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SEC / 4935

**A G R E E M E N T**

**BETWEEN**

**EAST RAMAPO CENTRAL SCHOOL  
DISTRICT**

**AND**

**EAST RAMAPO ASSOCIATION OF  
EDUCATIONAL SECRETARIES**

**JULY 1, 2005 – JUNE 30, 2008**

**RECEIVED**

DEC 12 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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# **AGREEMENT**

In order to effectuate the provisions of the Public Employees' Fair Employment Act, and to establish effective and harmonious working relationships between the Board of Education of the East Ramapo Central School District (hereinafter referred to as the "Board" or "School District") and the East Ramapo Association of Educational Secretaries (hereinafter referred to as the "Association") the parties do mutually agree as follows:

## **ARTICLE I**

### ***RECOGNITION***

- A.** The Board recognizes the Association as the sole and exclusive negotiating representative with respect to terms and conditions of employment for all permanent and provisional district secretarial and clerical personnel and all other employees eligible for membership in this Association. Persons employed on less than a half time (based on the normal work week defined in the Agreement) or on a temporary or substitute basis or designated as confidential by PERB, shall not be covered under the terms of this Agreement.
- B.** Notwithstanding the termination date of this Agreement, exclusive Association recognition shall continue only until one hundred twenty (120) days prior to the Board's annual meeting date in 2008 and for subsequent periods of twelve (12) months thereafter, unless such Association shall be or become ineligible as a matter of law to so act.
- C.** The Association, through its officers, affirms that for itself and on behalf of its members, does not assert the right to strike against the School District or to assist or participate in such strike action, or to otherwise, by concerted activity, impede or interfere with the educational or operational processes of the School District.
- D.** The provisions of this Agreement shall apply to all personnel covered hereunder without regard to race, creed, color, sex, age, marital status, handicap or national origin.
- E.** In order to provide a harmonious relationship between the Association and the Board, the Association and the Board agree to establish a Liaison Committee, composed of four (4) members of the Association and four (4) Administration members who will meet monthly and at any other mutually agreed times as requested by either party, regarding any problems which would affect the clerical staff. Any modification to the Agreement requires mutual agreement and will be implemented following Board and Association membership approval as an addendum to the Agreement.

## **ARTICLE II**

### ***PRINCIPLES AND NEGOTIATION PROCEDURES***

The following shall constitute the methods by which negotiations shall take place between the Association and the Board:

#### **A. Negotiable Items**

The Board and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning matters including, but not limited to, salaries, the handling of grievances, assignments, transfers, promotions, leaves of absence, allowable absence, medical benefits, health services and other fringe benefits.

#### **B. Negotiating Team**

Representatives of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory Agreements. Neither party in any negotiations shall have any control over the selection of the representative(s) of the other party.

#### **C. Opening Negotiations**

Upon a request of either party for a meeting to open negotiations on a successor Agreement, a mutually acceptable meeting date shall be set not more than twenty (20) work days following such request. In any given year, such request shall be made not earlier than December 15, nor later than January 15, except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other party at least one (1) week prior to the first meeting.

#### **D. Negotiation Procedures**

1. Following the initial meeting as described in Section C, such additional meetings shall be held until settlement is reached. Meetings shall be held at mutually convenient times with a maximum of nine (9) negotiating sessions to be held during the work day unless by mutual agreement or unless so scheduled by a Public Employment Relations Board (PERB) representative. The parties also agree that three (3) meetings of the nine (9) will be held during the afternoon portion of the workday upon mutual consent. Work day meetings shall have a maximum five (5) members representing the Association. The President of the Association shall retain the option of sitting in on the negotiations as an ex-officio addition to the team. A caucus can be called by either party as it is deemed necessary.

2. While no final Agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter-proposals, and reach compromises in the course of negotiations.

**E. Exchange of Information**

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the items under consideration.

**F. Consultants**

The parties may call upon consultants to assist in preparing for negotiations and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

**G. Committee Reports**

The parties agree that, during the period of negotiations and prior to reaching an Agreement which is to be submitted to the Board and Association, the proceedings shall not be released to the public unless an issuance has the prior approval of both parties.

**H. Reaching Agreement**

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed Agreement shall be reduced to writing and submitted to the Board and Association for approval. Following approval by the Board and Association membership, the Board shall take that action which is necessary to make the proposed Agreement official.

## **ARTICLE III**

### ***PROMOTION AND TRANSFER***

- A.** Employees with a permanent appointment, who are promoted to another position, shall serve a probationary period in the new position of not less than twelve (12) and not more than twenty-six (26) weeks.

If at the conclusion of twelve (12) weeks the employee has not received a satisfactory performance evaluation in the new position, the individual shall return to the individual's previous position without loss of seniority or other benefits. If the employee has received a satisfactory performance evaluation or has not yet received any evaluation in the new position by completion of the twelfth week, the individual shall remain in the new position on a probationary basis up to an additional fourteen (14) weeks and can be given permanent status at any time between the twelfth and twenty-sixth week. During the twelfth through the twenty-sixth week, the individual cannot be put back to the individual's previous position. If at the conclusion of the twenty-six (26) weeks the employee has not received a satisfactory performance evaluation in the new position, the individual shall return to the individual's previous position without loss of seniority or other benefits.

**B. Promotional Salary Adjustment**

Employees, with a provisional or a permanent appointment, who are promoted to another position will immediately move to a step on the new classification schedule which corresponds to the step on the former salary schedule prior to the individual being appointed, as long as the resulting salary increase is equivalent to an advance of one step on the former salary schedule. If such salary placement does not achieve an advance in salary equal to at least one step on the employee's former salary schedule, then the employee will be moved to the next higher step on the new salary schedule.

**C. Temporary Assignment In Higher Class Position**

If a member of the Association is assigned to work in a higher class on a temporary basis for more than five (5) days, he/she shall have his/her salary adjusted to the same step on the higher scale throughout the period of the assignment and shall be compensated retroactively to the first day of such work provided that such assignment shall be made in writing by the appropriate supervisor/administrator and that such person shall perform all major duties of the higher classification. This provision shall not be applicable to coverage for assignments due to vacations, partial staffing, or recess periods.

- D.** If the employee does not achieve permanent status on the job to which he/she is promoted or transferred, he/she shall return to his/her previous classification without loss of seniority or other benefits to which he/she may be entitled.

## ARTICLE IV

### *HOURS OF EMPLOYMENT*

- A. The regular or normal working hours during September 1 - June 30 shall consist of thirty-five (35) hours per week, divided into five (5) days, Monday through Friday inclusive. The work day shall consist of seven (7) hours, excluding a lunch period. During the partial staffing and summer recess, July 1 - August 31, the working hours shall consist of thirty (30) hours per week, Monday through Friday inclusive. The work day shall consist of six (6) hours, excluding a lunch period.

Association members assigned to a work day wherein fifty (50) percent or more of their working hours are worked prior to 7:00 AM or after 4:30 PM shall receive a five (5) percent differential for all hours worked. This provision shall not apply to part-time personnel, nor to anyone whose working hours have been arranged to accommodate the employee's request.

- B. Each employee shall be entitled to a work break of fifteen (15) minutes daily, to be scheduled at a mutually convenient time to the employee and immediate supervisor. This break is not to be added to an employee's lunch hour, nor is it to be utilized as the last fifteen (15) minutes of the work day unless done through mutual agreement with the employee's immediate supervisor.
- C. The work year is a twelve (12) month period, unless otherwise indicated.

Association members requested to work in excess of their normally assigned work year will do so only on a voluntary basis.

- D. Members of the Association hired for ten (10) month positions on or after July 1, 1981, shall work the same calendar year as teachers. In the event they are requested to work additional days, they shall be compensated at 1/182 of the annual salary for each such day.
- E. Effective with the beginning of the 2005/06 school year, the work year for ten (10) month employees hired on or after July 1, 1981 will be 183 days. If they are required to work 183 days during the 2003/04 or 2004/05 school years, they will be compensated at their applicable per diem rate of pay.

## ARTICLE V

### *OVERTIME AND PREMIUM PAY*

A. Overtime Pay

1. a. Time and one-half the regular rate of pay shall be paid in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week, or if the employee works on Saturday.

- b. Payment may be made in the form of compensatory time in lieu of money, at the same time and one-half rate for hours in excess of seven (7) in any one (1) day, thirty- five (35) in any one (1) week or if the employee works on Saturday.
  - c. The method of payment shall be determined prior to the assignment. However, if it must be compensatory time, the employee may refuse the assignment.
  - d. If payment is made in compensatory time, such time may only be taken at a time mutually acceptable to the employee and his/her immediate supervisor.
  - e. No substitute will be provided for anyone absent on compensatory time.
2. All overtime will be paid only if first authorized by the Principal or Supervisor. Employees will be eligible for overtime payment only if they work at least fifteen (15) minutes in excess of their normally scheduled seven (7) hours. Overtime will be distributed as equally as possible among employees of a given department or school and, to the extent possible, employees will be secured by Principal or Supervisor for overtime work on a voluntary basis.
  3. Employees will be expected to work a reasonable amount of overtime, including emergency circumstances, as determined by the Principal or Supervisor.

**B. Premium Pay**

1. Time and one-half the rate of pay shall be paid, in addition to the holiday pay, for work performed on those holidays listed under Article VII, Section A and any other holiday designated by the Board in their yearly calendar, provided school is closed.
2. Employees required to work on special “school holidays”, such as snow days, will receive additional payment equal to their regular rate of pay for time worked or at time and one-half if in excess of seven (7) hours, as provided in Article V, Section A.1.
3. Two (2) times the regular rate of pay will be paid for work performed on Sunday.
4. Premium pay will be paid only if first authorized by the Principal or Supervisor.

**C. Non-Pyramiding**

No time worked shall be paid for at overtime or premium rates more than once; if both overtime and premium rates are applicable, the greater shall be paid.

**D. Call in Pay**

Any Association member who is called in for special work and reports for work before or after his/her regular day of work or at any time during a weekend or holiday shall be guaranteed a minimum payment of two (2) hours at the appropriate rate of pay. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift.

**E. Meal Allowance**

Any Association member who, as a result of a call in, works four (4) or more hours overtime which runs into his/her normal work day or who is retained for four (4) or more hours beyond and immediately following a normal work day shall receive a meal allowance of five (5) dollars provided such work meets the requirements of Section 2 and 3 above.

**ARTICLE VI**

***SALARIES***

**A. Salaries to be adjusted as follows:**

2005-06....	3% On the 04-05 base salary schedule	....effective 7/1/05
2006-07....	3% On the 05-06 base salary schedule	....effective 7/1/06
2007-08....	2.5% On the 06-07 base salary schedule	....effective 7/1/07

(See attached salary schedules)

During the term of this Agreement, all personnel within the Association shall be paid in accordance with the applicable salary schedule which is attached hereto and made part of this Agreement.

Employees will be granted any applicable increment on July 1, provided they have worked continuously from the first working day in the previous January.

**B. Early Retirement Incentive**

1. The School District will provide an early retirement incentive to qualified Association members based on the following provisions:
  - a. As of 7/1/03, Association members who are on either Tier 2, 3 or 4 reaching age 62 will be eligible for the monetary incentive of \$5,000.00.

- b. As of 7/1/03, Association members who are on Tier 1 reaching age 55 will be eligible for the monetary incentive of \$5,000.00.
  - c. Part-time employees eligible for a retirement incentive as outlined in either subparagraph "a" or "b" above will receive a proration of the \$5,000.00 incentive based on the same percentage employed (i.e. a half-time worker will be entitled to half of the dollar incentive).
  - d. Association members will have a one-time opportunity to opt for the incentive applicable to their particular retirement tier and must submit a letter of resignation on or before May 1 in the school year in which they are eligible.
  - e. Incentive payment will be made on the effective date of retirement.
2. For the period of December 17, 1997 through June 30, 1998, the incentive amount will be \$6,500.00 and eligible members will include those who did not first retire during the school year in which they first became eligible. Unit members electing this incentive must submit their irrevocable and unconditional letters of resignation to the Board of Education by January 17, 1998, with an effective retirement date of June 30, 1998. After June 30, 1998, the existing language as found in Article VI, Section B.1 shall remain in full force without any modifications.

### **C. Longevity Increments**

Longevity increments will be granted to employees after 5, 10, 15 and 20 full years of credited service in the School District on their anniversary date of employment. Longevity increments are as follows: Grades I and II \$500.00; Grades III and IV \$525.00; Grades V and VI \$550.00; Grade VII \$575.00; Grade VIII \$625.00. These amounts shall be prorated for ten (10) month employees.

### **D. Promotion and Demotion**

If a permanent Association member is in a position which is reclassified to a higher classification and if such member is appointed to this position, such member will be placed on the identical step of the schedule of the new classification. If a permanent Association member is incumbent in a position which is reclassified to a lower classification and if such member is appointed to this position, such member will be placed at a salary which most closely approximates his/her salary at the time of demotion. Notwithstanding the aforementioned, an employee whose salary at the time of demotion exceeds all salaries on the appointed lower salary schedule shall remain at his/her present salary and advance in salary only when the schedule reaches Association member's present salary.

**E. Prior Experience**

Starting on July 1, 1989, credit for comparable prior experience may be granted, effective at the time of initial employment in the School District. The School District may give credit for prior experience up to or at, but not higher than, the tenth step of the current schedule appropriate for the classification.

**F. Salary Notices**

Salary notices shall be distributed to each Association member within thirty (30) days of the general adjustment to the salary schedule.

**ARTICLE VII**

***HOLIDAYS AND PARTIAL STAFFING***

**A. Holidays**

1. The following paid holidays are granted to provisional and permanent employees covered under this Agreement providing such employees shall have completed one (1) month of employment. These days will be observed as paid holidays only if school is closed. Should school be open, these days will be considered as regularly scheduled work days:

Independence Day*	Thanksgiving Recess	Martin Luther King's Birthday
Labor Day	Christmas Eve (1/2 day)	A Monday in February**
Rosh Hashanah (2)	Christmas Day	1st & 2nd Day of Passover
Yom Kippur	New Year's Eve (1/2 day)	Good Friday
Columbus Day	New Year's Day	Memorial Day
Veterans Day		

\* Applicable to twelve (12) month employees only

\*\* The Monday of Mid-Winter Recess or another Monday in February if no recess is scheduled.

2. When Independence Day, Christmas, or New Year's Day occurs on Tuesday or Thursday, the Monday preceding or Friday following will also be granted as a holiday. Ten (10) month employees, who accept work in the week in which the Independence Day holiday occurs, shall be paid for such work day(s). In no event, however, will any ten (10) month employee, other than those individuals assigned to the summer school program in the high school or the elementary reading program, be paid for Independence Day.

3. When a holiday occurs on a Saturday, it will be observed on the prior Friday, and any holiday occurring on a Sunday will be observed on the following Monday, provided school is closed.
4. Other special school holidays for Association members may be declared, including snow days.

**B. Partial Staffing**

1. For the purpose of this provision, partial staffing is to be considered as those days occurring during the winter, mid-winter and spring recess periods when school is closed.
2. Partial Staffing will be applicable to all unit members hired through and including June 30, 2000. Association members hired on or after July 1, 2000 will be eligible for partial staffing when he/she completes three years of employment with the School District.
3. Association members will be required to work one (1) day more than half (1/2) the designated partial staffing days in the school year.
4. An Association member who resigns during the school year and who has taken to departure date partial staffing days in excess of the allowable partial staffing days observed up to the point of departure, shall have the payment for these excess days deducted from Association member's final pay. Conversely, additional payment will be made to Association member's final pay for days not taken of the allowable partial staffing days observed up to the point of departure, provided such member has completed one (1) year of service.

## ARTICLE VIII

### *VACATION*

For the purpose of clarity, the following definitions are given:

School Year = The period between July 1st of one year through and including June 30th of the immediately following year.

Vacation Earned = Vacation days are earned and accrued in one school year according to the schedules outlined below.

Vacation Year = The school year (July 1 - June 30) consecutively and immediately following the school year in which the vacation days were earned and accrued.

Vacation days earned and accrued in one school year may be taken ONLY beginning with and during the following school year (vacation year).

#### TWELVE (12) MONTH EMPLOYEES

##### **A. ALL Twelve (12) Month Employees with LESS THAN FIVE (5) COMPLETED YEARS OF SERVICE**

Permanent and provisional twelve (12) month employees covered by this Agreement shall EARN AND RECEIVE vacation days with pay in accordance with the schedule outlined in Table I below for the first five (5) years of employment.

<u>TABLE I</u>	<u>Full Months Worked</u>	<u>Vacation Days EARNED**</u>
	12	10
	11	9
	10	8
	9	7
	8	6
	7	5
	6	4
	5	3
	4	2
	3	1
	2	0
	1	0

\*\* See Table II for "Vacation Year" (when days can be used.)

**B. Twelve (12) Month Employees HIRED PRIOR TO DECEMBER 17, 1997 WITH MORE THAN FIVE (5) COMPLETED YEARS OF SERVICE**

Be it understood that for the purposes of this special vacation entitlement, persons originally employed on a date from July 1 through January 2 will be credited with a full school year. Vacation days will be earned in accordance with the following schedule.

1. Upon completion of five (5) full years of service, the employee, in the sixth (6) year, may begin earning and accruing fifteen (15) vacation days which are to be used in the following school year (7th year) = (vacation year).
2. Upon completion of eight (8) full years of service, the employee, in the ninth (9) year, may begin earning and accruing seventeen (17) vacation days which are to be used in the following school year (10th year) = (vacation year).
3. Upon completion of ten (10) full years of service, the employee, in the eleventh (11) year, may begin earning and accruing twenty (20) vacation days which are to be used in the following school year (12th year) = (vacation year).

**TABLE II**

Example School Year	Employed between July 1 and Jan 2 in Start Year.			Employed between Jan 3 - June 30 in Start Year.		
	Full Year Worked	Vacation Days Earned/Accrued	Days To Be Taken in Vacation Year	Full Year Worked	Vacation Earn/Acc	To Be Taken Vac. Year.
7/1/86-6/30/87	1	4 to 10 days *	0	0	0 to 4 *	0
7/1/87-6/30/88	2	10	4 to 10 days *	1	10	0 to 4 *
7/1/88-6/30/89	3	10	10	2	10	10
7/1/89-6/30/90	4	10	10	3	10	10
7/1/90-6/30/91	5	10	10	4	10	10
7/1/91-6/30/92	6	15	10	5	10	10
7/1/92-6/30/93	7	15	15	6	15	10
7/1/93-6/30/94	8	15	15	7	15	15
7/1/94-6/30/95	9	17	15	8	15	15
7/1/95-6/30/96	10	17	17	9	17	15
7/1/96-6/30/97	11	20	17	10	17	17
7/1/97-6/30/98	12	20	20	11	20	17
7/1/98-6/30/99	13	20	20	12	20	20
7/1/99-6/30/2000	etc.		20	etc.		20

\* Number of vacation days accrued depends on original hiring date  
See Table I

**C. Twelve (12) Month Employees HIRED ON OR AFTER DECEMBER 17, 1997  
with MORE THAN FIVE (5) COMPLETED YEARS OF SERVICE**

Be it understood that for the purposes of this special vacation entitlement, persons originally employed on a date from July 1 through January 2 will be credited with a full school year. Vacation days will be earned in accordance with the following schedule.

1. Upon completion of five (5) full years of service, the employee, in the sixth (6) year, may begin earning and accruing thirteen (13) vacation days which are to be used in the following school year (7th year) = (vacation year).
2. Upon completion of eight (8) full years of service, the employee, in the ninth (9) year, may begin earning and accruing fourteen (14) vacation days which are to be used in the following school year (10th year) = (vacation year).
3. Upon completion of ten (10) full years of service, the employee, in the eleventh (11) year, may begin earning and accruing fifteen (15) vacation days which are to be used in the following school year (12th year) = (vacation year).

**TABLE III**

Example School Year	Employed between July 1 and Jan 2 in Start Year.			Employed between Jan 3 - June 30 in Start Year.		
	Full Year Worked	Vacation Days Earned/Accrued	Days To Be Taken in Vacation Year	Full Year Worked	Vacation Earn/Acc	To Be Taken Vac. Year.
7/1/86-6/30/87	1	4 to 10 days *	0	0	0 to 4 *	0
7/1/87-6/30/88	2	10	4 to 10 days *	1	10	0 to 4 *
7/1/88-6/30/89	3	10	10	2	10	10
7/1/89-6/30/90	4	10	10	3	10	10
7/1/90-6/30/91	5	10	10	4	10	10
7/1/91-6/30/92	6	13	10	5	10	10
7/1/92-6/30/93	7	13	13	6	13	10
7/1/93-6/30/94	8	13	13	7	13	13
7/1/94-6/30/95	9	14	13	8	13	13
7/1/95-6/30/96	10	14	14	9	14	13
7/1/96-6/30/97	11	15	14	10	14	14
7/1/97-6/30/98	12	15	15	11	15	14
7/1/98-6/30/99	13	15	15	12	15	15
7/1/99-6/30/2000	etc.		15	etc.		15

\* Number of vacation days accrued depends on original hiring date  
See Table I

## **TEN (10) MONTH EMPLOYEES**

### **D. Ten (10) Month Employees HIRED PRIOR TO JULY 1, 1981**

Ten (10) month employees hired prior to July 1, 1981, having served and completed as of June 30, 1991 the requisite ten (10) full years of service, are entitled henceforth to the allotted maximum of seventeen (17) days of vacation under the same "earn/accrue" and "use" stipulation defined at the beginning of this Article.

### **E. Ten (10) Month Employees HIRED ON OR AFTER JULY 1, 1981**

Ten (10) month employees hired on or after July 1, 1981 shall work the same calendar year as teachers. Effective with the beginning of the 2005/06 school year, the work year will be 183 days.

### **F. Use of Vacation**

The regular vacation period for twelve (12) month employees is July 1 through August 31 and the recess periods observed during the school year. The regular vacation period for ten (10) month employees hired before July 1, 1981, is during the recess periods observed during the school year. Special circumstances may warrant an adjustment in the vacation period or compensation in lieu of vacation. All vacations must be scheduled with the prior approval of the appropriate principal or supervisor whose approval shall not be unreasonably withheld.

### **G. Accumulation**

Vacation days may not be accumulated from year to year.

### **H. Vacation Pay At Termination**

Employees who are eligible for vacation benefits hereunder will receive, upon resignation with at least two week's notice, a pro rata vacation entitlement computed from the previous July 1, plus accrued vacation days. An employee leaving the employment of the School District during the year, and who has taken vacation days in excess of the amount earned prior to the departure date, shall have the payment for those excess days deducted from his/her final payment.

### **I. Postponement of Vacation Use**

Should circumstances arise which require the School District to change an employee's previously assigned vacation period, no loss of vacation benefits shall result from such change during that vacation year. Compensation will be paid in lieu of unused vacation by June 30.

# **ARTICLE IX**

## ***LEAVES OF ABSENCE***

### **A. Bereavement Leave**

Up to five (5) days of absence will be allowed per occurrence of death in the immediate family, defined below:

Spouse, child, parent, brother, sister, grandparent, grandchild, parent of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any relative residing in the personal household of the employee.

### **B. Sick Leave**

#### **1. Monthly Accrual of Sick Leave for Employees With Less Than Three (3) Completed Years of Service**

- a. During the first three (3) years of employment, new employees shall earn paid sick leave at the rate of 1.5 days per working month, which shall total not more than eighteen (18) days per year for twelve (12) month employees nor more than fifteen (15) days per year for ten (10) month employees.
- b. Paid sick leave may be used only for:
  - i. Personal illness *and*
  - ii. Family illness. Family is defined as spouse, children, parents, brothers, sisters.

#### **2. Annual Allowance of Sick Leave for Employees Who Have COMPLETED Three (3) Full Years of Service**

- a. Beginning with the first day of the fourth year of employment, and thereafter, employees shall receive an allowance of eighteen (18) days per year for twelve (12) month employees and fifteen (15) days per year for ten (10) month employees.
  - b. All absences for personal illness and family illness, as defined in Section 1.b.ii. above, are deducted from the annual allowance to the extent possible.
3. Employees who are absent for five (5) or more consecutive days may be required to present a physician's certificate at the discretion of their immediate supervisor.
  4. Employees shall accrue unused sick leave from year to year, and shall receive a statement of their accumulation no later than November 15th of each year.
  5. Upon retirement the employee may apply a maximum of 165 accumulated sick days to his/her service credit under the provision of Retirement & Social Security Law §41-J (see Article XI, Section B

### **C. Personal Leave**

Up to three (3) days of absence will be allowed for personal leave when such request is received in the Personnel Office a minimum of three (3) days prior to date in question. (In an emergency, the three (3) day notice will be waived). Personal Leave is understood to be for compelling reasons which cannot normally be scheduled outside the work day. The "Personal" category may not be used for leave the day before or after a holiday, vacation period or weekend, unless approved by the Principal/Supervisor and the Personnel Office. All days requested in multiples of two (2) or three (3) must indicate a specific reason. Requests should be submitted in writing on the "Request for Personal Leave" form. All unused Personal Leave Days shall be added to accumulated personal illness days and may only be used for personal illness.

### **D. Jury Duty**

Absence is allowed for jury duty. Notice for such duty must be submitted to the School District. The Association member shall receive his/her regular salary, less any fee received for jury duty. Where such procedure is available, Association members who are required to serve on jury duty during the regular school year shall elect a call-in system or other similar notification system.

### **E. Extended Leave Without Pay**

An employee with four (4) or more years of service may be granted a leave of absence without pay, not to exceed one (1) year. Where the absence of such employee extends beyond three (3) months, such employee will receive prorated seniority credit and prorated paid vacation upon his/her return. A full salary increment will be granted provided such employee has worked at least six (6) months in the applicable school year. Employee shall be permitted to continue hospitalization and dental plan at own expense during such leave of absence.

### **F. Child Care Leave**

1. An Association member may obtain a leave of absence, without pay and without seniority credited for the period of leave, for the purposes of child care, provided he/she shall request such leave from the Superintendent of Schools at least ninety (90) days prior to the date such leave is requested to begin.
2. The date of return from child care leave (which may be granted for a period of time which shall not exceed thirty (30) months) shall be noted in the request. In the sole discretion of the Superintendent of Schools, an Association member may be permitted to return to work from a child care leave earlier than the return date noted in the request.
3. Child care leave requests submitted in accordance with this Article shall be granted by the Board upon recommendation of the Superintendent of Schools. The Superintendent shall not unreasonably withhold his/her approval.

4. While on unpaid child care leave, the employee may opt to continue his/her health insurance coverage. This continued coverage, while on unpaid child care leave, will be at the employee's sole expense.

**G. Other Allowed Absence Without Pay**

Any absence exceeding that which is allowed under the terms of this Agreement will result in a salary deduction for each such day lost.

**H. Abandonment of Position**

An employee who is absent from work without satisfactory explanation and prior approval beyond the period of any leave of absence granted by the Board will be considered as having resigned his/her position.

**I. Cooperation**

The Association agrees to apply its best efforts in promoting among its members collectively and individually, the fair and reasonable use of the benefits provided for under this leave of absence provision.

**J. Voluntary Personal Illness Bank**

**1. Voluntary Basis**

Members of the Association may participate on a voluntary basis in a Personal Illness Bank.

**2. Contribution**

- a. All Association members employed on or before June 30, 1981, shall be eligible to participate in the Bank.
- b. New employees will be able to participate in the Bank only upon the following three (3) conditions:
  - i. The employee shall have completed two (2) full years of employment in the School District.
  - ii. At the end of the second (2nd) year of employment, the employee shall have accumulated a minimum of twenty (20) days of unused sick leave.
  - iii. Such eligible employee shall make written application to participate in the Bank within the first fifteen (15) school days of the beginning of their third (3) year of employment.

- c. Eligible Association members who elect to participate may do so by contributing six (6) days to the Bank. Thereafter, the participant shall contribute one (1) day annually until he/she has contributed a maximum of ten (10) days.
- d. The maximum number of days in the Bank shall not exceed the number of participants times ten (10). The bank shall be replenished when it is depleted to five (5) days per participant by assessing each participant a day or days at the discretion of the Joint Committee.
- e. Days contributed shall be subtracted from the individual's accumulated personal illness leave.
- f. The School District shall provide any necessary days to bring the Voluntary Personal Illness Bank to maximum level [i.e., number of participants x ten (10)].

### **3. Withdrawals**

Days from the voluntary Personal Illness Bank shall only be available after annual and accumulated personal illness days are exhausted.

Participants may only withdraw from the Bank for absences due to personal illness that are in excess of one (1) day beyond the individual's accumulation, i.e., an individual must lose one (1) day's pay before being able to withdraw days from the Bank.

Maximum withdrawals shall be:

- a. Fifty (50) days for members of the Association for zero (0) to three (3) years.
- b. One hundred (100) days for members of the Association for four (4) through ten (10) years.
- c. One hundred fifty (150) days for members of the Association for eleven (11) years or more.

Withdrawals shall first be from days contributed by participants and then, if these are exhausted, from the days contributed by the School District. Vacation entitlement will not be accrued while sick bank is utilized.

### **4. Approval**

Participants seeking to utilize Bank days shall submit a request in writing to the Superintendent stating the reason(s) for such request.

All such requests shall be accompanied by a physician's certificate for verification. The School District has the right to have a physician of the School District's choice consult with the Association member's personal physician.

**5. Administration**

Administration of the Voluntary Personal Illness Bank shall be a joint committee comprised of representatives appointed by the Superintendent of Schools and representatives of ERAES.

- a. This committee shall be composed of no less than four (4) nor more than six (6) members, fifty (50) percent of whom are to be appointed by the Association.
- b. This committee shall decide on issues of eligibility for participation in the Bank.

**6. Eligibility**

Individuals who previously did not qualify for participation shall be eligible to apply, so long as they satisfy the requirements as stated above. In addition, such member's participation will be allowed only upon a determination of the Joint Committee that:

- a. The member's prior attendance record during the five (5) year period immediately preceding the application demonstrates significant overall improvement in attendance; *and*
- b. The member has a minimum of fifty (50) days of accumulated unused sick leave if a twelve (12) month employee, or forty-two (42) days of accumulated unused sick leave if a ten (10) month employee and provided that any member seeking entrance into the aforementioned voluntary personal illness bank must submit an appropriate application no later than January 17, 1998.

**ARTICLE X**

***GRIEVANCE PROCEDURE***

**A. Purpose**

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest possible administrative level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

**B. Definitions**

1. A "grievance" is a complaint by one or more employees of a violation, misapplication or misinterpretation of this Agreement.
2. The term "employee" includes any individual or group of individuals within the negotiating unit.
3. The term "days" used in this article shall be work days.

### **C. Structure**

1. It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board may within a reasonable period of time following the action complained of, present such complaint as a grievance in accordance with the provisions of the grievance procedure.

2. Nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if such adjustment is not inconsistent with the terms of this Agreement. The Superintendent will inform the Association prior to adjustment of the basis for resolution of such individual grievance. In no case shall such adjustment constitute a binding precedent. No such individual employee may, however, be represented by an officer, agent or member of another employee's organization.
3. There shall be established by the Association a Central Grievance Committee which shall consist of no more than three (3) persons selected by the Association. This committee shall represent the Association at the second, third and fourth levels of this procedure.
4. The Board shall be represented at the second level by the appropriate assistant superintendent, at the third level by the Assistant Superintendent, Personnel and at the fourth level by the Superintendent.

### **D. Procedure**

The number of days indicated at each level below shall be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representative of each party. Any grievance involving a group of employees or more than one department, or broad policy questions may be processed, in the judgment of the Association, beginning at the second level.

#### **1. Level 1**

- a. An employee alleging a grievance may initiate this procedure by the following action: He/she may approach his/her immediate supervisor and discuss the

matter in his/her own behalf. The employee may require that a representative of the Association accompany him/her in approaching his/her immediate supervisor. In such case, the employee may not be compelled to discuss such grievance prior to any scheduled meeting at which representative is to be present.

- b. In the event that the steps under "a." are unsuccessful in resolving the grievance, the employee may file a written grievance on a mutually agreeable form. The form shall be filed in three (3) copies as follows: one copy each for the aggrieved employee, the Association and the immediate supervisor. A written grievance shall be filed as soon as possible, but in no event later than twenty (20) days after occurrence of the fact giving rise to the grievance, or notice of such facts to the employee, whichever is later.
- c. Within three (3) days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved employee and the Association representative to attempt to resolve the grievance. If the immediate supervisor resolves the grievance to the satisfaction of the aggrieved employee and the Association representative, he/she shall deliver a written answer to said employee explaining said resolution if the employee so requests. In the event that the immediate supervisor does not resolve said grievance, he/she shall deliver a written answer to that effect to said employee. The written answer in each of the above instances shall be delivered no later than two (2) days following the meeting described in this subSection "c."

**2. Level 2 - Appropriate Assistant Superintendent and Central Grievance Committee**

If the grievance is not settled at Level 1 above, the Association may within five (5) days after the answer is rendered or due at Level 1, notify the appropriate assistant superintendent in writing that it appeals the grievance, stating the grounds for such appeal. The appropriate assistant superintendent shall, within five (5) days after receipt thereof, convene a Level 2 meeting between the Central Grievance Committee, aggrieved employee, and himself/herself, and written answer, as described in this Article D.1.c., on or attached to the grievance, shall be rendered within five (5) days thereafter and delivered to the Association.

**3. Level 3 - Assistant Superintendent, Personnel**

If the grievance is not settled at Level 2 above, the Association may appeal to the Assistant Superintendent, Personnel within five (5) days after the answer is rendered or due at Level 2, stating the grounds for appeal. The Assistant Superintendent, Personnel will meet with the Central Grievance Committee within five (5) days after receipt of written notice of appeal for the purpose of resolving the matter. The written response of the Assistant Superintendent, Personnel to said grievance shall be transmitted to the Central Grievance Committee within seven (7) days after the meeting.

**4. Level 4 - Superintendent of Schools**

If the grievance is not settled at Level 3 above, the Association may appeal to the Superintendent by filing a written notice of appeal to the Superintendent within five (5) days after the answer is rendered or due at Level 3, stating the grounds for appeal. The Superintendent will meet with the Central Grievance Committee within five (5) days after receipt of written notice of appeal for the purpose of resolving the matter. The Superintendent's written answer to said grievance shall be transmitted to the Central Grievance Committee within seven (7) days after the meeting.

**5. Level 5 - Grievance Panel**

If the grievance is not settled at Level 4, the Association may appeal to the Grievance Panel within five (5) days after the answer is rendered or due at Level 4, stating the grounds for appeal. The Grievance Panel shall consist of three (3) members selected mutually by both the Board and Association. The panel will hear the grievance and hand down an advisory decision within ten (10) days after said hearing. The decision will not be binding on either party.

**6. Level 6 - Arbitration**

- a. If after the Grievance Panel decision, the grievance in question still remains unresolved, then the Board or the Association within ten (10) days after receipt of decision rendered at Level 5 may, by notice, request that the matter be submitted to arbitration.
- b. The Board and the Association will attempt to select an arbitrator from those names submitted by the American Arbitration Association within ten (10) days of receipt of said names. If the parties do not agree upon the selection within said ten (10) days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.
- c. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement and he/she shall be without authority to modify or amend it or to make a decision contrary to law.
- d. The arbitrator shall be without power or authority to make any decision involving Board discretion or Board policy under the provisions of this Agreement or under applicable law, except that he/she may decide in a particular case that Board policy was disregarded or that its attempted application under any terms of this Agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.
- e. The decision of the arbitrator, made in accordance with his/her authority, as defined herein, shall be accepted as final by the parties to the dispute and it shall be binding upon them.
- f. The costs of any arbitration under this Article shall be divided equally between the Board and the Association.

**E. Miscellaneous**

1. In the event that the Board claims a violation, misapplication or misinterpretation of this Agreement by the Association or any member of the negotiating unit, a grievance thereon may be instituted by the Superintendent directly to the Central Grievance Committee as in Level 4 and the Board, if dissatisfied with the answer, may proceed to arbitration as in Level 6.
2. Failure to appeal at any stage or level within the times specified above shall be deemed an acceptance of the decision rendered at that step.

**ARTICLE XI**

***BENEFITS***

**A. Health and Dental Insurance**

1. a. The Board agrees to provide the current health and dental insurance plan benefits for Association members and their families enrolling in such plan, with premiums being paid for on the following shared-cost percentage basis:

	School District	Employee
Individual	83.30%	16.70%
Family	84.28%	15.72%

During the 1993/94 school year, the Board implemented a "flexible spending plan" pursuant to Internal Revenue Code Section 125 which permits employees to pay their share of insurance premiums (as set forth in the chart above) from "before tax" dollars.

- b. Completion of one (1) continuous year's employment within the School District is necessary for entitlement by the Association member to the School District's dental plan. Any member of the bargaining unit with less than one (1) year's service is eligible to join such plan provided he/she pays the full premium cost.
2. Association members hired on or after July 1, 1989, will pay insurance premiums in an amount equal to the amount of premiums paid by employees hired before that date.

**B. Retirement Benefits**

All employees are eligible for membership in the New York State Employees' Retirement System under the School District's existing plan(s). Such plan will include the provision of Retirement and Social Security Law §41-j. (See Article IX, Section B.5.)

## ARTICLE XII

### *GENERAL*

#### **A. Permanent Status**

Persons employed by the School District shall not be accorded permanent status until they complete a minimum of eight (8) to a maximum of twenty-six (26) weeks probationary period following their permanent appointment. Seniority status, however, shall be established from the first day of employment provided such persons have worked on a continual basis and in one or more jobs which, when totaled, equals at least one-half time the normal work week established in the Agreement immediately prior to provisional or permanent appointment. However, personnel employed prior to June 30, 1969 who have been employed on a continuous basis shall have seniority status computed as of date of original employment.

#### **B. Summer School**

Summer school clerical positions must be offered to ten (10) month employees and must be advertised well in advance of starting date. Salary will be at appointed employee's prevailing rate (step and class) at time of service. Employees will be paid bi-weekly commencing with the first payroll following date of appointment. Employees will be allowed up to a maximum of two (2) paid sick leave days and up to a maximum of one (1) paid personal leave day which is to be charged to the employee's new school year personal leave account.

#### **C. Summer Employment**

Association members hired before July 1, 1981, regularly employed on a ten (10) month basis, called in to work during the summer shall be compensated at their normal salary rate. This provision shall be applicable to true call in circumstances only.

*Note:* If there is some typing to be done which could be done by any substitute typist, and some ten (10) month person chooses to serve in that capacity, then the substitute rate applies.

#### **D. Visitation Days**

Visitation days to be permitted within the School District or to other schools with approval of immediate supervisor or principal.

#### **E. Orientation**

An appropriate orientation period may be provided for new or reassigned employees, as determined by the Assistant Superintendent, Personnel and immediate supervisor.

## **F. Paychecks**

Paychecks will be available on designated Friday pay periods except when School District offices are closed. In that event, paychecks will be distributed on a preceding day.

## **G. Deferred Payment**

A deferred salary payment procedure will be adopted or dropped for ten (10) month employees making such applications on or before June 15, effective with the first pay period in September.

## **H. Tax Sheltered Annuities; Credit Union; Savings Bonds; Direct Deposit**

The Board agrees to make payroll deductions for payment into Tax Sheltered Annuities upon the request of the Association member. Such requests must be made thirty (30) days prior to date upon which the deduction is to be made and should be made on the proper form.

The Board agrees to make payroll deductions for payment into a credit union, designated by the Board of Education, upon the request of any Association member. Such request must be made thirty (30) days prior to the date upon which the deduction is to be made and should be on the proper form. Any such request may not be rescinded or adjusted within the school year in which it becomes operative.

The Board agrees to make payroll deductions for the purchase of United States Savings Bonds upon the request of any Association member. Such request must be made thirty (30) days prior to the date upon which the deduction is to commence and should be on the proper form.

As of 7/1/05, Association members have a direct deposit option for payroll checks into a bank of their own designation. Such designation shall be made by bargaining unit members in writing in accordance with procedures prescribed by the School District's Business Office.

## **I. Dues Deduction**

1. As authorized under Section 93-b of the General Municipal Law and in keeping with the intent of Chapter 392, Laws of 1967, a payroll deduction plan for dues is established for membership in the Association. Such authorization shall be in writing on a form submitted by the Association and approved by the Board. All deductions will be on a voluntary basis. Dues deduction will commence the first paycheck in November.

2. The Association shall certify to the Board in writing the current rate of its membership dues on or before October 10 of each year. Any change in the membership dues rate made subsequent to October 10, shall not be eligible for dues deduction or agency fee deduction until November 1 of the succeeding calendar year.
3.
  - a. The total annual membership dues certified by the Association will be deducted in ten (10) equal installments beginning with the first regularly scheduled pay in November.
  - b. Dues authorization forms of those members who have voluntarily authorized the deduction of dues will be furnished to the Board no later than October 10.
4. Clerical employees who are not members of the Association shall be required to pay an agency fee equivalent to the unified dues of the Association. The agency fee shall be deducted by the Board in the same manner as is provided for voluntary dues deduction in Section 1. above.
  - a. All monies deducted shall be transmitted to the Association with dues deduction money.
  - b. The Association hereby agrees to indemnify and save harmless the School District and the Board of Education from any and all claims, actions, demands, suits or proceedings by any employees, or any other party arising from its agreement to implement agency fee deductions for the Association.
  - c. The Association shall adopt a refund procedure consonant with provisions of Section 208, subSection 3, of the Civil Service Law.

**J. Collective Bargaining Activities**

Association members actively engaged in negotiations, processing grievances, or meeting for liaison purposes with the School District during working hours shall not suffer any loss of pay or benefits.

**K. Amendments**

The parties agree that the entire understanding between them is set forth completely in this Agreement and in the exhibits attached hereto and supersede in their entirety all previous Agreements and conflicting policies and directives of the Board. The provisions herein may be changed only by mutual agreement of the parties. Any such changes or modifications as arrived at by mutual consent shall be committed to writing, stating the effective date and be executed in the same manner as this Agreement.

**L. Separability**

The parties recognize that this Agreement has been entered into pursuant to the provisions of the Public Employees' Fair Employment Act. If any provision of this Agreement or application thereof is found to be in violation or contrary to law, then such provision or application shall be deemed to be invalid to that extent. All other provisions of the Agreement will continue to have full force and effect.

**M. Residual Board Rights**

All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the Board's exclusive direction and control and shall not be the subject of negotiations during the life of this Agreement.

**N. Association Membership**

No employee shall suffer any disadvantage by reason of his/her membership in the Association or participation in its lawful activities.

**O. Working Conditions**

The School District should be sensitive to the safety, health, and comfort needs of its employees and every effort will be made to provide adequate facilities toward this end.

**P. Reduction in Forces**

In the event the Board determines that a reduction in forces is required, such reduction shall be effected in accordance with Civil Service regulations. Notice to the Association will be given at the earliest possible time and the Association given an opportunity to discuss with the Superintendent or his/her designated representative the job impact of such reduction prior to the implementation of any such reduction.

**Q. Association Business**

The School District will pay the reasonable expenses for two (2) Association representatives to attend an Educational Secretaries' annual conference. Said conference to be chosen by the Association. An additional two (2) Association members, whose expenses will be paid for by the Association, may attend such conference. Employees attending such conferences under this provision shall not suffer any loss of benefits and/or pay and shall have such time charged as authorized absence.

**R. Evaluation and Personnel Files**

1. All members of the Association will be subject to written evaluation by members of the Administrative staff. All observation and/or evaluation of work performance will be conducted openly and with the full knowledge of the individual involved.

2. An employee shall be given a copy of any report one (1) day prior to a conference. All evaluation reports will be discussed in conference between the employee and the administrator making the evaluation. Any such report will be signed by the employee to indicate that he/she has seen the report and discussed its contents with the author thereof. A copy of any such report will be given to the employee at the time it is signed. No employee shall be required to sign a blank or incomplete evaluation form.
3. The employee has the right to attach any written statement in response to any evaluation report and such statement will be placed in the employee's personnel file with the evaluation report.
4. Each member of the Association may, upon request, review the contents of his/her personnel file (except for pre-employment material of a confidential nature) and make copies, at no cost to the School District, of any or all documents contained therein (except for pre-employment material of a confidential nature.)
5. Nothing will be placed in an employee's personnel file unless the employee has been given an opportunity to review the material. The employee will affix his/her signature to the document, signifying only that he/she has seen it. The employee has the right to attach a written statement for inclusion in the personnel file with the document.
6. An employee shall be entitled to have a representative of the Association, its affiliate, or any person of his/her choice, accompany him/her during such a review.

#### **S. Superintendent's Conference Day**

When Superintendent Conference days are scheduled, Association members selected by the Association's President, will be responsible for recommending to the Personnel Administrator agenda items, conference speakers, etc. The Association pledges its unqualified support in conducting an appropriate educational experience for its various groups of workers who are members of this Association. The conference can include, but is not limited to, seminars, workshops, special projects and the like. Employees shall follow the Conference work day.

#### **T. Compensation for Lost Time and Destruction of Personal Property**

1. If a member of the Association suffers loss or destruction of a prosthetic device such as eyeglasses, dentures, hearing aid, etc., or has had his/her clothing damaged while acting in the line of duty, i.e. to stop a disturbance, is assaulted by a student, or while attempting to prevent the destruction of School District property, such as fire, the Board will assume the reasonable cost of the replacement or repair of such items(s), provided such loss, damage, or destruction was not due to the employee's negligence or otherwise covered by Worker's compensation or insurance benefits provided by the Board. The employee must report the incident and loss to his/her immediate supervisor in writing within forty-eight (48) hours, or as soon as possible, after the incident occurred.

2. If such an assault on a member of the Association results in lost time, the employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which the member is entitled under this Agreement.

**U. Miscellaneous**

1. Employees required by their principals or supervisors to use their personal car for School District business, shall be paid for their mileage the prevailing School District rate.
2. Final copies of the new Agreement are to be made available to each member of the Association at no cost to the Association.



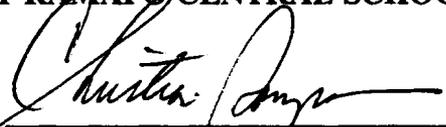
**ARTICLE XIII**  
***TERM OF AGREEMENT***

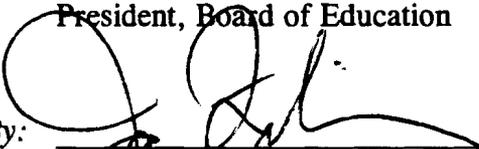
***Signatures***

This Agreement shall remain in full force and effect from July 1, 2005 to June 30, 2008. Except as is otherwise specifically provided in Article I, Section B, this Agreement will continue in effect from year to year after June 30, 2008, unless either party is notified by the other of its desire to terminate, amend, or modify such Agreement by the January 15 preceding the expiration date.

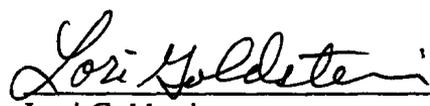
IN WITNESS WHEREOF, the Board and the Association have duly executed this Agreement by their authorized officers on the day, month, and year shown below.

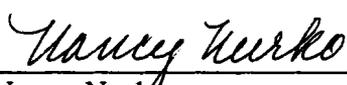
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Christian Sampson  
President, Board of Education

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Jason Friedman  
Superintendent of Schools

**ASSOCIATION OF EDUCATIONAL SECRETARIES**

By:  \_\_\_\_\_ Date: 6/30/05  
Lori Goldstein  
Co-President

By:  \_\_\_\_\_ Date: 6/30/05  
Nancy Nurko  
Co-President



**APPENDIX A**

***RETIREMENT LETTER***

I hereby inform you of my intention to resign due to retirement on or before \_\_\_\_\_ and request payment of the Early Retirement Incentive as provided in Article VI, Section B.

I understand that this resignation is irrevocable and that the Board of Education will rely thereon. I specifically waive any right to rescind or withdraw this resignation for any cause whatsoever except under such circumstances as may be mutually agreed upon.

This commitment, however, does not deny me the right to any improved benefits or compensation which may become part of an Agreement between the Board of Education and the East Ramapo Association of Educational Secretaries which is in effect on or before the effective date of my resignation as shown above.

**APPENDIX B**

***JOB CLASSIFICATIONS***

**12 Months**

**SALARY GRADE I**

Clerk, Clerk-Typist, Duplicating Machine Operator

**SALARY GRADE II**

Clerk-Stenographer, Receptionist-Typist

**SALARY GRADE III**

Telephone Operator

**SALARY GRADE IV**

Account Clerk, Control Clerk

**SALARY GRADE V**

Senior Clerk, Senior Clerk-Typist, Secretarial-Typist,  
Data Entry Operator I, Library Clerk-Typist I

**SALARY GRADE VI**

Senior Clerk-Stenographer, Secretary I

**SALARY GRADE VII**

Payroll Clerk, Senior Account Clerk, Senior Account Clerk-Typist

**SALARY GRADE VIII**

Secretary II, Principal Clerk, Principal Clerk-Typist, Principal Clerk-Stenographer,  
Senior Payroll Clerk, Principal Account Clerk, Principal Purchasing Clerk-Typist,  
Computer Operator/Control Clerk, Employee Benefits Clerk-Typist

.....continues next page

**10 Months**

**SALARY GRADE 1a**  
Clerk, Clerk-Typist

**SALARY GRADE 1b**  
School Health Clerk-Typist

**SALARY GRADE II**  
Clerk-Stenographer

**SALARY GRADE IIb**  
Attendance Assistant

**SALARY GRADE Va**  
Senior Clerk, Senior Clerk-Typist, Secretarial-Typist, Library Clerk-Typist I

**SALARY GRADE VIa**  
Secretary I

**SALARY GRADE VIIIa**  
Principal Clerk, Principal Clerk-Steno,



## **APPENDIX C**

### ***TAYLOR LAW 204-a***

#### **AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS**

1. ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT:

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.

2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.
3. WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

## APPENDIX D.1

### *SALARY SCHEDULE*

2005-2006  
(increase of 3%)

#### 12-Month Schedule

Step	I	II	III	IV	V	VI	VII	VIII
1	\$21,179	\$22,865	\$23,584	\$23,928	\$25,311	\$25,829	\$26,510	\$28,805
2	\$22,321	\$24,082	\$24,802	\$25,192	\$26,628	\$27,159	\$27,894	\$30,327
3	\$23,778	\$25,525	\$26,272	\$26,628	\$28,098	\$28,616	\$29,339	\$32,240
4	\$25,221	\$26,980	\$27,717	\$28,098	\$29,540	\$30,058	\$30,805	\$34,136
5	\$26,675	\$28,440	\$29,163	\$29,540	\$30,988	\$31,516	\$32,248	\$36,040
6	\$28,137	\$29,886	\$30,641	\$30,988	\$32,439	\$32,973	\$33,697	\$37,939
7	\$29,577	\$31,339	\$32,087	\$32,439	\$33,898	\$34,455	\$35,152	\$39,825
8	\$31,009	\$32,793	\$33,547	\$33,898	\$35,356	\$35,901	\$36,606	\$41,728
9	\$33,010	\$34,771	\$35,521	\$35,901	\$37,344	\$37,876	\$38,598	\$44,145
10	\$34,486	\$36,246	\$37,010	\$37,391	\$38,858	\$39,389	\$40,114	\$46,065
11	\$35,963	\$37,724	\$38,498	\$38,886	\$40,372	\$40,905	\$41,637	\$47,983
12	\$37,443	\$39,204	\$39,989	\$40,378	\$41,886	\$42,420	\$43,156	\$49,901
13	\$38,925	\$40,681	\$41,477	\$41,872	\$43,401	\$43,932	\$44,677	\$51,820
14	\$40,407	\$42,161	\$42,967	\$43,365	\$44,916	\$45,448	\$46,200	\$53,740

#### 10-Month Schedule

Step	Ia	Ib	IIa	IIb	Va	VIa	VIIIa
1	\$17,649	\$18,353	\$19,056	\$20,685	\$21,090	\$21,517	\$24,003
2	\$18,601	\$19,335	\$20,067	\$21,699	\$22,186	\$22,623	\$25,271
3	\$19,813	\$20,542	\$21,273	\$22,914	\$23,412	\$23,835	\$26,865
4	\$21,018	\$21,748	\$22,484	\$24,118	\$24,615	\$25,039	\$28,446
5	\$22,230	\$22,964	\$23,700	\$25,323	\$25,820	\$26,254	\$30,033
6	\$23,446	\$24,175	\$24,902	\$26,538	\$27,033	\$27,464	\$31,615
7	\$24,650	\$25,383	\$26,117	\$27,741	\$28,251	\$28,702	\$33,187
8	\$25,842	\$26,584	\$27,328	\$28,944	\$29,462	\$29,904	\$34,770
9	\$27,510	\$28,242	\$28,977	\$30,630	\$31,119	\$31,550	\$36,787
10	\$28,741	\$29,470	\$30,205	\$31,874	\$32,381	\$32,816	\$38,386
11	\$29,971	\$30,702	\$31,436	\$33,120	\$33,644	\$34,081	\$39,985
12	\$31,202	\$31,931	\$32,664	\$34,362	\$34,906	\$35,343	\$41,583
13	\$32,433	\$33,159	\$33,893	\$35,606	\$36,168	\$36,608	\$43,182
14	\$33,665	\$34,390	\$35,125	\$36,850	\$37,431	\$37,873	\$44,780

The schedules listed above are based on a 35-hour week.  
Appropriate prorations will be made for part-time positions.

## **APPENDIX D.2**

### ***SALARY SCHEDULE***

**2006-2007**  
(increase of 3%)

#### **12-Month Schedule**

Step	I	II	III	IV	V	VI	VII	VIII
1	\$21,814	\$23,551	\$24,292	\$24,646	\$26,070	\$26,604	\$27,305	\$29,669
2	\$22,991	\$24,804	\$25,546	\$25,948	\$27,427	\$27,974	\$28,731	\$31,237
3	\$24,491	\$26,291	\$27,060	\$27,476	\$28,941	\$29,474	\$30,219	\$33,207
4	\$25,978	\$27,789	\$28,549	\$28,941	\$30,426	\$30,960	\$31,729	\$35,160
5	\$27,475	\$29,293	\$30,038	\$30,426	\$31,918	\$32,461	\$33,215	\$37,121
6	\$28,981	\$30,783	\$31,560	\$31,918	\$33,412	\$33,962	\$34,708	\$39,077
7	\$30,464	\$32,279	\$33,050	\$33,412	\$34,915	\$35,489	\$36,207	\$41,020
8	\$31,939	\$33,777	\$34,553	\$34,915	\$36,417	\$36,978	\$37,704	\$42,980
9	\$34,000	\$35,814	\$36,587	\$36,978	\$38,464	\$39,012	\$39,756	\$45,469
10	\$35,521	\$37,333	\$38,120	\$38,513	\$40,024	\$40,571	\$41,317	\$47,447
11	\$37,042	\$38,856	\$39,653	\$40,053	\$41,583	\$42,132	\$42,886	\$49,422
12	\$38,566	\$40,380	\$41,189	\$41,589	\$43,143	\$43,693	\$44,451	\$51,398
13	\$40,093	\$41,901	\$42,721	\$43,128	\$44,703	\$45,250	\$46,078	\$53,375
14	\$41,619	\$43,426	\$44,256	\$44,666	\$46,263	\$46,811	\$47,586	\$55,352

#### **10-Month Schedule**

Step	Ia	Ib	IIa	IIb	Va	VIa	VIIIa
1	\$18,178	\$18,904	\$19,628	\$21,306	\$21,723	\$22,163	\$24,723
2	\$19,159	\$19,915	\$20,669	\$22,350	\$22,852	\$23,302	\$26,029
3	\$20,407	\$21,158	\$21,911	\$23,601	\$24,114	\$24,550	\$27,671
4	\$21,649	\$22,400	\$23,159	\$24,842	\$25,353	\$25,790	\$29,299
5	\$22,897	\$23,653	\$24,411	\$26,083	\$26,595	\$27,042	\$30,934
6	\$24,149	\$24,900	\$25,649	\$27,334	\$27,844	\$28,288	\$32,563
7	\$25,390	\$26,144	\$26,901	\$28,573	\$29,099	\$29,563	\$34,183
8	\$26,617	\$27,382	\$28,148	\$29,812	\$30,346	\$30,801	\$35,813
9	\$28,335	\$29,089	\$29,846	\$31,549	\$32,053	\$32,497	\$37,891
10	\$29,603	\$30,354	\$31,111	\$32,830	\$33,352	\$33,800	\$39,538
11	\$30,870	\$31,623	\$32,379	\$34,114	\$34,653	\$35,103	\$41,185
12	\$32,138	\$32,889	\$33,644	\$35,393	\$35,953	\$36,403	\$42,830
13	\$33,406	\$34,154	\$34,910	\$36,674	\$37,253	\$37,706	\$44,477
14	\$34,675	\$35,422	\$36,179	\$37,956	\$38,554	\$39,009	\$46,123

The schedules listed above are based on a 35-hour week.  
Appropriate prorations will be made for part-time positions

## APPENDIX D.2

### **SALARY SCHEDULE**

2007-2008  
(increase of 2.5%)

#### 12-Month Schedule

Step	I	II	III	IV	V	VI	VII	VIII
1	\$22,359	\$24,140	\$24,899	\$25,262	\$26,722	\$27,269	\$27,988	\$30,411
2	\$23,566	\$25,424	\$26,185	\$26,597	\$28,132	\$28,673	\$29,449	\$32,018
3	\$25,103	\$26,948	\$27,737	\$28,113	\$29,665	\$30,211	\$30,974	\$34,037
4	\$26,627	\$28,484	\$29,263	\$29,665	\$31,187	\$31,734	\$32,522	\$36,039
5	\$28,162	\$30,056	\$30,789	\$31,187	\$32,716	\$33,273	\$34,045	\$38,049
6	\$29,706	\$31,553	\$32,349	\$32,716	\$34,247	\$34,811	\$35,576	\$40,054
7	\$31,226	\$33,086	\$33,876	\$34,247	\$35,788	\$36,376	\$37,112	\$42,046
8	\$32,737	\$34,621	\$35,417	\$35,788	\$37,327	\$37,902	\$38,647	\$44,055
9	\$34,850	\$36,709	\$37,502	\$37,902	\$39,426	\$39,987	\$40,750	\$46,606
10	\$36,409	\$38,266	\$39,073	\$39,476	\$41,025	\$41,585	\$42,350	\$48,633
11	\$37,968	\$39,827	\$40,644	\$41,043	\$42,623	\$43,185	\$43,958	\$50,658
12	\$39,530	\$41,390	\$42,219	\$42,629	\$44,222	\$44,785	\$45,562	\$52,683
13	\$41,095	\$42,949	\$43,789	\$44,206	\$45,821	\$46,381	\$47,167	\$54,709
14	\$42,659	\$44,512	\$45,362	\$45,783	\$47,420	\$47,981	\$48,776	\$56,736
15	\$44,283	\$46,132	\$46,991	\$47,416	\$49,075	\$49,636	\$50,440	\$58,838

#### 10-Month Schedule

Step	Ia	Ib	IIa	IIb	Va	VIa	VIIIa
1	\$18,632	\$19,377	\$20,119	\$21,839	\$22,266	\$22,717	\$25,341
2	\$19,638	\$20,413	\$21,186	\$22,909	\$23,423	\$23,885	\$26,680
3	\$20,917	\$21,687	\$22,459	\$24,191	\$24,717	\$25,164	\$28,363
4	\$22,190	\$22,960	\$23,738	\$25,463	\$25,987	\$26,435	\$30,031
5	\$23,469	\$24,244	\$25,021	\$26,735	\$27,260	\$27,718	\$31,707
6	\$24,753	\$25,523	\$26,201	\$28,017	\$28,540	\$28,995	\$33,377
7	\$26,054	\$26,798	\$27,574	\$29,287	\$29,826	\$30,302	\$35,038
8	\$27,282	\$28,067	\$28,852	\$30,557	\$31,105	\$31,571	\$36,708
9	\$29,043	\$29,816	\$30,592	\$32,338	\$32,854	\$33,309	\$38,838
10	\$30,343	\$31,113	\$31,889	\$33,651	\$34,186	\$34,645	\$40,526
11	\$31,642	\$32,414	\$33,188	\$34,967	\$35,519	\$35,981	\$42,215
12	\$32,941	\$33,711	\$34,485	\$36,278	\$36,852	\$37,313	\$43,901
13	\$34,241	\$35,008	\$35,783	\$37,591	\$38,184	\$38,649	\$45,589
14	\$35,542	\$36,308	\$37,083	\$38,905	\$39,518	\$39,984	\$47,276
15	\$36,958	\$37,656	\$38,431	\$40,265	\$40,898	\$41,365	\$49,026

The schedules listed above are based on a 35-hour week.  
Appropriate prorations will be made for part-time positions

**APPENDIX E**  
**CONTRACT LANGUAGE**

The contract language under Article VIII and Article IX Sections A., B. and J. was mutually revised and agreed to with full understanding by representatives for the Association and the District at a meeting on October 6, 1995.

It represents only a change in wording and format of the vacation and leaves of absence entitlements, strictly for the sake of clarity and better understanding by both parties. It in no way is intended to change the substance of these entitlements described by the previous language.

Furthermore, while this mutual understanding was reached separate and apart from the current round of bargaining for a successor agreement, it is in no way intended to:

- (1) hinder, impede, or limit these or future negotiations;
- (2) establish a precedent whereby either party shall/can/would change language without discussion and mutual agreement with the other party;
- (3) or preclude such activity from occurring in the future. Rather it was a means for expediting the resolution of language issues so as to enable negotiators for both sides to focus on the substantive issues at the bargaining table.

Finally, it exemplifies how language changes in a contract can be achieved via full mutual understanding and consent by the parties involved.

## MEMORANDUM OF UNDERSTANDING

**WHEREAS**, the East Ramapo Association of Educational Secretaries and the East Ramapo Central School District have reached agreement on the 1995-2000 collective bargaining agreement; *and*

**WHEREAS**, the most recent printed collective bargaining agreement between the parties was for the 1988-92 term; and Article III, Sections A and B thereof reads as follows:

*“A. In the event an office personnel vacancy occurs or a new position above entry level is created, notification shall be given to all Unit members at the earliest possible time and shall specify the procedure to be followed in making an application for such position. Notice of vacancies shall be mailed to all vacationing Unit members providing such Unit members have made available at the Personnel Office a self-addressed, stamped envelope. Preference in appointments to such positions shall be given to members of the office personnel staff, providing such members are qualified and eligible.”*

*“B. No senior level position will be first offered to personnel not presently employed in the District. Unit members requesting lateral transfer will be given first consideration. Whenever a promotional certification contains fewer than three (3) names, the District may next consider the existing promotional field. If the promotional field contains fewer than three (3) names, excluding those previously considered for lateral transfer and from promotional certification, the District may offer the vacant position to a person not presently employed in the District”*

*and*

**WHEREAS**, the District unilaterally declared Article III, Sections A and B null and void as of January 16, 1993 based on a State Education Department audit; *and*

**WHEREAS**, the Association believes Article III, Sections A and B are valid, notwithstanding the opinion of the State Education Department; *and*

**WHEREAS**, the parties do not wish to have their dispute over Article III, Sections A and B delay their agreement on the language of the rest of the 1995-2000 collective bargaining agreement.

**NOW, THEREFORE**, the parties have reached an understanding as follows:

1. The terms of Article III, Sections A and B will not be included in the 1995-2000 collective bargain agreement that is printed initially.
2. The terms of Article III, Sections A and B will become part of said 1995-2000, (or any subsequent) agreement and immediately be physically incorporated in it by the addition of an “Addendum” page if, in the future, either a court, or an administrative agency of competent jurisdiction,

determines in writing that said Section is not in violation of a federal or state law or regulation on racial discrimination and that its implementation will not result in the withholding of federal or state aid.

3. The District will assist the Association in its efforts to obtain such a determination by providing it with general information, statistics, data and any other pertinent information related to the matter, to the extent such is available at the time of the request.
4. If any disputes arise concerning any part of this memorandum, those disputes will be settled by resort to the courts of the State of New York.

EAST RAMAPO  
ASSOCIATION OF EDUCATIONAL SECRETARIES

*(signed)* Dolores HR Aldrich  
*(signed)* MaryAnn Plaviak                      7 March 2000  
\_\_\_\_\_  
Date  
*Dolores HR Aldrich and MaryAnn Plaviak*  
*Co-Presidents*

EAST RAMAPO CENTRAL SCHOOL DISTRICT

*(signed)* Stephen Price                      3/17/00  
\_\_\_\_\_  
Date  
*Stephen Price*  
*President, Board of Education*

*(signed)* Jason Friedman                      3/17/00  
\_\_\_\_\_  
Date  
*Jason Friedman*  
*Superintendent of Schools*

