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SEC 15996

**AGREEMENT**

between

**THE PORT WASHINGTON UNION FREE SCHOOL DISTRICT**  
Town of North Hempstead, Nassau County  
Port Washington, New York

and

**THE PORT WASHINGTON ASSOCIATION OF  
EDUCATIONAL SECRETARIES**

covering

**CLERICAL EMPLOYEES**

**July 1, 2007 – June 30, 2011**

**RECEIVED**

FEB 03 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

85



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## **RECOGNITION**

Under this Agreement, made and entered into by and between the Port Washington Union Free School District, Town of North Hempstead, Nassau County, Port Washington, New York (hereinafter referred to as the "District"), and the Port Washington Association of Educational Secretaries (hereinafter referred to as the "Association"), the Board hereby recognizes the Association as the exclusive bargaining agent for all eligible employees in the Clerical Bargaining Unit. Excluded from the Unit are the positions of the Secretaries to the Superintendent (2), the Secretaries to the Assistant Superintendent for Human Resources and General Administration (2), the Secretary to the Assistant Superintendent for Business (1) and the Secretary to the Assistant Superintendent for Curriculum, Instruction and Assessment (1).

## **TAYLOR LAW PROVISION**

**It is agreed by and between the parties, in accordance with article 14, section 204-1 of the Taylor Law, that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.**

## **I. ASSOCIATION RIGHTS**

### **A. ASSOCIATION BUSINESS**

The Association shall have free and unhindered use of mail boxes for the purpose of distributing legitimate Association material to its membership.

In addition, bulletin board space shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

### **B. ASSOCIATION MEETINGS**

Space shall be made available to the Association, without charge, for the conduct of general meetings of the membership and individual committee meetings. In those instances where the Association is permitted to use school space when custodial coverage is not otherwise scheduled for the facility, the Association agrees to pay all costs necessary for making such space available.

Duly authorized officers of the Association shall be free, within reason and with due regard to their assigned responsibilities, to transact official Association business directly related to the implementation of the Agreement during the day.

The Executive Board of the Association may hold an average of one meeting per month on school premises during the work day, but beginning no

earlier than 3:45 P.M. The Executive Board shall consist of no more than ten (10) people.

Furthermore, officers of the Association may be excused to attend official meetings of the organization. Payment for time lost shall be limited to not more than two (2) meetings per year for not more than two members of the Association. Officers shall be free to attend a reasonable number of additional meetings without pay, with the approval of the Superintendent. In the case of additional meetings, all costs for such attendance are to be borne by the employees or the Association.

#### **C. COMMUNICATIONS**

The Superintendent, or his/her designee, and the local committee of the Association, by mutual agreement, shall meet to discuss matters of interest and concern when requested.

All new employees will be advised of their rights and privileges concerning employee benefits at the time of employment, and the Association president shall receive copies of all personnel transactions. The Association is to be provided with copies of published Board surveys and reports, as well as agenda and minutes of public Board meetings.

#### **D. COMMITTEE OF REVIEW**

There shall be a Committee of Review for the purpose of making recommendations of eliminations, additions, and changes of any clerical position. This joint committee shall consist of a personnel administrator and two members of the Association appointed by their President / Co-President. The recommendations of the Committee shall be purely advisory to the Superintendent of Schools, and may be accepted or rejected, in whole or in part, by the Superintendent. The Committee shall meet once every two months, except where waived by both parties.

When the District contemplates reductions affecting members of the bargaining unit, it will discuss the proposed reduction with members of the Committee of Review.

#### **E. DUES DEDUCTION/AGENCY FEE**

Subject to reasonable District procedural requirements, the District will deduct and remit to the Association, the membership dues of employees who authorize such deductions in writing.

Dues deductions will commence one month after hire and will remain in effect for the remainder of the school year, and will be carried forward automatically into subsequent years unless written notice terminating this deduction is supplied to the District prior to June 1, by the covered employee of Association.

Every member of the bargaining unit who is not a member of the Port Washington Association of Educational Secretaries shall, within 30 days after

the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association.

The Association shall forward to the fiscal or disbursing officer of the District a list of non-members and the sum of money to be deducted from each clerical employee's paycheck for the agency fee. Said full amount shall be deducted from each clerical employee's paycheck not later than 30 days from receipt of a list of non-members. The fiscal or disbursing officer shall forward said total amount of agency fee each month to the Association.

It is agreed that the Association will save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of any actions or suits brought against the District by any employee in this unit of representation by the implementation of this agency fee provision.

## **II. CONDITIONS OF EMPLOYMENT**

### **A. AFTER SCHOOL PROCTORING/SUPERVISION**

Association members covered by this Agreement shall be compensated by the District on a matching fee basis for working as Assistant Proctors at SAT examinations. Such fees will be set each year by ETS. Opportunities for paid after school activities shall be publicized in all district buildings. In addition, Association members covered by this Agreement shall be compensated at the prevailing rates when assisting at sporting events or chaperoning events.

### **B. BREAKS**

A break of not more than 20 minutes will be permitted each day.

### **C. EMERGENCY SCHOOL CLOSINGS**

In those instances where a clerical employee is required to report for work on a snow day, one day of compensatory time-off, in addition to the employee's regular payment for the snow day, shall be granted. In the event of a failure to notify an employee of a declared snow day by 7 A.M., the employee shall be granted one half-day compensatory time off. This time off shall be taken at a time mutually agreeable to the employee and the immediate supervisor, subject to the Fair Labor Standards Act.

### **D. EVALUATIONS**

During the probationary period of each clerical employee she/he shall be provided with a minimum of two written evaluations by the immediate supervisor. Provisional employees shall be evaluated in a similar fashion. All permanent employees shall be evaluated on an annual basis using a form mutually developed by the Association and District.



#### **E. JOB CONDITIONS**

Clerical personnel will not be required to lift and carry cartons containing books and supplies for clerical processing. Assistance will be provided for clerical personnel so affected by the Office of the Assistant Superintendent for Business.

No clerical employee shall be required, but may do so if she/he so desires, to work in a building which does not have a custodian or another adult in attendance and a working telephone. A committee will be formed to research methods of protection for clerical personnel working in an office when school is not in session and no administrator, teacher or custodian is within close proximity.

This committee will also meet with the nurse-teacher coordinator to formulate procedures to be followed by clerical personnel regarding any medical occurrence during the absence from the school building of the school nurse (e.g. lunch break) or other first aid certified staff. Protective gloves shall be made available and easily accessible for Association members' use when a situation demands personal physical contact with an injured or ill student where bleeding or vomiting is present or imminent.

It is the obligation of the school district to provide new office equipment, where required, and provide each employee with their own workspace.

#### **F. MEDICAL EXAMINATIONS**

The Board shall require all new clerical employees to submit evidence of a pre-employment medical examination.

The costs of medical examinations required by the Board shall be borne by the Board, if the examination is by a physician approved by the Board.

#### **G. OVERTIME WORK**

Hours of work for clerical employees up to thirty-five (35) in a week, shall be compensated at the regular rate.

Hours of work over thirty-five (35) in a week and all Saturday, Sunday or holiday work shall be compensated at time and one-half the regular rate or time and one-half compensatory time.

#### **H. PERSONNEL FILES**

Upon the request of any clerical employee, such employee shall be permitted to examine her/his personnel file.

No material shall be placed in an employee's personnel file unless that employee has had an opportunity to read the material. The employee shall acknowledge that she/he has read such material by affixing her/his signature to the actual copy to be filed, with the understanding that such signature merely signifies that she/he has read the material to be filed and does not necessarily indicate agreement with its content.

The employee shall have the right to answer any material filed and her/his answer shall be attached to the file copy. Such response must be submitted

within 20 business days to the date of receipt of the document that is being placed in her/his file.

**I. POSTING OF POSITIONS**

All clerical position openings shall be adequately publicized in each district building, and all personnel covered by this Agreement shall be given initial opportunity to make application for such positions.

Specific information, i.e., classification, building and department, shall be provided concerning the clerical positions available.

During July and August the District shall be responsible to notify all 10 month employees of all vacant clerical positions. Employees covered by this Agreement will be provided ten (10) working days from the date of notification to make application for such position.

**J. PRIOR WORK EXPERIENCE**

When hired, clerical personnel new to the bargaining unit may be given credit on the appropriate salary guide for a maximum of two years related and verified experience.

Additional credit may be granted for individual candidates where there is agreement with the District and the Executive Board of the PWAES, after discussion with the Joint Committee of Review, prior to an offer being tendered.

**K PROMOTIONS**

As a general rule, seniority shall be observed except where job skills, experience, training, ability and the like require exceptions to seniority, subject to Civil Service regulations.

The date of transfer to higher salary classifications shall be the first day of the month following the award of an approved classification. When an employee is promoted to a higher classification, she/he will be placed on the same numbered step in the new class.

**L. PROTECTION OF EMPLOYEES**

It is understood that clerical employees are entitled to the full protection provided under section 3028 of the Education Law. If an employee is served with any summons, complaint, process, notice, demand or pleading, the employee must deliver the original or a copy of the same to the Board of Education, or the District Clerk, within ten (10) days of the time of service.

Furthermore, the Board will reimburse clerical employees in any school year, for damage or destruction of clothing and personal effects normally worn or brought to work, while on duty, when the clerical employee has not been negligent, to the extent that such loss is not covered by insurance. Such reimbursement for the unit as a whole shall be limited to \$620.

The term "personal effects" shall include neither cash nor automobiles or

other vehicles. The terms "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

**M. SAFETY PRACTICES**

The parties recognize the necessity of following good safety and health practices in all job classifications. The District will provide and maintain adequate ventilation and working conditions that are safe and healthy. In addition, all V.D.T.'s shall have a protective shield screen to eliminate glare and radiation. A member of the Association shall be included in all meetings concerning health/safety concerns of a general nature. Any condition which is felt to be unsafe shall be reported to the Administration, promptly investigated and corrections made where required.

**N. SUBSTITUTES**

Substitutes will be provided when available for each day of absence. If part-time Association members are called for substitute work, they will be paid at the rate of their regular salary. Association retirees shall be paid at an hourly rate of Step 1, Class 1, in accordance with the salary schedules in Appendices B, C, D, E.

**O. TRANSFER**

If the performance of a clerical employee is deemed unsatisfactory by her/his immediate supervisor, the supervisor shall inform said employee, in writing, of the reasons for such dissatisfaction.

An employee who is to be transferred as a result of unsatisfactory performance may request a personal conference with the Assistant Superintendent for Human Resources and General Administration to discuss the reasons for the transfer. If requested by the employee, she/he may be accompanied by a member of the Executive Board of the Association.

In the event that transfer of the employee is deemed advisable for any reason, the employee shall be informed of such transfer via a personal conference with the immediate supervisor.

An employee who is to be transferred and who has satisfactory performance, may request a personal conference with the Assistant Superintendent for Human Resources and General Administration to discuss the reasons for the transfer. If requested by the employee, she/he may be accompanied by a member of the Executive Board of the Association.

**P. WORK WEEK/YEAR**

The regular work week consists of 35 hours; five – 7 hour days, plus one hour each day for lunch

**1. 12 Month Employees:**

a. The work calendar shall be from July 1 through June 30. It shall in all other ways be consistent with the school calendar.

b. **Summer Hours:** Modified hours will be five – 6 1/2 hour days, plus one hour

for lunch each day, for five (5) work days immediately following the closing of school, and for five (5) work days immediately prior to opening of school. Regular summer hours of 30 hours per week; five – 6 hour days plus one hour for lunch each day, will be in effect for the period in between the above mentioned days.

**2. 10 Month Employees:**

- a. The work calendar shall be from September 1 to June 30. It shall in all other ways be consistent with the school calendar.
- b. **Additional Work:** Where any clerical employee on a ten-month work schedule, September 1 to June 30, is required to work prior to that period or subsequent to that period, that employee shall be paid additionally for such extra work assignments. Compensation shall be at the same rate as during the school year.

**3. Recess Periods:**

Upon a Supervisor's request and the employee's concurrence, days of work during the school recess period can occur. Clerical employees will be paid at their regular rate of pay for work done during school recess periods.

**4. Flex Work Schedules:**

Flex work schedules may be implemented for all employees hired after July 1, 1992 as long as new or open positions are posted including this as part of the working conditions. Consultation will be held with the PWAES Committee of Review prior to the posting of such positions.

### **III. LEAVES**

**A. BEREAVEMENT**

Leave with pay for absences due to death in the immediate family shall be limited to five (5) days for each occurrence. Immediate family shall include only mother, father, sister, brother, spouse, mother-in-law, father-in-law, child, grandparent, or other dependents residing in the employee's household.

Part-time employees working at least half-time (17.5 hours per week) shall be entitled to bereavement leave on a pro-rata basis.

**B. EMERGENCY SICK LEAVE**

Additional emergency sick leave for clerical employees who have a serious and extended illness will be granted provided the individual can meet the following criteria:

1. Worked for the District for a minimum of three (3) consecutive years.
2. Provide verification to the District's satisfaction of the serious nature and extent of the medical condition.

3. All other available paid leave days must be used before requesting use of this emergency provision.
4. Previous sick leave usage will be reviewed to assure no previous pattern of abuse.
5. Eligible employees are limited to a one time use of this provision. The number of days available may not exceed the annual vacation allocation.

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

Leave with pay for absences due to illness in the immediate family shall be limited to ten (10) days. Absence for illness in immediate family shall only be allowed for those cases where the presence of the clerical employee is required.

Part-time employees working at least half-time (17.5 hours per week) shall be entitled to family illness leave on a pro-rata basis.

#### **D. PERSONAL**

The Board recognizes that situations arise in which it is important for personnel to be absent on business which is essentially personal — e.g., appearances in court, house closings, graduation of child — occurrences which cannot be accomplished outside of school hours. If any employee feels that her/his personal business cannot be accomplished outside of school hours, after consulting with the immediate supervisor, she/he will submit a written application stating the reason(s) for such absence. The supervisor will refer the matter with recommendation to the Assistant Superintendent for Human Resources and General Administration. With the approval of the Superintendent, such absence on personal business for full-time employees, for the time necessary, will be allowed with full compensation.

Part-time employees working at least half-time (17.5 hours per week) shall be entitled to personal leave on a pro-rata basis.

No more than three (3) such days will be compensated for in any one year.

All other absences for personal business will be subject to a deduction of one day of pay for each day of such absence.

Absences for reasons other than for personal business will be granted at the discretion of the Superintendent and will be subject to a deduction of one day's pay for each day of such absence.

Requests for personal leave must be made in writing in advance of the requested day, except in cases of emergency when application must be made as soon as possible.

#### **E. SICK LEAVE**

Full-time employees who were hired prior to July 1, 1977, shall be entitled to pay for absence due to personal illness up to 200 working days in any school year.

Full-time employees who were hired on or after July 1, 1977 shall earn sick leave at a rate of 10 days per year cumulative to 200 working days.

Part-time employees working at least half-time (17.5 hours per week) shall be entitled to sick leave on a pro-rata basis.

No new employee may establish sick leave benefits until she/he has officially reported for duty. All sick leave benefits are conditional upon the filing of a pre-employment medical examination, including chest X-ray or tuberculin test.

Where required by the Administration, the employee will furnish a doctor's certificate in order to qualify for the above benefits.

The Superintendent or his/her designees may meet and counsel any employee whose attendance is of concern to the District because of the number of days or pattern of absence. Notwithstanding this language, the District retains all of its rights under Section 75 and other provisions of the Civil Service Law with regard to employee attendance problems.

#### **F. VACATION POLICY**

Personnel covered by this collective bargaining agreement shall be entitled to paid vacation based on the length of service as a full-time clerical employee in this district according to the following schedule:

##### **Employees hired prior to July 1, 1996:**

1 through 10 years: 15 days  
11 + years: 20 days

##### **Employees hired on or after July 1, 1996:**

Clerical personnel from the date of hire to the completion of their first year of work shall accrue one (1) vacation day per month of work to a maximum of ten (10) days. Clerical personnel whose effective date occurs between the first and fifteenth of the month shall receive one (1) full day of vacation for that month. Clerical personnel whose effective date occurs between the sixteenth and the end of the month do not begin to accrue vacation days until the following month.

Any clerical hired on or after November 4, 2003, to fill a ten (10) month position shall not be entitled to paid vacation.

Upon completion of the first year, the following schedule is in effect:

1 through 5 years: 10 days  
6 through 10 years: 15 days  
11 + years: 20 days

Clerical personnel both part-time and full-time hired on or after July 1, 1996 cannot hold more than 20 days vacation time in reserve from one year to the next.

##### **Part-Time Employees:**

Clerical employees working at least half-time (17.5 hours per week) shall be entitled to vacation on a pro-rata basis.

**G. LEAVE WITHOUT PAY**

**1. Child Care:**

A child care leave shall be granted for a period of one year following the birth of a child. This period of leave may be shortened at the discretion of the Superintendent of Schools following a written request from the clerical employee to resume her/his duties before the termination of the child care leave.

A year's extension of child care leave may be granted at the discretion of the Superintendent of Schools following the written request of the clerical employee.

**2. Medical:**

In those instances where a member utilizes all of her/his available sick leave due to illness and is unable to report to work in the opinion of her/his physician, or is judged, for medical reasons, temporarily incapable of providing satisfactory performance by a physician appointed by the Board, said member may be granted a medical leave of absence without pay for a maximum of one year.

**3. Other:**

A personal leave without pay ending at the beginning of the following school year will be granted for the following reasons:

- a. Family illness
- b. Full-time education at an accredited institution of higher learning

**IV. INSURANCE AND OTHER BENEFITS**

Full time and part-time employees working 17.5 hours per week or more shall be entitled to the following benefits:

**A. DENTAL INSURANCE**

Employees covered by the Agreement shall be permitted to participate in the District's self-insured plan. During the life of this Agreement, the District will maintain the current plan or a better plan, for clerical employees who are employed more than 17.5 hours per week. Those employees who choose to participate in the plan will make a contribution via payroll deduction to the following schedule:

individual	\$3.25 per month
individual with one dependent	\$5.25 per month
individual with multiple dependents	\$9.25

Retirees may elect to continue to carry dental insurance contingent upon paying entire cost.

**B. HEALTH INSURANCE**

The Board shall participate in the New York State Health Insurance program. For each of the years of the Agreement the Board will pay up to 80 (eighty) percent of the cost of the dependent care option for employees. For those employees

selecting the individual option, the employee will contribute towards the cost of that option for each of the years of this agreement according to the following:

Health Insurance (Individual Premium): memorialize the increase in the employee contribution towards the cost of individual health insurance from 5% to 10% per year effective July 1, 2006 as previously set forth in the Memorandum of Agreement covering the period 2006-07.

Eligible employees, upon request, can avail themselves of health insurance benefits upon retiring.

#### **C. HEALTH INSURANCE REBATE**

District employees who are currently enrolled in the District's health insurance program may elect to withdraw from or reduce coverage in the plan. Those who elect this option shall receive one half (1/2) of the savings to the District contingent upon the type of coverage held and provided they do not change this option for a twelve (12) month period. Payments will be made at the end of the twelve (12) month period and will be made annually each twelve (12) months thereafter provided that the individual and/or family remains uncovered under the District plan.

Individuals must notify the District by May 1 of the prior school year if they wish to participate. Employees who are ineligible for family coverage and who subsequently become eligible (through acquisition of dependents) and elect family coverage would be entitled to the incentive if they subsequently elect to drop that coverage. Employees shall be eligible to reapply for coverage at any time subject to the requirements and conditions specified in the New York State Health Insurance Program, provided that in the case of an individual who reenters in less than twelve (12) months, no payment shall be made.

New employees hired on or after November 4, 2003, shall be offered membership in the district's health insurance program. Those who opt to decline membership in the district's health insurance program will be entitled to an annual payment equal to one-quarter (1/4) of the savings to the district based upon the type of coverage for which the employee is eligible. The initial rebate payment shall not be made until completion of the first year of service.

#### **D. LIFE INSURANCE**

Eligible members of the Association will be offered participation in a group term life insurance policy. All costs will be borne by the District for the life of this Agreement. Policy coverage shall be \$45,000 for the life of this agreement.

#### **E. ON THE JOB INJURY**

Clerical employees will be covered (regular salary and fringe benefits) under this provision for on-the-job injury and/or occupational diseases causing loss of paid time beyond seven (7) days. In such instance full wages will be paid by the District for a period of six months of cumulative loss of time from work per year. Thereafter, employees, if disabled, will receive the Worker's Compensation benefit awarded by the Worker's Compensation Board.



#### **F. PRE-TAX CONTRIBUTION PROGRAM**

The District will offer, on a voluntary basis, a Pre-tax Contribution program authorized by IRS Section 125 whereby health and dental insurance premiums are deducted from employees' salaries and treated as a non-taxable item for the purpose of paying the employees' portion of the premium for group medical and dental insurance. The Association and District will develop a mutually agreeable procedure for the implementation of the program.

Unreimbursed health care and dependent care expenses are additional options that are currently available.

As they become available, other premium options may be offered as mutually agreeable.

#### **G. PROFESSIONAL GROWTH**

Association members may be permitted to attend courses for professional growth specifically designed to enhance employees' health, present job skills or the achievement of additional job related skills. The total sum available each year for such courses shall be \$5,000

An Evaluation Committee comprised of two Association members representing school buildings and administrative offices respectively, will present to the personnel administrator all recommendations for courses offered through the Continuing/Community Education program as well as colleges and/or business schools for approval at the beginning of each school semester.

For purposes of reimbursement, proof of successful completion of a course must be presented to the committee along with proof of payment.

Where an employee is required by the Administration to complete a course, workshop or training session, the full cost of tuition will be paid by the District.

Association members may be permitted to attend in-service training programs provided to administrative and/or Instructional personnel to the extent that space is available. The President/Co-Presidents of the Association shall be advised of any in-service training programs available.

In-service training courses shall be established for members of the Association when deemed necessary by the Administration. Where attendance is required by the District during non-working hours, compensatory time will be made available by the Administration or members will be compensated at their regular hourly rate.

#### **H. RETIREMENT BENEFITS**

The Board, on behalf of the bargaining unit membership, shall participate in the 75I Retirement Plan available to clerical employees working 17 1/2 hours or more per week.

#### **I. TAX SHELTERED ANNUITY PLANS**

There shall be a limit of 25 companies offering tax sheltered annuities to employees at any one time. Changes in tax shelters may be made once in each semester.

## **V. SALARY/LONGEVITY**

1. For the period from July 1, 2007 to June 30, 2011 employees will be paid salaries in accordance with the schedules set forth in Appendices B, C, D and E. In addition, unit members shall be entitled to increments if otherwise eligible.
2. The salary schedules shall reflect the following increases:  
Effective July 1, 2007 – Three and one-quarter (3.25%) percent;  
Effective July 1, 2008 – Three and one-quarter (3.25%) percent;  
Effective July 1, 2009 – Three and one-quarter (3.25%) percent;  
Effective July 1, 2010 – Three and one-quarter (3.25%) percent;  
In addition, unit members shall be entitled to increments if otherwise eligible.
3. Longevity, in the amount of \$1,000 commences after completion of Step 20 in each year of the contract. After completion of 25 years of service in the District longevity in the amount of \$1,500 shall be granted in each year of the contract.
4. No employee will be assigned to perform substantial duties of a higher rated job on a temporary basis for more than three (3) weeks without receiving the pay of such higher job at the employee's current salary step.
5. When an employee is promoted to a higher class of position, she/he will be placed on the same numbered step in the new class.

## **VI. NEGOTIATIONS**

The District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter contained in the formal proposals of either party leading to this Agreement.

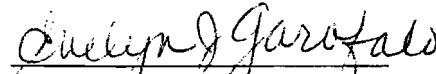
## **VII. DURATION OF AGREEMENT**

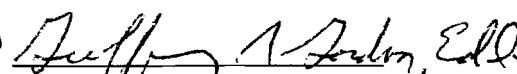
This Agreement and each of its provisions shall be effective as of July 1, 2007, and shall continue in full force and effect until June 30, 2011. It is the sole and entire agreement between the parties.

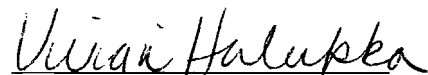
This contract may be amended by the mutual consent and agreement of the Board and the Association. Either party desiring amendment during the terms of this agreement shall notify the second party at least thirty (30) days prior to the date of the requested amendment, and the second party shall signify willingness or refusal to consider the proposed amendment within ten (10) days of such notification.

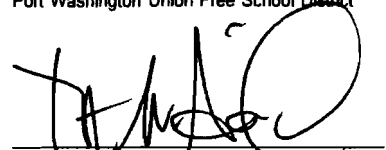
The contract between the Port Washington Association of Educational Secretaries and the Port Washington School District was approved on May 22, 2007.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

  
\_\_\_\_\_  
Co-President, Port Washington Association  
of Educational Secretaries

  
\_\_\_\_\_  
Superintendent of Schools  
Port Washington Union Free School District

  
\_\_\_\_\_  
Co-President, Port Washington Association  
of Educational Secretaries

  
\_\_\_\_\_  
President of the Board of Education  
Port Washington Union Free School District

## **APPENDIX A GRIEVANCE PROCEDURE**

### **STATEMENT OF POLICY**

In order to provide the best possible educational climate and program for the Port Washington School District, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily group or individual differences which would tend to unsettle or undermine the effective functioning of the school system. These procedures are based on sound, comprehensive and generally available personnel practices. Employees covered by this Agreement are guaranteed the right to be heard, and to present their grievances in accordance with this plan with freedom from coercion, discrimination, restraint, interference, or reprisal. Decisions shall be rendered judiciously and promptly.

### **STATEMENT OF BASIC PRINCIPLES**

1. Any employee covered by this Agreement has the right to present grievances in accordance with these procedures.
2. The employee or the District has the right to use legal counsel in these proceedings, and the employee may be represented by the Association at any step herein.
3. All participants have equal freedom to consult and use pertinent data.
4. An employee who participates in grievance procedures shall not be subject to discipline, reprisal, or loss of pay because of such participation.

### **DEFINITIONS**

**Grievance** – The term grievance shall mean a complaint by an employee that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (2) the Board is without authority to act.

**Administrator/Supervisor** – The term shall mean any person responsible for or exercising any degree of evaluation and/or regulation or authority over another employee.

**Immediate Administrator/Supervisor** – The term shall mean the next higher ranking employee to the petitioner as designated for each class of employee of the District.

**Assignment** – The term shall mean the nature of work an employee has been directed to do, or the time or place at which she/he has been directed to do it, or the personnel with which the work is expected to be done.

**Representative** – The term shall mean the person or persons designated by the petitioner to act or speak on her/his behalf in grievance procedures.

**Appeal** – The term shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the petitioner is not satisfied with the solution offered by the lower stage of consultation.

**Stage** – The term shall mean each successive level of consultation for the purpose of resolving a grievance.

**Petitioner** – The person who is considered aggrieved as a result of an alleged incident or incidents.

**Respondent** – The person or persons against whom the alleged grievance or complaint is, or who may be responsible for the alleged grievance.

**Determination** – The decision and recommendation, if any, at any stage.

#### **GENERAL TABLE OF ORGANIZATION OF STAGES AND PROCEDURES FOR AGGRIEVED EMPLOYEE.**

1. Respondent
2. Assistant Superintendent for Human Resources and General Administration
3. Superintendent of Schools or his designee
4. Advisory Arbitration (in accordance with terms of Fourth Stage)
5. Board of Education

**Informal Conference** – Any grievance shall first be handled by an informal conference between petitioner and respondent before the first stage hearing.

**First Stage** – The grievant shall state her/his grievance in writing on a form provided by the District and present it to her/his immediate supervisor. The grievance shall clearly state the alleged violation and the requested remedy, if any. The presentation of such a grievance shall take place within sixty (60) days following the act or condition which is the basis of the grievance. The immediate supervisor shall consult with the grievant, or with the grievant and/or her/his representative, and in not less than five (5) working days reply to the grievance in writing, stating fully the reasons for granting or denying the grievance.

**Second Stage** – If the grievance is denied, or the first step answer is unsatisfactory to the grievant, she/he may process the grievance to the second stage providing this is done within five (5) working days of receipt of the first stage reply. The second stage shall be to the Assistant Superintendent for Human Resources and General Administration.

The Assistant Superintendent for Human Resources and General Administration shall consult with the grievant, or with the grievant and/or her/his representative and with all other parties of interest, in an effort to settle the grievance. She/he shall, within five (5) working days, reply to the grievance in writing, stating in full reasons for the reply.

**Third Stage** – If the grievant is not satisfied with the second stage reply, she/he may, within five (5) working days of its receipt, process the grievance to the Superintendent of Schools. The Superintendent shall review with the grievant, or with the grievant and/or her/his representative, and with all other parties of interest, the full facts of the case and make her/his reply in writing within ten (10) working days of the completion of her/his investigation and hearings.

**Fourth Stage** – If the grievant is not satisfied with the third stage reply, she/he may, within (5) working days of receipt of the reply of the Superintendent, submit her/his grievance to the fourth stage. The fourth stage appeal may be made directly to the Board of Education or to an arbitrator through the American Arbitration Association.

If the grievant elects to appeal directly to the Board of Education, she/he, shall refer the grievance to the Board by serving a request for a hearing before the Board upon the Clerk of the District or her/his designee.

The Board will, within 30 days of the receipt of such grievance, arrange a meeting with the grievant, or with the grievant and her/his representative, and with all other prior parties of interest to hear the grievance. The Board will take into account all evidence and argument theretofore presented by both parties. The Board will then render, as soon as practical, but not later than 30 days, a final decision, in writing, of the grievance. The Board will state in its reply the basis for its decision.

If the grievant elects to seek an advisory ruling by an arbitrator, rather than a decision of the Board of Education, she/he must submit to the American Arbitration Association and the Superintendent or her/his designee, a notice of arbitration including a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific clause in the Agreement which is at issue.

The arbitrator shall have the power only to issue an advisory ruling and to interpret only what the parties to the Agreement intended by the specific clause in the Agreement which is at issue.

It is further understood that the arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or to issue any award limiting or interfering with the operation of any applicable provision of law or rule or regulation having the force and effect of law, or inconsistent with or contrary to any such provision of law.

The arbitrator shall issue an advisory decision to the grievant and the Board of Education not later than (30) days from the date of the closing of the hearings. The decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted.

All costs of arbitration shall be shared equally by the Association and the District.

The Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the previous decision of an arbitrator.

Within thirty (30) days of receipt of the advisory decision of an arbitrator, the Board of Education shall communicate its final decision, in writing, to the grievant and the Association.

**APPENDIX B**

**Port Washington Union Free Schol District  
2007 – 2008 Clerical Salary Schedule**

	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>
<b>STEP</b>	Typ Clerk AV Helper	Sr Typ Clerk	Steno Acct Clerk Mini Com Op	Prin Typ Clerk Sr Steno Sr Acct Clerk	Steno Secy Prin Clerk	Sec to Super Prin Acct Clk Ad Asst
1	29,419	30,860	32,573	34,587	37,105	40,069
2	30,297	31,779	33,546	35,619	38,206	41,267
3	31,203	32,732	34,545	36,680	39,353	42,499
4	32,237	33,631	35,575	37,720	40,400	43,632
5	33,320	34,711	36,647	38,810	41,505	44,827
6	34,451	35,820	37,762	39,939	42,640	46,053
7	35,591	36,977	38,905	41,100	43,816	47,321
8	36,933	38,311	40,231	42,418	45,135	48,748
9	38,349	39,732	41,655	43,844	46,547	50,273
10	39,764	41,145	43,075	45,264	47,973	51,813
11	41,178	42,568	44,486	46,687	49,396	53,349
12	42,602	43,982	45,912	48,113	50,831	54,899
13	44,013	45,405	47,324	49,531	52,233	56,410
14	45,424	46,825	48,748	50,971	53,754	58,054
15	46,851	48,240	50,165	52,370	55,223	59,645
16	48,273	49,649	51,615	54,219	56,682	61,218
17	49,665	51,097	53,070	55,363	58,140	62,790
18	51,131	52,552	54,529	56,819	59,610	64,377
19	52,634	54,099	56,127	58,491	61,372	66,281
20	53,173	54,625	56,669	59,026	61,904	66,853

\$1,000 Longevity Increment — Completion Step 20

\$1,500 Longevity Increment — Completion of 25 Years District Service

- Class I** – Typist Clerk for Main Offices, Library, Pupil Personnel, Continuing Education; AV Helper, TESL, Dept. Offices
- Class II** – Senior Typist Clerk for School Offices, Business Office, Personnel, Pupil Personnel, Pre-K, Continuing Education
- Class III** – Stenographer for Asst. Principals, Guidance Office, Pupil Personnel; Mini-Computer Operator; High School Medical Office
- Class IV** – Senior Stenographer for Principals, Directors; Principal Typist Clerk for Transportation, Print Shop, Continuing Education; Sr. Account Clerk for Business Office Schreiber, Human Resources
- Class V** – Stenographic Secretary, Principal Clerk
- Class VI** – Principal Account Clerk for Business Office, Continuing Education; Administrative Assistant for Director of School Facilities, Secretary to Superintendent

**APPENDIX C**

**Port Washington Union Free Schol District  
2008 – 2009 Clerical Salary Schedule**

	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>
<b>STEP</b>	Typ Clerk AV Helper	Sr Typ Clerk	Steno Acct Clerk Mini Com Op	Prin Typ Clerk Sr Steno Sr Acct Clerk	Steno Secy Prin Clerk	Sec to Super Prin Acct Clk Ad Asst
1	30,375	31,863	33,632	35,711	38,311	41,371
2	31,282	32,812	34,636	36,777	39,448	42,608
3	32,217	33,796	35,668	37,872	40,632	43,880
4	33,285	34,724	36,731	38,946	41,713	45,050
5	34,403	35,839	37,838	40,071	42,854	46,284
6	35,571	36,984	38,989	41,237	44,026	47,550
7	36,748	38,179	40,169	42,436	45,240	48,859
8	38,133	39,556	41,539	43,797	46,602	50,332
9	39,595	41,023	43,009	45,269	48,060	51,907
10	41,056	42,482	44,475	46,735	49,532	53,497
11	42,516	43,951	45,932	48,204	51,001	55,083
12	43,987	45,411	47,404	49,677	52,483	56,683
13	45,443	46,881	48,862	51,141	53,931	58,243
14	46,900	48,347	50,332	52,628	55,501	59,941
15	48,374	49,808	51,795	54,072	57,018	61,583
16	49,842	51,263	53,292	55,981	58,524	63,208
17	51,279	52,758	54,795	57,162	60,030	64,831
18	52,793	54,260	56,301	58,666	61,547	66,469
19	54,345	55,857	57,951	60,392	63,367	68,435
20	54,901	56,400	58,511	60,944	63,916	69,026

\$1,000 Longevity Increment — Completion Step 20

\$1,500 Longevity Increment — Completion of 25 Years District Service

- Class I** – Typist Clerk for Main Offices, Library, Pupil Personnel, Continuing Education; AV Helper, TESL, Dept. Offices
- Class II** – Senior Typist Clerk for School Offices, Business Office, Personnel, Pupil Personnel, Pre-K, Continuing Education
- Class III** – Stenographer for Asst. Principals, Guidance Office, Pupil Personnel; Mini-Computer Operator; High School Medical Office
- Class IV** – Senior Stenographer for Principals, Directors; Principal Typist Clerk for Transportation, Print Shop, Continuing Education; Sr. Account Clerk for Business Office Schreiber, Human Resources
- Class V** – Stenographic Secretary, Principal Clerk
- Class VI** – Principal Account Clerk for Business Office, Continuing Education; Administrative Assistant for Director of School Facilities, Secretary to Superintendent



**APPENDIX D**

**Port Washington Union Free Schol District  
2009 – 2010 Clerical Salary Schedule**

	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>
<b>STEP</b>	Typ Clerk AV Helper	Sr Typ Clerk	Steno Acct Clerk Mini Com Op	Prin Typ Clerk Sr Steno Sr Acct Clerk	Steno Secy Prin Clerk	Sec to Super Prin Acct Clk Ad Asst
1	31,362	32,898	34,725	36,872	39,556	42,716
2	32,298	33,878	35,762	37,972	40,730	43,993
3	33,264	34,894	36,827	39,103	41,953	45,306
4	34,366	35,853	37,925	40,212	43,069	46,514
5	35,521	37,004	39,068	41,374	44,247	47,788
6	36,727	38,186	40,256	42,577	45,457	49,095
7	37,942	39,420	41,475	43,815	46,710	50,447
8	39,373	40,842	42,889	45,220	48,116	51,968
9	40,882	42,357	44,407	46,740	49,622	53,594
10	42,391	43,863	45,920	48,254	51,142	55,236
11	43,898	45,380	47,425	49,771	52,659	56,873
12	45,416	46,887	48,945	51,291	54,189	58,525
13	46,920	48,404	50,450	52,803	55,683	60,136
14	48,425	49,918	51,968	54,338	57,305	61,889
15	49,946	51,427	53,479	55,829	58,871	63,585
16	51,462	52,929	55,024	57,801	60,426	65,262
17	52,946	54,472	56,576	59,020	61,981	66,938
18	54,509	56,023	58,131	60,572	63,548	68,630
19	56,111	57,673	59,835	62,355	65,426	70,659
20	56,685	58,233	60,412	62,925	65,993	71,269

\$1,000 Longevity Increment — Completion Step 20

\$1,500 Longevity Increment — Completion of 25 Years District Service

- Class I** – Typist Clerk for Main Offices, Library, Pupil Personnel, Continuing Education; AV Helper, TESL, Dept. Offices
- Class II** – Senior Typist Clerk for School Offices, Business Office, Personnel, Pupil Personnel, Pre-K, Continuing Education
- Class III** – Stenographer for Asst. Principals, Guidance Office, Pupil Personnel; Mini-Computer Operator; High School Medical Office
- Class IV** – Senior Stenographer for Principals, Directors; Principal Typist Clerk for Transportation, Print Shop, Continuing Education; Sr. Account Clerk for Business Office Schreiber, Human Resources
- Class V** – Stenographic Secretary, Principal Clerk
- Class VI** – Principal Account Clerk for Business Office, Continuing Education; Administrative Assistant for Director of School Facilities, Secretary to Superintendent

**APPENDIX E**

**Port Washington Union Free Schol District  
2010 – 2011 Clerical Salary Schedule**

	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>
<b>STEP</b>	Typ Clerk AV Helper	Sr Typ Clerk	Steno Acct Clerk Mini Com Op	Prin Typ Clerk Sr Steno Sr Acct Clerk	Steno Secy Prin Clerk	Sec to Super Prin Acct Clk Ad Asst
1	32,382	33,968	35,853	38,070	40,842	44,104
2	33,348	34,979	36,924	39,206	42,053	45,423
3	34,345	36,028	38,024	40,374	43,316	46,779
4	35,483	37,018	39,158	41,519	44,468	48,026
5	36,675	38,207	40,337	42,718	45,685	49,341
6	37,920	39,427	41,565	43,961	46,934	50,691
7	39,175	40,701	42,823	45,239	48,228	52,086
8	40,652	42,169	44,282	46,690	49,680	53,657
9	42,211	43,733	45,850	48,259	51,234	55,336
10	43,768	45,288	47,413	49,822	52,804	57,031
11	45,325	46,855	48,966	51,389	54,370	58,721
12	46,892	48,411	50,535	52,958	55,950	60,427
13	48,445	49,977	52,090	54,519	57,493	62,091
14	49,998	51,540	53,657	56,104	59,167	63,900
15	51,569	53,098	55,217	57,644	60,784	65,651
16	53,134	54,649	56,813	59,679	62,390	67,383
17	54,666	56,243	58,414	60,938	63,995	69,113
18	56,280	57,844	60,020	62,541	65,613	70,860
19	57,934	59,547	61,779	64,381	67,552	72,956
20	58,528	60,126	62,376	64,970	68,138	73,585

\$1,000 Longevity Increment — Completion Step 20

\$1,500 Longevity Increment — Completion of 25 Years District Service

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