



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Amityville Union Free School District and Amityville Committee of Educational Secretaries (2001)**

Employer Name: **Amityville Union Free School District**

Union: **Amityville Committee of Educational Secretaries**

Effective Date: **07/01/2001**

Expiration Date: **06/30/2005**

PERB ID Number: **4478**

Unit Size: **33**

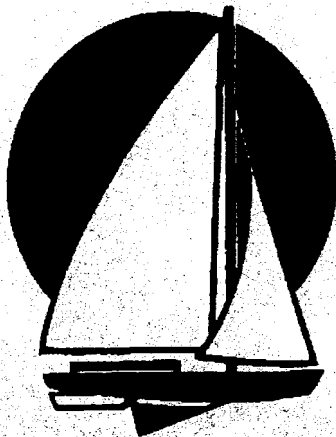
Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

SEC
4478

ACES



AGREEMENT

**Amityville Board of Education
and**

Amityville Committee of Educational Secretaries

RECEIVED

2001 - 2005

MAR 21 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I.	Recognition & Dues Deduction	1
I.	A. Recognition	1
I.	B. Dues Deduction	1
I.	C. Agency Fee	1
I.	D. Payroll Deductions	2
II.	COMPENSATION	
II.	A. Salary	2
II.	B. Longevity	2
II.	C. Increments	3
II.	D. Overtime Pay	3
II.	E. Promotion	3
II.	F. Stipends	3
III.	WORK SCHEDULE	
III.	A. Calendar	3
III.	B. Summer Hours	4
III.	C. Recess Hours	4
III.	D. Superintendent's Conference Day	4
III.	E. Snow Days	4
IV.	VACATIONS	
IV.	A. Vacation Policy	4
V.	BENEFITS	
V.	A. Health Insurance	5
V.	B. Dental Insurance	6
V.	C. Life Insurance	6
V.	D. Long Term Disability	7
V.	E. Retirement	7
V.	F. NYSUT Legal Plan	7

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
VI.	SICK LEAVE	
VI.	A. Sick Days	7
VI.	B. Sick Leave Payment On Retirement	7
VI.	C. Sick Leave Accumulation for Retirement Purposes Only	8
VI.	D. Sick Leave Bank	8
VII.	OTHER LEAVES	
VII.	A. Personal Days	8
VII.	B. Bereavement	9
VII.	C. Jury Duty	9
VII.	D. Maternity Leave	9
VIII.	MISCELLANEOUS PROVISIONS	10
	1. Secretary	10
	2. Agreement Copies	10
	3. Terms and Conditions of Employment	10
	4. Grievance Procedure	10
	5. Law Conflict	10
	6. Legality	10
	7. Personnel Bulletin	11
	8. Taylor Law	11
	9. Personnel File	11
	10. Law	11
	11. Unauthorized Absence	11
	12. Effective Date of Agreement	11
XI.	GRIEVANCE AND EMPLOYEE COUNSELLING PROCEDURE	12
XI.	Declaration of Policy	12
XI.	Procedural Stages	13
XI.	Step I - (Informal)	13
XI.	Initiation of Stage II (Formal)	13
XI.	Employee's Responsibility	

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
XI.	Step II - Assistant Superintendent of Schools' Formal Review	13
XI.	Initiation of Stage III (Formal)	14
XI.	Employee's Responsibility	14
XI.	Step III - Board of Education Review	14
	GRIEVANCE FORM	15
X.	SALARIES BY TITLE	
	1. Clerk	16
	2. Building Principal Clerk Typist	16
	3. Building Principal Stenographer	16
	4. Building Principal Secretary	17
	5. Business Office Clerk Typist	17
	6. Business Office Account Clerk	17
	7. Business Office Account Clerk II	18
	8. Senior Account Clerk	18
	9. 10-Month Employees	18

ACES AGREEMENT 2001 – 2005

AGREEMENT made as of the 2nd day of May 2003, between the BOARD OF EDUCATION OF THE AMITYVILLE UNION FREE SCHOOL DISTRICT (“BOARD”) and the AMITYVILLE COMMITTEE OF EDUCATIONAL SECRETARIES (“ACES”).

Term – July 1, 2001 through June 30, 2005

ARTICLE I

RECOGNITION & DUES DEDUCTION

SECTION A. RECOGNITION

The Board recognizes ACES as the exclusive representative for the secretarial and office personnel employed by the BOARD in accordance with Article 14, as amended, of the Civil Service Law of the State of New York. ACES recognizes the powers, duties, responsibilities and obligations of the BOARD pursuant to the laws of the State of New York.

SECTION B. DUES DEDUCTION

So long as the ACES is the exclusive representative as aforesaid, and so long as the same is permissible by law, the BOARD shall deduct from the check of members of the ACES who submit dues check off authorization in writing to the BOARD, an amount of ACES dues determined by ACES (but limited to local ACES only) in accordance with written memorandum thereof to be filed by ACES with the BOARD. ACES shall be permitted to make dues check-off cards available through the schools.

In the event an office staff member returns to the District or is initially placed on staff after the pay period and then submits a dues check-off authorization, dues deduction shall commence with the second pay check.

SECTION C. AGENCY FEE

- A. Pursuant to authorization contained in Civil Service Law 208, sub. 3 (b) with respect to agency shop fee deduction and effectiveness in the years of this agreement commencing July 1, 1988 (but subject to continued legislative authorization during such term), the Board agrees to make deductions from the wage or salary of personnel covered by this agreement who are not members of ACES, the amount equivalent to the dues levied by ACES and transmits the sum so deducted to ACES. The foregoing shall only be applicable so long as ACES has established and maintains a procedure for the refund to any such person demanding the

return of any part of an agency shop deduction which represents such person's pro-rata share of expenditures by ACES in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

- B. ACES agrees to save and hold harmless the Board from any and all losses, expenses, damages, costs, and attorney fees that may accrue as a result of the provisions contained in paragraph A above, by reason of any action, suit or proceeding before any administrative body or judicial or quasi judicial body or before any arbitrator by any person covered by this agreement or in his or her behalf involving or in any way relating to the implementation of the agency shop fee deduction provision hereinabove set forth.

SECTION D. PAYROLL DEDUCTIONS

The District will provide payroll deductions for payment to Teachers Federal Credit Union. In such a case, the employee shall file a payroll deduction form with the Business Office.

ARTICLE II

COMPENSATION

SECTION A. SALARY

A. Salary:

Year 1 – 3% plus increment
Year 2 – 3% plus increment
Year 3 – 3% plus increment
Year 4 – 3% plus increment

Salaries, plus increments where applicable, for personnel covered by this agreement for the period July 1, 2001 to June 30, 2005, are set forth in Article X annexed hereto.

SECTION B. LONGEVITY

Longevity: After ten (10) years of satisfactory full time continuous service in the school district, an office staff member will be eligible for additional longevity increase in salary. All longevity increases shall become effective on the next July 1 following completion of ten (10) years, fifteen (15) years and twenty (20) years of satisfactory continuous service.

- (a) The ten (10) year longevity stipend shall be \$450.
- (b) The fifteen (15) year longevity stipend shall be \$650.
- (c) the twenty (20) year longevity stipend shall be \$500.

Effective July 1, 2002, said longevities shall be increased to \$600, \$700 and \$800 respectively. Effective July 1, 2003, said longevities shall be improved by 3%. Effective July 1, 2004, the 2002/03 longevities shall be further improved by 3%.

SECTION C. INCREMENTS

Increments: All annual increments in salary shall be added on July 1, the first day of the new school fiscal period. A staff member appointed to a full time position before February 1 of any year shall receive an increment increase the following July 1. A staff member appointed on or after February 1 of any year shall not receive an increment until one year from the following July 1.

SECTION D. OVERTIME PAY

Overtime Pay: Overtime pay shall be based upon annual salary and time and one-half after the first thirty-five (35) hours in any work week.

Overtime shall be paid after the first 35 hours of work during the months of July and August notwithstanding any past policy or practice to the contrary.

SECTION E. PROMOTION

Promotion: A staff member receiving a promotion to a new classification may receive no more than one new classification increment in salary above what he/she would have received in his/her old classification.

SECTION F. STIPENDS

Stipends for Central Treasurer of the Middle School and the Senior High School shall be equal.

ARTICLE III

SECTION A. CALENDAR

Calendar: A non-instructional calendar will be made available by June 15 or each year of this agreement, contingent, however, upon adoption by the BOARD of the school calendar.

SECTION B. SUMMER HOURS

Summer Working Hours: Effective July 1, 1995 and thereafter, summer working hours for all employees shall be from 8:00 a.m. to 2:00 p.m. with ½ hour break for 8 summer weeks. The balance of the summer recess period shall be served at regular school year hours. Effective July 1, 2003, and thereafter, summer hours shall be in effect for six weeks.

SECTION C. RECESS HOURS

Recess: Effective July 1, 1995 and thereafter, office staff members shall work an average of one day out of every three days during the winter and spring recesses as stipulated by the official school calendar. Such working days (for purposes of computation) will not include the day before or the day after a legal holiday. Each such working day shall start at 8:00 a.m. and end at 2:00 p.m. Such working day shall be assigned by immediate superiors subject to the approval of the Assistant Superintendent for Personnel and Administration.

SECTION D. SUPERINTENDENT'S CONFERENCE DAY

Superintendent's Conference Day: All district office staff members shall work on Superintendent's Conference Day. Staff members may attend their scheduled conference with approval of the Assistant Superintendent for Personnel and Administration.

SECTION E. SNOW DAYS

Snow Days: Attendance on snow days shall be required unless excused by the Superintendent of Schools.

ARTICLE IV

VACATIONS

SECTION A. VACATION POLICY

A. Vacations for twelve month employees shall be granted as follows:

1. Employees with less than one year of full time employment by July 1 of any year shall be eligible for one vacation day for each month of employment not to exceed ten working days.
2. Employees with 1 to fewer than 5 years of full time employment by July 1 of any year shall be eligible for 2 weeks of vacation time.

3. Employees with over 5 years and under 8 years of full time employment by July 1 of any year shall be eligible for 3 weeks of vacation time.
 4. Employees with over 8 years of full time employment by July 1 of any year shall be eligible for 4 weeks of vacation time.
 5. The weeks of vacation need not be consecutive and may be scheduled throughout the year including winter months by the Assistant Superintendent for Personnel and Administration.
- B. Ten (10) month employees shall not be entitled to vacation, except that as to unit members employed as of January 1, 1995, but before May 15, 2003, vacation days shall be reduced from 10 to 3, which said remaining vacation days, may only be taken during school recess periods. No compensatory time shall be permitted.

ARTICLE V

BENEFITS

SECTION A. HEALTH INSURANCE

Health Insurance:

1. The District contribution rate shall be 90% based upon the Statewide Plan, or similar, for an individual and for a family (individual and dependent) participating employee. Effective as to all employees hired after October 25, 1995, such employees shall be required to contribute 20% of the cost of premiums for individual and family for the first three years of employment.

Thereafter, they shall pay 10% of the premiums. Employees hired after June 30, 1997, shall be required to contribute 20% of the cost of premiums for individual and family coverage.

2. Effective 30 days after the execution of this memorandum of agreement, the District shall participate in a Flexible Benefits Plan approved in accordance with Section 125 of the Internal Revenue Code.
3. Employees not receiving Health Insurance benefits as of August 27, 1991, shall not be eligible to withdraw without the consent of the District until one (1) year after the date that Health Insurance coverage commences. Employees receiving health insurance benefits from the district as of August 27, 1991, shall be entitled to withdraw from the District's Health Insurance plan upon the following conditions:

- (a) withdrawals shall be on a voluntary basis;
- (b) withdrawals shall be pursuant to the rules of the District's health insurance provider;
- (c) withdrawals shall be effective on July 1 of any given school year;
- (d) upon withdrawal from coverage, employees shall be entitled to a sum equal to 50% of the District's contribution to the health insurance premium;
- (e) employees who have withdrawn from participation in the District's health insurance plan pursuant to this paragraph may re-enter the plan under the following conditions:
 - 1) re-entry shall be pursuant to the rules of the District's provider.
 - 2) re-entry shall be effective the following July 1 unless the employee can prove to the satisfaction of the District that he/she has suffered a loss of health insurance coverage.
 - 3) an employee who has re-entered pursuant to this paragraph may not again relinquish coverage until the expiration of at least one (1) year after the July 1 next succeeding the date of re-entry.

SECTION B. DENTAL INSURANCE

Dental Insurance: For full time employees, the Board agrees to contribute toward a plan of group dental insurance as follows:

\$200.00 per person

Such plan will be determined by the Board after consultation with ACES. Effective July 1, 2003 and thereafter, this contribution shall be increased to \$300 annually.

SECTION C. LIFE INSURANCE

Life Insurance: The Board will provide a \$15,000.00 group term life insurance policy, the cost of which is to be borne 85% by the school district and 15% by the individual office staff member. This benefit shall apply to full time personnel only. Effective July 1, 2003 and thereafter, this benefit shall be increased to \$20,000 per full-time employee.

SECTION D. LONG TERM DISABILITY

Long Term Disability: Effective from the effective date of the policy the Board will contribute the sum of \$2,100.00 per annum toward the cost of a long-term disability plan. The said sum will be allocated on a pro-rata basis among eligible employees. Such plan will be implemented as soon as practicable. Insurance carrier and plan will be determined by Board of Education after consultation with ACES. Such plan will be administered by the Board.

SECTION E. RETIREMENT

Retirement Notice: Any office staff personnel who submits to the Assistant Superintendent for Personnel and Administration before April 15 of any school fiscal year a written statement of retirement under the New York State Employee's Retirement System to take effect at the end of June of that school fiscal year shall be eligible for payment of his/her unused sick leave. This payment shall be included in the last salary voucher. For office staff personnel who retire at a time other than at the end of the school fiscal year, three months written notice in advance is similarly required. For retirements effective July 1, 2003 and thereafter, employees shall be entitled to retirement benefits pursuant to Section 75(i).

SECTION F. NYSUT LEGAL PLAN

Legal Plan: The District shall contribute the sum of \$22.00 per person towards the cost of the NYSUT prepaid legal plan.

ARTICLE VI

SICK LEAVE

SECTION A. SICK DAYS

Sick Days: Full time office staff members shall receive twelve (12) days sick leave per school year, cumulative to 180 days. Ten (10) month office staff members shall receive ten (10) days sick leave per school year, cumulative to 180 days.

SECTION B. SICK LEAVE PAYMENT ON RETIREMENT

Sick Leave Payment on Retirement: the accumulated sick leave payment shall be at the rate of \$50.00 a day to a maximum of \$6,500. In the event retirement for any reason does not become effective, the sum advanced shall be returned to the district.

SECTION C. SICK LEAVE ACCUMULATION FOR RETIREMENT PURPOSES ONLY

Sick Leave Accumulation for Retirement Purposes Only: Employees shall be permitted to apply for service credit for unused accumulated sick days, and receive the allowance and benefits related hereto, delineated in Section 41 (J) of the New York State Retirement and Social Security Law, upon retirement, and approval by the Employees' Retirement System. For the purposes of the aforesaid 41 (J) application only, the District shall keep a record of all unused sick days so as to enable employees to report same to the Retirement System. Nothing contained herein shall change the District's obligations pursuant to Section A and B above, for payment for accumulated sick days, and the cap delineated herein shall remain in full force and effect. Furthermore, employees shall not be entitled to use any sick days accumulated in excess of the aforementioned cap for absence due to illness or any other purpose.

SECTION D. SICK LEAVE BANK

Sick Leave Bank: The District shall establish a Sick Leave Bank for use by unit members. Such bank will consist of a total number of days contributed by unit members. Contributions to the Sick Leave Bank shall be voluntary and shall not exceed one day per year per employee. The maximum number of days contributed in any one year shall not exceed 70 days. Any days unused in any given year shall be permitted to remain in the bank, but any contributions by employees in a subsequent year shall be limited to the difference in the number of days necessary to make a total of 70 days for that year.

The Sick Leave Bank will be administered by ACES and the resolution of any disputes as to the allocation of bank days to eligible members shall be the responsibility of ACES. The Board shall have no responsibility nor obligation with respect to the administration of the Sick Leave Bank nor to the manner of allocation of days to eligible members.

ARTICLE VII

OTHER LEAVES

SECTION A. PERSONAL DAYS

Personal Days: Two (2) personal days shall be granted full time employees during the school year for the term of the contract upon approval of the Assistant Superintendent for Personnel and Administration or his representative without loss of pay. A written request containing the reason therefore, reasonably in advance shall be made to the Assistant Superintendent for Personnel and Administration. Personal day forms to be utilized will be the same as used for other employees. Unused personal days shall not accumulate as personal days but

shall be added to sick day accumulation. Such sick day accumulation shall not exceed the limits prescribed in the preceding section.

SECTION B. BEREAVEMENT

Bereavement: Full pay up to and including five (5) working days for death in the immediate family may be granted. Immediate family shall mean mother, father, sister, brother, son, daughter, husband, wife, mother-in-law and father-in-law. Effective July 1, 2003 and thereafter, grandchildren shall be added to the definition of immediate family. Two (2) days with full pay may be granted for death of maternal and paternal grandparents, uncle, aunt, brother-in-law, sister-in-law, niece, nephew or grandchildren. Effective July 1, 2003 and thereafter, daughter-in-law and son-in-law shall be added.

SECTION C. JURY DUTY

Jury Duty: Salary deduction equivalent only to jury pay received will be made.

SECTION D. MATERNITY LEAVE

Maternity Leave:

1. Employees may be granted a maternity leave or an adoption leave in the case of pre-school children, not to exceed two (2) years upon the approval of the Board of Education, plus the amount of time necessary so that the terminal date of leave will be as of the opening of school in September of the following year. All requests for leave must be in writing and addressed to the Assistant Superintendent for Personnel and Administration.
2. Leave is granted by the Board of Education without pay.
3. Wherever possible, an employee intending to apply for an adoption leave shall inform the Assistant Superintendent for Personnel and Administration of that fact at least three months before the adoption is to occur.
4. An employee who becomes pregnant shall so advise the Assistant Superintendent for Personnel and Administration reasonably soon after knowledge thereof and of her expected dates of the commencement and termination of maternity leave.
5. An employee may continue her employment during pregnancy, provided she and her physician by written monthly report, certify that she is

physically capable of performing the normal duties of an employee. Such reports may be subject to confirmation by the school district physician.

6. An employee may return to her position the September or February semester following birth of a child.
7. An employee on maternity leave shall notify the Assistant Superintendent for Personnel and Administration by registered mail as to her intention to return to service at least five (5) months prior to the expiration date or intended expiration date of such leave. The expiration date of all maternity leaves will be September 1 or February 1. If the Assistant Superintendent for Personnel and Administration has not received timely notice, he/she shall send a registered letter of inquiry to the employee at an address provided for such purpose. Failure to notify the Assistant Superintendent for Personnel and Administration, within a month of such inquiry, shall be assumed to constitute a resignation.
8. The foregoing Maternity Leave provisions will be deemed changed, if necessary, to conform with final court determination and other applicable law.

ARTICLE VIII

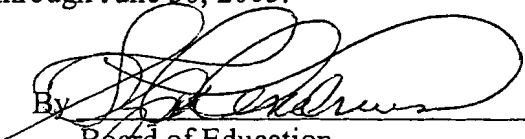
MISCELLANEOUS PROVISIONS

1. Secretary: There shall be only one building principal secretary appointed per building. A building principal secretary shall be the private secretary of the building principal, and shall supervise other office staff members in the building.
2. Agreement Copies: The Board agrees to reproduce sufficient copies of this agreement to be distributed to all secretarial and office personnel.
3. Terms and Conditions of Employment: The Board agrees that no existing policy affecting terms and conditions of employment will be changed except upon appropriate negotiation with ACES.
4. Grievance Procedure: Grievance procedure shall be in accordance with the policy of the Board, a copy of which is annexed hereto.
5. Law Conflict: In the event any provision of this agreement is in conflict with any law or statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.
6. Legality: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by

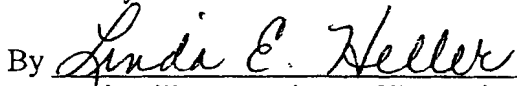
amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

7. Personnel Bulletin: The Board agrees to post announcements regarding any vacancies in existing positions or the creation of new positions. Consideration in filling such vacancies or new positions shall be given to existing employees although this need not be the sole criterion for such appointment.
8. Taylor Law: So long as ACES is the exclusive representative as aforesaid, ACES agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.
9. Personnel File: The employee may examine his/her personnel file after reasonable notice has been given in writing to the Assistant Superintendent for Personnel and Administration.
10. Law: The parties acknowledge that this agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
11. Unauthorized Absences: No time off shall be approved with pay for marriage. Absence on a working day immediately before or after a school holiday shall not be approved with pay.
12. Effective Date of Agreement: This agreement shall be effective as of July 1, 2001 and shall continue through June 30, 2005.

Date: 5/27/04

By 
Board of Education
Amityville Union Free School District

Date: 5/20/04

By 
Amityville Committee of Educational Secretaries

ARTICLE IX

AMITYVILLE UNION FREE SCHOOL DISTRICT
Amityville, N.Y.

GRIEVANCE AND EMPLOYEE COUNSELLING PROCEDURE FOR NON-INSTRUCTIONAL EMPLOYEES

Introduction

Personnel in the Amityville Union Free School District have personal and professional problems, which cannot always be solved by the individual employee or his associates. An employee, under certain conditions, may feel the need for help with his problem from some person in the school system who can offer him guidance and counsel and who can assist him in solving his problem wisely and expeditiously. The Amityville Board of Education and the school administration are anxious to give this type of service to all personnel.

Problems that cannot be adjusted by the individual employee should be accorded fair and prompt treatment by the proper authorities. This procedure is outlined in order that these problems may be handled in an efficient and just manner and that all may be informed of the procedure to be followed.

Declaration of Policy

In order to establish a more harmonious and cooperative relationship between a Board of Education and its employees, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences whereby employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.

1. "Employer" shall mean the Board of Education, Amityville Union Free School District, Amityville, Long Island, New York.
2. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

3. Assistant Superintendent of Schools shall mean the Assistant Superintendent of Personnel & Administration, Amityville Union Free School District, or his/her designee.

Procedural Stages

Step I – (Informal)

The first procedural stage shall consist of the employee's presentation of his/her grievance to immediate supervisor for the discussion and informal resolution of the problem. In the Amityville Union Free School District the immediate supervisor shall mean supervisor or administrator the employee reports directly to in the conduct of his/her job responsibilities.

If the grievance is not resolved with the help and direction of the immediate supervisor, the aggrieved, if he/she so desires, shall within five (5) school days, refer the grievance to the Assistant Superintendent of Schools.

Initiation of Stage II (Formal)

Employee's Responsibility

A. To institute formal proceedings, the employee shall fill out the prescribed grievance form in triplicate. The original copy shall be sent to the Assistant Superintendent of Schools, a copy shall be sent to the immediate supervisor, and the employee shall retain the third copy. This document shall state the specific nature of the grievance and include the following:

- Background of grievance
- Evidence supporting the grievance
- Action taken thus far to resolve the grievance
- Reason for dissatisfaction with action taken during informal proceedings

B The immediate supervisor working on the grievance case shall furnish the Assistant Superintendent of Schools with a written résumé of the informal proceedings of Stage I, indicating his/her decision in the specific grievance and the reasoning supporting his/her decision.

Step II - Assistant Superintendent of Schools' Formal Review

The Assistant Superintendent of Schools or designee will study the grievance presented. This may involve conferences with the employee or the employee's representative, immediate supervisor and employee's colleagues.

Following study, the Assistant Superintendent of Schools will render his/her decision to the employee, no later than five (5) school days following written receipt of said grievance. If the employee rejects the decision, he/she may elect to proceed to stage III – Board of Education Review - - by filing the grievance within five (5) school days after receiving the Assistant Superintendent of Schools' formal action.

Initiation of Stage III (Formal)

Employee's Responsibility

A. Inform the Assistant Superintendent of Schools of intent to continue formal proceedings to Board of Education Review. The employee must present the grievance, in writing, to the Assistant Superintendent of Schools or designee, for transmittal to the Board of Education. This document shall state the specific nature of the grievance and include the following:

- Background of grievance
- Evidence supporting the grievance
- Action taken thus far to resolve the grievance
- Reason for dissatisfaction with action taken thus far to resolve grievance

B. The Assistant Superintendent of Schools will forward to the Board of Education all materials presented by the aggrieved employee plus a copy of any documents, which may prove helpful to the Board of Education during its deliberations.

Step III – Board of Education Review

All grievance proceedings shall take place at meetings of the Board of Education within ten (10) days following receipt of said grievance.

A Hearing will be held and the employee has the right to be represented.

A simple majority vote of the total board membership will constitute action on any grievance presented. A written decision will be rendered the employee within five (5) school days following such hearing.

None of the foregoing is to be construed to imply that the employee gives up any right as defined in the Consolidated Education Law, Civil Service Law, New York State Teachers Retirement Law or Regulations of the Commissioner of Education.

GRIEVANCE FORM

Date Submitted _____

TO:

FROM:

BACKGROUND OF GRIEVANCE:

EVIDENCE SUPPORTING GRIEVANCE:

ACTION TAKEN TO RESOLVE GRIEVANCE:

REASON FOR DISSATISFACTION REGARDING GRIEVANCE:

Signature _____

Position _____

This form should be completed in triplicate:

Copy 1: Director for Human Resources
Copy 2: To immediate Supervisor
Copy 3: To be retained by employee

Additional sheets may be attached if needed.

ARTICLE X

CLERK

STEP	2001-02	2002-03	2003-04	2004-05
1	26,321	27,111	27,924	28,762
2	26,908	27,715	28,546	29,402
3	27,497	28,322	29,172	30,047
4	28,081	28,923	29,791	30,685
5	28,670	29,530	30,416	31,328
6	29,256	30,134	31,038	31,969
7	29,844	30,739	31,661	32,611

BUILDING PRINCIPAL CLERK TYPIST

STEP	2001-02	2002-03	2003-04	2004-05
1	27,886	28,723	29,585	30,473
2	28,714	29,575	30,462	31,376
3	29,541	30,427	31,340	32,280
4	30,351	31,262	32,200	33,166
5	31,200	32,136	33,100	34,093
6	32,007	32,967	33,956	34,975
7	32,830	33,815	34,829	35,874

BUILDING PRINCIPAL STENOGRAPHER

STEP	2001-02	2002-03	2003-04	2004-05
1	28,432	29,285	30,164	31,069
2	29,260	30,138	31,042	31,973
3	30,065	30,967	31,896	32,853
4	30,916	31,843	32,798	33,782
5	31,723	32,675	33,655	34,665
6	32,548	33,524	34,530	35,566
7	33,377	34,378	35,409	36,471

BUILDING PRINCIPAL SECRETARY

STEP	2001-02	2002-03	2003-04	2004-05
1	30,065	30,967	31,896	32,853
2	30,916	31,843	32,798	33,782
3	31,723	32,675	33,655	34,665
4	32,548	33,524	34,530	35,566
5	33,377	34,378	35,409	36,471
6	34,204	35,230	36,287	37,376
7	35,012	36,062	37,144	38,258
8	35,859	36,935	38,043	39,184

BUSINESS OFFICE CLERK TYPIST

STEP	2001-02	2002-03	2003-04	2004-05
1	30,328	31,238	32,175	33,140
2	31,154	32,089	33,052	34,044
3	31,982	32,941	33,929	34,947
4	32,792	33,776	34,789	35,833
5	33,618	34,627	35,666	36,736
6	34,443	35,476	36,540	37,636
7	35,273	36,331	37,421	38,544
8	36,077	37,159	38,274	39,422

BUSINESS OFFICE ACCOUNT CLERK

STEP	2001-02	2002-03	2003-04	2004-05
1	30,328	31,238	32,175	33,140
2	31,154	32,089	33,052	34,044
3	31,982	32,941	33,929	34,947
4	32,792	33,776	34,789	35,833
5	33,618	34,627	35,666	36,736
6	34,443	35,476	36,540	37,636
7	35,273	36,331	37,421	38,544
8	36,077	37,159	38,274	39,422
9	36,930	38,038	39,179	40,354

BUSINESS OFFICE ACCOUNT CLERK II

STEP	2001-02	2002-03	2003-04	2004-05
1	32,830	33,815	34,829	35,874
2	33,640	34,649	35,688	36,759
3	34,491	35,526	36,592	37,690
4	35,296	36,355	37,446	38,569
5	36,100	37,183	38,298	39,447
6	36,948	38,056	39,198	40,374
7	37,758	38,891	40,058	41,260
8	38,584	39,742	40,934	42,162
9	39,411	40,593	41,811	43,065

SENIOR ACCOUNT CLERK

STEP	2001-02	2002-03	2003-04	2004-05
1	35,129	36,183	37,268	38,386
2	35,994	37,074	38,186	39,332
3	36,904	38,011	39,151	40,326
4	37,767	38,900	40,067	41,269
5	38,626	39,785	40,979	42,208
6	39,537	40,723	41,945	43,203
7	40,402	41,614	42,862	44,148
8	41,283	42,521	43,797	45,111
9	42,172	43,437	44,740	46,082

10-MONTH EMPLOYEES

STEP	2001-02	2002-03	2003-04	2004-05
1	23,239	23,936	24,654	25,394
2	23,931	24,649	25,388	26,150
3	24,619	25,358	26,119	26,903
4	25,290	26,049	26,830	27,635
5	25,998	26,778	27,581	28,408
6	26,673	27,473	28,297	29,146
7	27,361	28,182	29,027	29,898