency illness in the immediate family. Immediate family is defined as father, mother, spouse, children, brothers, sisters, father-in-law, mother-in-law.

A doctor's note may be requested by the district after the employee has been absent for five (5) consecutive days.

8. Sick Leave Bank:  
Attached is Appendix C setting forth the Sick Leave Bank Plan.
9. Leave for Death in the Family:  
Clerical employees are permitted an absence of up to five (5) consecutive calendar days upon the death of an employee's mother, father, child, husband, wife, sister, brother, father-in-law, mother-in-law, stepfather or stepmother; up to two (2) days absence is granted upon the death of an employee's grandparent or grandchild. Absence for death in the family is not to be deducted from sick leave or from personal days allowable.
10. Medical and Dental Insurance:
  - a. Effective July 1, 1992, clerical employees shall be eligible to participate in the health insurance declination program per the terms of the Teachers' Agreement.
  - b. Medical coverage will be provided on the same basis as it is provided for the instructional staff.
  - c. Employees hired prior to July 1, 1992 shall pay 7% of the cost of health insurance premiums during the school year 2001-02, 10% during the school year 2002-03, and 12% thereafter; employees hired on or after July 1, 1992 but prior to July 1, 2001, shall pay 7% of the cost of health insurance premiums during the 2000-01 school year, 10% during the 2001-02 school year, and 12% thereafter; employees hired on or after July 1, 2001 shall pay 15% of the cost of health insurance premiums.
  - d. Employees shall not be afforded health insurance if they have a spouse who is afforded family coverage under the Empire Plan, and shall not be entitled to receive any payment from the District in lieu thereof. However, if as a result of not having coverage hereunder,

the employee is required to make a co-payment that he/she would not have otherwise had to pay, the employee shall be reimbursed by the District in an amount not to exceed one-half of the cost of the premium for a family plan. An employee whose spouse ceases to be afforded family coverage under the Empire Plan will be provided health insurance by the District subject to the contributions set forth herein. Should an employee who has retired, and who had not been afforded health insurance while working for the District, subsequently find himself/herself without any health insurance coverage as a result of divorce or death of their spouse, then in that event the District will start paying the premium on behalf of the employee if it is permissible to do so under the rules and regulations of the Empire Plan, and further provided that the cost to the District is no greater than it is for other retired employees. The only exception to this paragraph shall be employees hired prior to July 1, 1998 who are receiving a payment in lieu of health insurance as of March 14, 2001, and whose spouse is afforded family coverage under the Empire Plan as of this same date.

- e. The district shall offer a dental insurance plan which does not require the district to pay more than \$12.39 per month for individual coverage or \$30.81 per month for family coverage. Should the premium increase, the difference shall be borne by the participating employees.

11. Holidays:

Employees shall have the following holidays off:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Independence Day	Veteran's Day
Presidents' Day	Labor Day	Thanksgiving Day & the
Holy Thursday	Rosh Hashanah	Day after Thanksgiving
Good Friday	Yom Kippur	Christmas Day

The holiday shall be celebrated on the day designated by the federal/state government. If any holiday falls on a weekend, and there is no substitute day designated by the federal/state government, or if any holiday falls on a day when school is in session, the District will provide an alternate day off.

2007-2010 Educational Office Personnel  
Association of Bayport-Blue Point  
Negotiations Agreement

5.

12. Vacations:

1 - 2 years	2 weeks
3 - 7 years	3 weeks
8 - 12 years	4 weeks
13 years or more	5 weeks

Employees hired on or after July 1, 1992 shall not be eligible for the 5<sup>th</sup> week of vacation.

Years of service shall be calculated by using the date of hire as the starting point and crediting subsequent anniversary years on that same date. Vacation time will be accrued and used within the school year in which the anniversary occurs.

Example 1: Hire date 6/10/92      1st anniversary 6/10/93 (92-93 S/Y)  
2 weeks vacation to be used during  
the 92-93 S/Y

Example 2: Hire date 1/12/85      8th anniversary 1/12/93 (92-93 S/Y)  
4 weeks vacation to be used during  
the 92-93 S/Y

If a clerical staff member is directed to work by her immediate supervisor or the District Office during her vacation period, the following daily rate will apply: \$60 per day above their regular rate of pay. Each employee is assured the following vacation days:

1 - 5 years	10 days
6 - 10 years	15 days
11+ years	20 days

If the employee consents, vacation pay may be given in lieu of vacation time. Employees who are entitled to the maximum amount of vacation allowable, may sell back to the District up to 10 vacation days at the rate of 1 day's pay for every two vacation days.

Adjustment for Vacation Days Lost:

Those clerical workers who lost vacation days as a result of the change in July 1, 1991-June 30, 1994 contract language would be allowed to recover the time due them as indicated below. The process enumerated below would continue until all lost vacation time is recouped or until the person



leaves the district, at which time any lost vacation time left would be paid out at the then per diem rate.

- a. In any one year, take a maximum of five (5) days of the vacation time that they lost by exchanging them for pay.
- b. Additionally, in any one year, take a maximum of five (5) vacation days to be used with their current vacation time allotment.
- c. Recover all of the time due to the individual when leaving the employ of the district.

The individuals effected, and the time due each (as of 1/23/04), is as follows (reflects time due in 1991-92 school year under old language):

<u>Name</u>	<u>Days</u>	<u>Name</u>	<u>Days</u>
Antos, Carol	14	Israelian, Maryann	6
Dluginski, Maureen	7.5	McDonald, Eleanor	4
Ferri-Kirby, Lynn	8	Rogers, Virginia	2
Grosso, Dorothy	15	Russo, Andrea	9
Hylwa, Dorothy	15		

13. Recess Periods:  
Effective July 1, 2004, clerical staff members will work eleven (11) six-hour days during the three recess periods. Employees will be notified by November 1st as to which recess period days they must work. If an employee works more than the above specified number of days, the rate of pay will be \$60 per day above the regular rate of pay.
14. Personal Business Days:  
Two (2) personal days will be granted per year. Unused personal business days will be applied to the employee's sick leave accumulation at the end of each school year. Requests for personal days must be given at least forty-eight (48) hours in advance of the personal day. In cases of emergency, advance notice may be waived. Both parties agree that personal days are to be used only if the personal business involved can be handled only by the

employee and only during the working day, and that no other arrangements can be made. It is understood that abuse of this section by any employee (as well as abuse of all provisions of the contract for time off) is regarded as a serious offense with possible disciplinary measures or charges.

15. Emergency School Closing:

When school is closed because of snow or other hazardous conditions, employees will not be required to report to work unless called by their immediate supervisor. When an employee is required to work when school is closed, transportation will be provided by the school district, if necessary. The District will provide employees who work under this provision with overtime.

16. Contracts:

Contracts for personnel shall be furnished to each member of the unit.

17. Leave of Absence Without Pay:

Leave without pay for child care or for illness in the immediate family (father, mother, spouse, children, brothers, sisters, father-in-law, mother-in-law) which requires an employee to cease work may be granted for up to one year. The leave will be restricted to the reason stated in the application for leave. To change the reason, the employee must obtain consent of the District, which will not be unreasonably withheld.

The final decision rests with the Superintendent of Schools as to the recommendation to the Board of Education. No less than sixty (60) days prior to the expiration of the leave, the employee must give notice of his/her intention to return. Failure to provide at least sixty (60) days' notice will result in a thirty (30) day extension of the leave without pay. Failure to provide notice at least fifteen (15) days prior to the expiration of the leave will constitute a voluntary resignation and the district may take steps to fill the position. During the leave, salary increments will not be permitted, but an employee who has worked at least six months of the school year before beginning his/her leave will be credited with a full year of service for that year upon his/her return.

18. Vacancies/Promotions/Transfers:

All openings for vacancies and/or promotions in the Association staff, full or part-time, will be adequately publicized by notifying each employee via a job posting as soon as these openings arise. A job description and statement of qualifications for these positions will be clearly indicated in the announcement. All applications will be submitted for consideration within one week after the announcement of vacancies, and personnel already employed in the District will be interviewed and considered prior to considering other applicants.

Among equally qualified employees, the most senior employee who requests a transfer will be transferred provided this will not conflict with the needs of the District. However, the final decision will rest with the Superintendent of Schools. Seniority will be based on the length of continuous service in the school district. In the event that employees have identical seniority dates, the employee working on a twelve-month basis at the time of requested transfer shall have seniority over any employee on a ten-month basis.

Promotions shall be only those recognized by the Suffolk County Department of Civil Service Rules and Regulations. Employees filling temporary vacancies in higher classifications shall receive the pay of the higher title after thirty (30) consecutive days of work.

19. Excessing and Recall:

Employees whose last appointment date from which s/he continuously served until being excessed was prior to July 1, 1992, shall, if recalled, be entitled to those benefits under the then applicable agreement that are afforded employees hired prior to July 1, 1992. Upon recall, such employee shall be placed on the same step of the salary schedule s/he was on at the time of excessing.

Employees whose last appointment date from which s/he served continuously until being excessed was July 1, 1992 or later, shall, if recalled, be entitled to those benefits under the then applicable agreement that are afforded new hires. Upon recall, such employees shall be placed on the same step of the salary schedule s/he was on at the time of excessing.

All employees who are excessed and then recalled shall, if recalled, have restored those unused and accrued sick and personal days which they had at the time they were excessed.

**2007-2010 Educational Office Personnel  
Association of Bayport-Blue Point  
Negotiations Agreement**

9.

20. Review of Office Work Loads:  
Building administrators will review office work loads with the staff in their buildings prior to submission of the budget to the Superintendent of Schools.
21. Summer Hours:  
Clerical staff members will work a 30-hour work week during July and August.
22. Conference Day:  
The staff shall have the privilege of holding its own conference on the day of the teachers' conference, subject to prior approval of the Superintendent of Schools. All employees will be obligated to attend this conference or to report to their regular work station.
23. Anti-Strike Pledge:  
The Association affirms that it does not have the right to strike, nor does it have the right to condone, encourage, or instigate strikes or other unlawful action. The Association and its agents will not assist or participate in strikes, sanctions, work slow-downs, or any concerted effort which is designed to impair the normal operation of the school system.
24. Management Clause:  
Except as expressly provided otherwise by this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of the employees, are vested exclusively in the Board of Education.
25. Zipper Clause:  
The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent.
26. Agency Shop:  
Subject to the following, the Board of Education shall deduct from the salary of any employee who is included in the Unit but is not a member of the Educational Office Personnel Association of Bayport-Blue Point, an amount up to the equivalent of dues payable by a member of the local Association. The Board shall transmit the monies so collected to the local Association.

The Board of Education agrees to an agency shop fee deduction provision, as authorized by law, upon the following conditions:

- a. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law, and other relevant statutes and case law.
  - b. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association as provided by law.
  - c. That the Educational Office Personnel Association of Bayport-Blue Point represents to the Bayport-Blue Point Board of Education that it has an appeal procedure which is available to any individual member of the bargaining unit who is desirous of appealing the application of the agency shop provisions included within this agreement. A copy of the appeal procedure is on file in the District Office.
  - d. That as long as the Board complies with the law and this agreement, the Association agrees to save the Board harmless with respect to all demands, claims, awards, or judgments assessed against the Board by reason of any claim made with respect to fees collected under this provision. It is understood that in lieu of payment of counsel fees, the local Association shall provide appropriate representation to defend the District should it become necessary.
  - e. That a bargaining unit member wishing to appeal the agency fee shall be precluded from using the contractual grievance procedure. Such person shall look to the local Association for relief.
27. Building Representative:  
Members are entitled to a building representative in each building. The Administration will strive to give such Building Representative some free time to cope with grievances upon timely request. The final decision will rest with the Administration.
28. Grievance Procedures:  
Formal Grievance Procedures are hereby instituted as follows:

Section I: General Policy

It is the intention of the Board of Education that any employee, regardless of membership in an association should have full access to the Board of Education on any grievance that may arise.

Section II: Definition

A grievance is a claim by any employee or group of employees that a provision of this Agreement has been violated.

Section III: Procedure

An employee must first present his/her problem (in writing) to the building principal within thirty (30) days of the conduct or act complained of. If they are not able to resolve the problem, and that fact is stated by either party in writing, a grievance exists. Then, and only then, can the employee initiate the Grievance Procedure.

Wherever an employee prefers, s/he may choose any member of his/her particular staff, or a legal representative, to accompany him/her through the various stages of the Grievance Procedure.

The Association will establish a Grievance Committee which will hear the application of the aggrieved employee. Once that committee has endorsed the existence of a grievance, the following levels of negotiations are to be pursued:

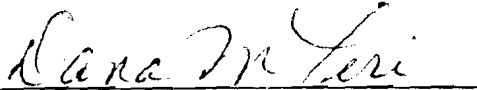
- Level I        The aggrieved party endeavors to settle the case with the parties immediately concerned. If no solution is reached, the grievance is taken to the next level.
  
- Level II        The aggrieved party presents the grievance to the Superintendent of Schools. If the aggrieved party is not satisfied by the resolution of the problem at this level, the Grievance is taken to the next level.
  
- Level III       The aggrieved party presents the grievance to the Board of Education. The Board reviews the matter, and will announce its decision within a period of thirty (30) days.

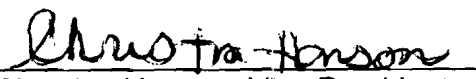
29. Duration of Agreement:

This agreement shall be effective from July 1, 2007 through June 30, 2010 and shall automatically be renewable for successive one year terms unless either party serves written notice of termination on or before January 15 of the year in which it is desired to terminate the contract, but in no event before January 15, 2010.

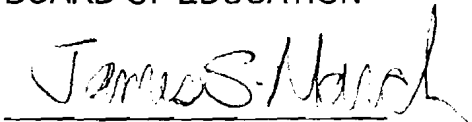
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this *29* day of *August*, 2007.

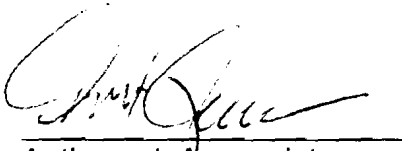
EDUCATIONAL OFFICE PERSONNEL  
ASS'N. OF BAYPORT-BLUE POINT

  
\_\_\_\_\_  
Dana Teri, President

  
\_\_\_\_\_  
Christina Hanson, Vice President

BAYPORT-BLUE POINT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
James S. March, President

  
\_\_\_\_\_  
Anthony J. Annunziato  
Superintendent of Schools

**2007-2010 Educational Office Personnel  
Association of Bayport-Blue Point  
Negotiations Agreement**

**Appendix A**

**SALARY SCHEDULES**

<u>Title</u>	<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Clerk</b>	Entry	32218	33265	34429
	1	33343	34427	35632
	2	34156	35266	36500
	3	34970	36107	37371
	4	35781	36944	38237
	5	36596	37785	39107
	6	37408	38624	39976
	7	38221	39463	40844
	8	39033	40302	41713
<b>Clerk Typist</b>	Entry	34529	35651	36899
	1	35654	36813	38101
	2	36569	37757	39078
	3	37484	38702	40057
	4	38397	39645	41033
	5	39312	40590	42011
	6	40227	41534	42988
	7	41143	42480	43967
	8	42056	43423	44943
	9	42971	44368	45921
	10	43885	45311	46897
	11	44801	46257	47876
	12	45716	47202	48854
<b>Stenographer/ Account Clerk/ Senior Clerk Typist</b>	Entry	36839	38036	39367
	1	37965	39199	40571
	2	38981	40248	41657
	3	39997	41297	42742
	4	41013	42346	43828
	5	42145	43515	45038
	6	43046	44445	46001
	7	44061	45493	47085
	8	45081	46546	48175
	9	46094	47592	49258
	10	47111	48642	50344
	11	48127	49691	51430
	12	49145	50742	52518



2007-2010 Educational Office Personnel  
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**Appendix B**

<u>Title</u>	<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Senior</b>	Entry	39151	40521	41939
<b>Stenographer/</b>	1	40277	41586	43042
<b>Senior</b>	2	41394	42739	44235
<b>Account Clerk</b>	3	42511	43893	45429
	4	43630	45048	46625
	5	44748	46202	47819
	6	45866	47357	49014
	7	46983	48510	50208
	8	48100	49663	51401
	9	49221	50821	52600
	10	50337	51973	53792
	11	51457	53129	54989
	12	52571	54280	56180

**SICK LEAVE BANK**

Agreement between the Bayport-Blue Point Board of Education and the Educational Office Personnel Association of Bayport-Blue Point.

WHEREAS the parties have agreed that the Sick Leave Bank hereinafter described is established in lieu of a disability plan, and separate from the CSEA Sick Leave Bank,

NOW, THEREFORE, a Sick Leave Bank is hereby established to be effective July 1, 1976, revised effective July 1, 1984, amended effective July 1, 1997, and revised effective July 1, 2000 upon the signing of this Agreement and to be on the following basis:

A. Definitions:

1. Prolonged and continuous illness shall be defined as a disability causing an absence from work which commences after the effective date of the Sick Leave Bank and extends beyond fifty work days. However, in the case of ten-month employees, if the onset of disability occurs between July and August 31, this provision will be satisfied by the disability continuing beyond August 31st for said period of fifty (50) work days. In no case will payment under this provision be made during the first fifty (50) work days of the disability unless hereinafter provided.
2. Doctor shall refer to a physician, doctor, osteopath, psychiatrist, or any other person duly licensed to prescribe medication or medical treatment.
3. Employee as used in these procedures includes all employees of the Board who are included in the bargaining unit for the Educational Office Personnel Association of Bayport-Blue Point who are eligible for sick leave days and who have completed one (1) year of service. Suffolk County Civil Service Clerical employees who are designated "confidential" by the Board of Education, and the accountant are also eligible.
4. Work days shall mean days which the employee would have been scheduled to work except for disability.

5. Sick Bank Committee refers to the Committee comprised of the President plus one additional member of the employee unit.

**B. Exclusions:**

1. Excluded from coverage under this Sick Leave Bank are those absences caused by intentional self-inflicted injury of any kind, absence resulting from a normal pregnancy not resulting in a disability, or absence caused by alcoholism (unless the employee is currently in treatment for the alcoholism, which treatment is the cause of absences), or drug addiction. Additionally, no employee shall be eligible to utilize the sick bank for a stress related illness unless hospitalized or under the care of a psychiatrist and must be evaluated every thirty (30) days.
2. An employee who receives benefits by reason of this provision shall be obligated to refund to the Board of Education any recovery made by such employee for said disability from the employee's claim against an insurance policy (including Workers' Compensation) to the extent that such recovery is specifically identified as a reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the employee under this provision. Upon such refund, the Board of Education shall add the equivalent number of days to the Sick Leave Bank. The formula for determining days to be added shall be based on step one of the minimum salary position for Suffolk County Civil Service Clerical staff calculated at the rate of 1/200th for ten-month employees and 1/260th for twelve-month employees.

**C. Establishment and Maintenance of Sick Leave Bank:**

The Sick Leave Bank shall be maintained in the following manner:

1. Annual deduction shall be at the rate of one (1) day from each clerical employee with the Board of Education contributing one (1) day for each day so deducted and these total days deposited into the fund.
2. a. The deduction/contribution aforementioned shall continue until the fund accumulates three hundred (300) days. The use of the Sick Leave Bank shall at all times be restricted to the number of days actually accumulated and remaining available in the Sick Leave Bank at the time an application is made by

an eligible employee to draw upon the Sick Leave Bank. In the event that the Sick Leave Bank is reduced by the use thereof to a number of days less than one hundred and eighty (180) days, then at the commencement of the school year immediately following such event, and, if necessary, at the commencement of each succeeding school year, a further deduction of one (1) such day from the annual sick leave of each employee and one (1) day contribution from the Board shall be made until the fund is equal to or exceeds three hundred (300) days.

- b. Upon completion of one year of service and at the commencement of the school year immediately following, new clerical employees' deduction/contribution will be made on the basis of original deduction/contribution for all employees as follows: First year, 3 days; Second year, 2 days; Third year, 1 day. The District shall contribute in the prescribed amount.
- c. At any time, and for any reason, an employee may contribute up to five (5) additional days in each school year, subject to the above mentioned maximum days in the fund. The District shall not contribute for these days.
- d. Employee's normal annual accumulation of sick leave days while utilizing the Sick Bank shall be deposited into the fund on a pro-rated basis for each month of sick bank use up to a total of ten (10) days per school year.
- e. Any clerical employee who has accumulated the maximum of 180 sick days may contribute her annual allotment of days to the Sick Leave Bank without district contribution for these days.

D. Eligibility:

In order to be eligible to draw upon the Sick Leave Bank an employee must:

- 1. Presently be suffering from a prolonged and continuous illness as defined herein.

2.
  - a. Submit a physician's written statement prior to the use of the Sick Leave Bank indicating the diagnosis, the date of the onset of the condition, advice of the doctor as to the need for leave, the starting date of absence, and the anticipated date of return to duty.
  - b. The Board of Education, and/or the Sick Bank Committee may require additional medical statements from the attending doctor (as herein before defined) at thirty (30) day intervals to maintain eligibility for the Sick Leave Bank.
  - c. The Board of Education shall have the option of having the prolonged and continuous illness certified in writing by a doctor specified by the Board of Education.
  - d. In the event that either the Sick Bank Committee (as herein before defined) or the Board of Education disapproves a request to use the Sick Bank, and if the dispute involves a determination regarding the ability of the employee to perform her assignment, then at the request of the employee, the Board of Education and Sick Bank Committee shall select a doctor from a panel recommended by the A.M.A. (American Medical Association), Suffolk County Chapter.

The method of selecting the doctor from the panel shall be similar to that used by the A.A.A. (American Arbitration Association) for selecting an arbitrator. The determination of the third doctor shall be final and binding on all parties. The decision must be made within fourteen (14) calendar days. However, if the Committee and the Board concur in disapproving a request the employee shall not have the right to make this request.

3. Have satisfied the waiting period unless as otherwise herein provided.
4. Confidentiality of Sick Bank users shall be maintained at all times; information will be confined to the Sick Bank Committee and the Superintendent.

E. Duration and Subsequent Use:

1. In no case will a ten (10) month employee receive benefits from the Sick Bank for months outside the employee's regular work year. (Example: 10-month employee who is receiving benefits under the Bank will receive them through June 30th; benefits will cease for July and August and commence on September 1st if the disability continues to that time.)
2. Independent of the duration of the prolonged and continuous illness, an employee who is eligible to draw on the Sick Leave Bank may do so until the following is met: Employee is eligible, as affirmed by the New York State Employees' Retirement System, for a disability pension, or for a maximum period of ten (10) months, whichever occurs first.
3. In the event an employee who has drawn upon the Sick Leave Bank returns to active duty, that employee shall not be precluded from drawing on the Sick Leave Bank for subsequent disability whether occasioned by the previous cause or a new cause provided that the subsequent disability continues for a period of fifty (50) work days as herein before provided.