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Title: **Scarsdale Union Free School District and the Scarsdale Association of Educational Secretaries (2007)**

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Union: **Scarsdale Association of Educational Secretaries**

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SEC/6139

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE
SCARSDALE UNION FREE SCHOOL DISTRICT

and

THE
SCARSDALE ASSOCIATION OF
EDUCATIONAL SECRETARIES

JULY 1, 2007 - JUNE 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 14 2009

ADMINISTRATION

51 employees

Table of Contents

Article 1:	Recognition	1
Article 2:	Salary	1
Article 3:	Work Week	1
Article 4:	Vacation Leave	2
Article 5:	Holidays	3
Article 6:	Sick Leave	3
Article 7:	Personal Leave	4
Article 8:	Leave of Absence	5
Article 9:	Health Insurance Plan	6
Article 10:	Benefit Trust	6
Article 11:	Life Insurance	7
Article 12:	Medical Examination	7
Article 13:	Evaluation	7
Article 14:	Association Rights	8
Article 15:	Personnel Files	8
Article 16:	Retirement Provisions	9
Article 17:	Collective Negotiations	9
Article 18:	Copies of Agreement	9
Article 19:	Notices	9
Article 20:	Grievance & Arbitration Procedure	9
Article 21:	No Strike Affirmation	11
Article 22:	Management Rights	11
Article 23:	Applicable Law	11
Article 24:	Statutory Provision	11
Article 25:	Severability	11
Article 26:	Term of Agreement	11
Exhibit A	2007/08 Salary Schedule	13
	2008/09 Salary Schedule	14
	2009/10 Salary Schedule	15

ARTICLE 1: Recognition

The Board recognizes the Association as the exclusive representative for the telephone operator, clerks, secretary-typists, secretary-stenographers and bookkeepers and part-time employees in these titles employed by the Board, but excluding the secretary to the Superintendent, the secretary to the Assistant Superintendent for Instruction, the secretary to the Assistant Superintendent for Business & Facilities and the secretaries to the Assistant Superintendent for Personnel & Administrative Services, for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment as provided in the Public Employees' Fair Employment Act. The term "Bargaining Unit Member" or "Bargaining Unit Members" when used hereinafter in this Agreement, shall refer to Employees included in the negotiating unit as defined above.

ARTICLE 2: Salary

A. The Salary Schedules for the 2007-08, 2008-09, and 2009-10, school years are attached hereto as Exhibit A and made a part thereof. For the school year 2010-11 the salary schedule shall be increased by the Consumer Price Index New York/Northeastern New Jersey with a minimum of 3.4% and a maximum of 3.8% as of June 30, 2010. For the school year 2011-12 the salary schedule shall be increased by the Consumer Price Index New York/Northeastern New Jersey with a minimum of 3.4% and a maximum of 3.8% as of June 30, 2011.

B. Effective July 1, 2007 the six (6) year longevity increment shall be omitted, provided that individuals receiving the same as of July 1, 2007 shall continue to receive the increment . Longevity increments are as follows:

1. After eight (8) years of consecutive service in Scarsdale, a longevity increment of \$1,250 shall be added to the base salary.
2. After twelve (12) years of consecutive service in Scarsdale, a longevity increment of \$1,500 shall be added to the base salary.
3. After fifteen (15) years of consecutive service in Scarsdale, a longevity increment of \$2,050 shall be added to the base salary.
4. After twenty (20) years of consecutive service in Scarsdale, a longevity increment of \$3,200 shall be added to the base salary.
5. After twenty-five (25) years of consecutive service in Scarsdale, a longevity increment of \$3,700 shall be added to the base salary.

C. Each Bargaining Unit Member will be moved annually to the next level on the Bargaining Units' Salary Pay Scale during his/her employment by the Board until he/she reaches the top level on the Salary Pay Scale. However, the amount of annual salary designated at each appropriate pay level on the Pay Scale shall be subject to collective negotiations between parties.

ARTICLE 3: Work Week

The regular work week for the Bargaining Unit Members shall be seven (7) hours per day, generally Monday through Friday, for a total of thirty-five (35) hours per week. Time and one-half the regular rate will be paid for hours worked in excess of thirty-five (35) hours per week, provided that such overtime has been approved in advance by the Bargaining Unit Member's supervisor.

ARTICLE 4: Vacation Leave

A. Full-time Employees will be granted vacation as follows: Ten (10) working days per year after completion of one (1) year of continuous service, as defined in Article 4B; twelve (12) working days per year after completion of three (3) years of continuous service; fifteen (15) working days per year after completion of five (5) years of continuous service; twenty (20) working days per year after completion of ten (10) years of continuous service; twenty-one (21) working days per year after the completion of eleven (11) years of continuous service and twenty-two (22) working days per year after completion of twelve (12) years of continuous service. Regular part-time employees represented by the Association shall have vacation days granted on a pro-rated basis according to the number of hours and days worked.

B. Bargaining Unit Members who begin service between July 1st and December 31st, will be credited with a full year of service as of the following June 30th for the purpose of determining their eligibility for vacation time under Article 4A. Bargaining Unit Members who begin employment between January 1st and June 30th will receive one (1) vacation day for each month of service as of June 30th with respect to determining their eligibility for vacation time under Article 4A.

C. Upon the death of a Bargaining Unit Member or separation from service, the Bargaining Unit Member's earned unused vacation time shall be computed and paid on a pro-rata basis as follows: the number of vacation days to which the Bargaining Unit Member is entitled under paragraph A and B of this Article shall be multiplied by the number of months worked by the Bargaining Unit Member during the fiscal year involved, and the product shall be divided by twelve (12). Fraction of days of one-half or more shall be counted as full days and fractions less than half a day shall not be counted. The Bargaining Unit Member shall give at least fourteen (14) days prior written notice of his/her intended retirement or other separation from the service of the Board.

D. All Bargaining Unit Members shall work during the Christmas, winter, and spring recesses specified in the school calendar. However, Bargaining Unit Members may apply in writing to the administrator in charge for permission to take days as vacation days within these recess periods. Upon the written recommendation of the administrator in charge and subject to the approval of the Assistant Superintendent for Personnel & Administrative Services such permission may be granted. Bargaining Unit Members may apply in writing to the administrator in charge for permission to take days within these recess periods as a leave of absence without pay subject to the condition of Article 8.

E. 1) Regular paid vacations will be scheduled during July and August except for the last week before the opening of school. A Bargaining Unit Member, provided he/she makes a request in writing thirty (30) days in advance and receives the written recommendation of the administrator in charge, may, subject to the approval of the Assistant Superintendent for Personnel & Administrative Services, be granted permission to take a regular paid vacation day at a time other than that regularly scheduled as a vacation day, or subject to the condition of Article 8 to take a leave of absence without pay at a time other than regularly scheduled as a vacation day.

2) A Bargaining Unit Member provided he/she makes a request in writing by May 1st immediately preceding and subject to the written recommendation of the administrator in charge and the approval of the Assistant Superintendent for Personnel & Administrative

Services, may be granted permission to take regular paid vacation days during the month of June.

F. All credited vacation days will be utilized in the school year to which they are credited.

ARTICLE 5: Holidays

Bargaining Unit Members shall be granted sixteen (16) paid holidays for the school years 2007-08, 2008-09, 2009-10, 2010-11, and 2011-12. The dates of the holidays will be determined following adoption of the respective school calendars for said year. The specific days of holidays will be determined by the Assistant Superintendent for Personnel & Administrative Services.

ARTICLE 6: Sick Leave

A. The paid sick leave policy for all full-time Bargaining Unit Members shall be:

<u>Years of Service</u>	<u>Days Granted Annually</u>	<u>Maximum Cumulative</u>
1	12*	12*
2	12	24
3	12	36
4	12	48
5	12	60
6	20	80
7	20	100
8	20	120
9	20	140
10	20	160
11	20	180
12	20	200

Sick leave shall be calculated as of July 1st each year and the appropriate number of new sick leave days shall be added to the end-of-year balance in accordance with the number of years of service.

*In the first year of service, Bargaining Unit Members employed between January 1st and June 30th, will be granted six (6) sick days leave and maximum cumulative sick leave not to exceed four (4) days. After completion of twelve (12) years of service, sick leave will be granted at the rate of not more than twenty (20) days a year to the extent necessary, within such limitations, to maintain the maximum cumulative leave of 200 days.

1. A sick leave bank of fifty (50) days will be established by the Board as of July 1, 1999 for use by Bargaining Unit Members represented by the Association. The Association will establish a committee comprised of members of the Association to administer the sick leave bank in a reasonable manner.

If the sick bank is below one-hundred (100) days on July 1st of any year of the Agreement, the Board will contribute an additional twenty-five (25) days for use by Bargaining Unit Members.

In addition to the Board's contribution, in each of the years of this Agreement, Bargaining Unit Members may contribute one (1) day from their accumulated sick leave to the sick leave bank. If any Bargaining Unit Member chooses not to contribute to the sick leave bank, he/she will not be eligible for any leave under the sick bank provision.

The President of SAES shall furnish to the Assistant Superintendent for Personnel &

Administrative Services the names of those Bargaining Unit Members who will contribute to the sick leave bank in each year of the contract.

B. There shall be no salary deduction for absences due to personal illness up to the number of sick leave days the Bargaining Unit Member has accumulated under this policy according to the following provisions:

1. For illnesses of one (1) through five (5) consecutive working days, the Bargaining Unit Member shall certify his/her own illness in writing to the school principal upon the Bargaining Unit Member's return to work. However, where the school principal has reason to believe that a Bargaining Unit Member has shown an apparent pattern of abusing the benefits of this Article, the school principal shall inform the Bargaining Unit Member that he/she believes that a pattern exists and that a statement from a physician may be required as proof of illness following the Bargaining Unit Member's next absence which falls within the pattern.

2. For illnesses of six (6) through nineteen (19) consecutive working days the Bargaining Unit Member shall, upon his/her return to school, furnish the principal with a certificate from a physician.

3. For any illnesses of twenty (20) consecutive working days, the Bargaining Unit Member shall furnish the principal with a certificate from a physician.

4. For any succeeding period of twenty (20) consecutive working days of further illness, the Bargaining Unit Member shall furnish the principal with a further physician's certificate.

ARTICLE 7: Personal Leave

A. Absence for personal purposes may be authorized by the Assistant Superintendent for Personnel & Administrative Services with pay to a maximum of six (6) days annually for the following specified reasons:

1. Death in the Immediate Family*
2. Illness/Special Event or Emergency in the Immediate Family*
3. Birth/Wedding in the Immediate Family*
4. Bargaining Unit Member's Own Wedding
5. Moving Household
6. Legal Matters: Purchase, sale or lease of Bargaining Unit Member's personal residence; Court appearance; Other legal matters.
7. Religious Holidays - Not more than two (2) of the six (6) days granted for religious holidays.
8. Other Compelling Personal Emergency - In certain instances, as determined by the Assistant Superintendent for Personnel & Administrative Services, personal absence may be approved for such purposes without a deduction in salary.
9. Death of Persons not in the Immediate Family*

*"Immediate Family" for the purpose of this article shall include: mother, father, children, spouse, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or a person with whom the Bargaining Unit Member has had an unusually close relationship.

B. Absence for death in the immediate family may be authorized by the Assistant Superintendent for Personnel & Administrative Services with pay up to a maximum of five (5) days which shall be in addition to the six (6) days set forth in Paragraph A, provided however, that not more than a maximum of eleven (11) days be authorized annually.

C. The Bargaining Unit Member shall submit to his/her building principal or appropriate administrator written application for the Assistant Superintendent for Personnel &

Administrative Service's approval of personal absence days not less than five (5) working days in advance of requested occurrence, except for emergency circumstances which in the judgment of the Assistant Superintendent for Personnel & Administrative Services necessitates a lesser prior period of application.

D. One of the days of personal absence may be without statement of reason at the discretion of the Bargaining Unit Member.

ARTICLE 8: Leave of Absence

A. A Bargaining Unit Member who has completed three consecutive years of service in Scarsdale immediately preceding a requested leave of absence may apply to the Assistant Superintendent for Personnel & Administrative Services for a leave of absence without pay or benefits for a period not to exceed twelve (12) months for reasons of health or child-care leave. The Assistant Superintendent for Personnel & Administrative Services may grant such leave at his/her sole discretion.

B. At his/her sole discretion the Assistant Superintendent for Personnel & Administrative Services, in accordance with Westchester County Civil Service Rules, may grant an extension of the leave of absence without pay for an additional period, which would result in a total leave of absence of up to twenty-four (24) months.

C. Application shall be made in writing to the Assistant Superintendent for Personnel & Administrative Services ninety (90) calendar days in advance of such requested leave of absence, where possible. Such leave may be granted upon the recommendation of the Assistant Superintendent for Personnel & Administrative Services. In the event ninety (90) calendar days advance application for such leave is not practicable, a Bargaining Unit Member shall give as much advance notice as possible but not less than thirty (30) calendar days. Leaves of absence may be granted on less than thirty (30) calendar days notice at the sole discretion of the Assistant Superintendent for Personnel & Administrative Services.

D. Bargaining Unit Members must declare their intention in writing to the Assistant Superintendent for Personnel & Administrative Services at least ninety (90) calendar days before the expiration of their leave of absence whether they intend to return to active service in the District. The positions of Bargaining Unit Members failing to declare their intention in writing to the Assistant Superintendent for Personnel & Administrative Services ninety (90) calendar days prior to the expiration of this leave shall be deemed abandoned.

E. Bargaining Unit Members on leaves of absence without pay will not accrue any salary increment or sick leave days and the Board of Education will not pay any premiums for health, dental, life insurance coverage or other fringe benefits. However, any seniority rights and sick leave days accrued as of the date of such leave of absence will be preserved.

F. A Bargaining Unit Member planning to adopt a child shall notify the Assistant Superintendent for Personnel & Administrative Services at least one (1) month prior to the anticipated adoption except where the immediacy of the situation demands a shorter period of notification. That person may request a leave with pay not to exceed ten (10) days. If procedures associated with the adoption take longer, the period may be extended at the discretion of the Assistant Superintendent for Personnel & Administrative Services.

G. Leaves for the purpose of this Article, shall be eleven (11) consecutive workdays or more in duration. A request for absence without pay for periods of ten (10) school days or less shall be made pursuant to Board Policy 9223, adopted 11/21/94.

H. This provision may be varied if required by the Family and Medical Leave Act, provided, however, that any greater benefits provided by the terms of this Agreement shall in no way be diminished.

ARTICLE 9: Health Insurance Plan

A. 1. The Board shall pay the full cost of the District's health insurance plan for the individual Bargaining Unit Member and his/her dependents and for Bargaining Unit Members who have retired or who will retire, and their dependents, under the Scarsdale Self-Insured Health Insurance Plan. The Plan, a summary, which is attached hereto and made a part hereof, shall be incorporated into and made part of the Agreement between the parties. Effective January 1, 2004, such Plan shall be amended to reflect any changes then in effect or subsequently agreed to between the District and the Scarsdale Teachers Association including but not limited to the substantive level of benefits as well as Bargaining Unit Member contribution level.

2. Effective with employees commencing employment on or after July 1, 2007, a Bargaining Unit Member's spouse (domestic partner) who is eligible for health insurance coverage at his/her place of employment where the employer pays 80% or more of the cost of health insurance will not be eligible for full coverage under the Scarsdale Plan. The Plan will continue coordination of benefits for any such spouse (domestic partner). Such spouse (domestic partner) may participate in the Plan by paying an amount equal to the premium equivalent at the individual rate. If the Bargaining Unit Member has dependents on the District plan, then they must also be enrolled in the spouse's plan for the purpose of coordination of benefits. Each Bargaining Unit Member with family coverage affected by this provision will be required to complete an enrollment form specifying the spouse's (domestic partner's) employer and coverage availability. Such certification shall require that the Bargaining Unit Member must notify the District if the spouse (domestic partner) changes employers or employment status including access to health insurance and/or the employer's contribution rate) and must provide a new certification.

B. To be eligible for health insurance at District cost into retirement with the State Retirement System, a member of the bargaining unit must have served at least ten (10) years with the district. Bargaining Unit Members who commence employment on or after July 1, 2007 shall be eligible for health insurance in retirement after twelve (12) years in Scarsdale.

C. Part-time employees who work less than 17.5 hours are not eligible for any health insurance, life insurance or any provisions under the Benefit Trust.

Part-time employees who work 17.5 hours or more, but less than full-time shall be eligible for health insurance with the district.

ARTICLE 10: Benefit Trust

A. Effective July 1, 2007 through June 30, 2008, the Board will contribute to the Scarsdale Teachers Association Benefit Trust Fund \$1,593 per Bargaining Unit Member for purposes of providing dental and/or other types of insurance benefits. Effective July 1, 2008 through June 30, 2009, the Board will contribute the sum of \$1,593 for each Bargaining Unit Member. Effective July 1, 2009 through June 30, 2010, the Board contribution shall be \$1,647 for each Bargaining Unit Member. During the years 2010-11 and 2011-12 the Board

contribution shall be increased by the same percentage as the salary schedule. Contributions will be made for Bargaining Unit Members employed by the Board on a half-time or greater basis. In each year of this agreement said contribution will be made by the Board in two equal payments, one such payment to be made by October 1st and the second payment to be made by January 1st.

B. By October 1st of each of the years of this Agreement, the Board shall provide the sum of one-thousand dollars (\$1,000) to be used as an insurance fund for personal property loss or damage suffered by Bargaining Unit Members. This fund shall be administered under and pursuant to the agreement and declaration of trust and the collateral agreement described in paragraph A of this Article.

ARTICLE 11: Life Insurance

The Board will provide for each active Bargaining Unit Member fifty thousand dollars (\$50,000) term group life insurance policy for each of the years of this Agreement.

ARTICLE 12: Medical Examination

The Board will pay for medical examinations required by the Board according to the following schedule:

- a. Medical examinations performed by a school physician will be paid in full.
- b. The cost of medical examinations, including x-rays performed by the Bargaining Unit Member's personal physician, will be reimbursed up to a maximum of one-hundred dollars (\$100.00) for each member of the unit not reimbursed therefore by the individual's health insurance plan.
- c. Medical reports required for new Bargaining Unit Members by the District will be maintained as confidential information in the Bargaining Unit Member's personnel folder.

ARTICLE 13: Evaluation

Each permanent Bargaining Unit Member shall receive an annual evaluation by their immediate supervisor to be completed by June 1st of each year the Bargaining Unit Member is employed by the District.

In the event that a member of the bargaining unit receives an unsatisfactory evaluation, he/she shall meet with the Supervisor to review his/her performance. A plan for improvement shall be developed. The Supervisor and the member of the bargaining unit will meet quarterly to assess progress. If the Supervisor of the member finds there is not sufficient improvement at the completion of the first year, and the member of the bargaining unit is rated unsatisfactory by the end of the second year, he/she will remain at his/her then current salary until such time as the Supervisor and the Assistant Superintendent for Personnel & Administrative Services agree that the Bargaining Unit Member's performance is satisfactory. A member of the bargaining unit who is rated unsatisfactory and who is at the top of the salary schedule will not be entitled to longevity payment until there is a demonstrated record of improvement and a satisfactory rating on the evaluation. Should the member receive an overall satisfactory evaluation the member's salary will be placed on the salary step the member would have occupied if his/her progress had not been frozen. Further, the member will receive the difference between the frozen salary and frozen longevity payment received during the year(s) of the freeze. This amount will be paid no later than November 1st of the school year following the overall year-end satisfactory evaluation. Nothing contained in this

provision shall limit the District's right to discipline a Bargaining Unit Member under any applicable procedure.

ARTICLE 14: Association Rights

A. Attendance at Association Conference - The Board will grant three (3) leave days during each fiscal year of this Agreement with full pay for each of three employees who are appointed representatives of the Association to attend Association conferences.

B. Association Business - In addition to the days provided in A above, the Board will grant three (3) days per year with pay to two officers of the Association for the purpose of conducting Association business. Such leave shall not exceed four days total for two officers per year and shall be without loss of pay or charge to sick/personal leave. The President of the Association shall notify the Superintendent or his designees in writing at least three days prior to the time such days will be used and of the person(s) who will be using such days.

C. Attendance at Court, PERB or Arbitration Hearings - The Board will permit members of the bargaining unit time off with pay to attend a court, PERB or arbitration hearing provided such hearing is related to negotiations or the administration of this Agreement with the consent of the Superintendent which consent shall not be unreasonably withheld.

D. Dues Deduction - The Business Office of the Scarsdale Schools shall collect dues of members of the Association, on behalf of the Association, by a system of authorized dues deductions. Members of the unit as defined in Article 1 hereof, shall sign and file dues deduction cards for this purpose with the Business Office, and thereafter dues deduction cards will remain effective until withdrawn by the employee or until the employee's service in the Scarsdale Union Free School District terminates. On or before June 30th of each year, the President of the Association shall inform the Assistant Superintendent for Business & Facilities, in writing, of the exact amount of dues to be collected. Deductions reported by June 30th will be made in twenty (20) equal installments, beginning with the first pay. Every member of the bargaining unit who is not a member of the Association, shall within thirty (30) days after the initial date of employment pay to the Association an agency shop fee. Such fee shall be equivalent to the membership dues of the Association minus that portion of the dues allocated to political and social activities.

E. The Board agrees that the SAES may hold Association Meetings four (4) times per year. Release time at 3:30 p.m. for two (2) meetings and 12:30 p.m. for two (2) collaboratively planned professional development days to occur on the half-day Superintendent's conference days without loss of pay but with notification and approval from the Assistant Superintendent for Personnel & Administrative Services.

F. The Association, its officers and/or members shall and hereby do indemnify and hold the Board of Education, it's directors, officers, employees and/or agents harmless with regard to any monies withheld from members of the bargaining unit pursuant to this provision and transmitted as directed by the Association. Such indemnification shall cover, but not be limited to, any challenge made by a member with regard to monies deducted hereunder and any attorneys' fees incurred by the District.

ARTICLE 15: Personnel Files

A. Bargaining Unit Members shall have the right to inspect the contents of their District personnel file in the Assistant Superintendent for Personnel & Administrative Services' office within the usual business hours as hereinafter provided.

B. Items permitted to be inspected in the file shall be all entries except items pertaining to recruitment or hiring. The file shall be maintained in a manner to protect items pertaining to recruitment and hiring.

C. The right of inspection means that a Bargaining Unit Member, upon reasonable notice, may inspect such permitted items in his/her file in the presence of the Assistant Superintendent for Personnel & Administrative Services or his/her designee. The Bargaining Unit Member may not remove any items from the file but the Board shall provide upon reasonable notice a copy of any permitted item upon the request of the Bargaining Unit Member.

D. Letters or memoranda which relate to his/her professional performance shall not be placed in the Bargaining Unit Member's file until the Bargaining Unit Member has been offered in writing an opportunity to review the material. All such letter or memoranda must be signed by the author and initialed by the administrator requesting the material to be placed in the file. The Bargaining Unit Member shall within five (5) school days after such offer review the material and acknowledge that he/she has read such material by affixing his/her signature on the actual document to be filed. After this five-day (5) period the material will be filed whether or not it has been signed by the Bargaining Unit Member. The signature will not indicate agreement with the contents. The Bargaining Unit Member may after reviewing the material prepare his/her clarification, interpretation or comment of any permitted item included in his/her file and it will be attached thereto.

ARTICLE 16: Retirement Provisions

New York State Employees Retirement System – Bargaining Unit Members employed prior to July 1, 1976 shall participate in the Scarsdale Retirement Plan under the New York State Employees Retirement System, which plan consists of the following:

- Section 75I New Career Plan
- Section 41J Unused Sick Leave
- Section 60B Death Benefits

Bargaining Unit Members employed after July 1, 1976 shall participate in the CO-ESC Plan.

ARTICLE 17: Collective Negotiations

A. The Board and the Association agree to negotiate in good faith and each party will agree to exchange proposals by March 15, 2012.

B. During negotiations the Board shall, within reason, make available information in its possession which is directly pertinent to a topic under negotiation.

ARTICLE 18: Copies of Agreement

The Board will furnish copies of this Agreement to the Association to be distributed by the Association to all present Bargaining Unit Members and those hired during the life of this Agreement. The Board will furnish a copy of the collective bargaining agreement by electronic means to the President of the Association.

ARTICLE 19: Notices

A. Notice of New Bargaining Unit Members: The President of the Association will be notified of all newly employed Civil Service Bargaining Unit Members.

B. Notice of Bargaining Unit Openings: The Board shall inform, in writing, the President of the Association of all openings for positions and vacancies within the bargaining unit. Copies of such notice will be forwarded to each school for posting.

ARTICLE 20: Grievance and Arbitration Procedure

Section 1: Any dispute arising concerning the interpretation of the express terms of this

Agreement shall be the subject of a grievance and shall be processed in accordance with the following procedure, except that the term "grievance" shall not apply to the classification of jobs or to any matter as to which (i) a method of review is prescribed by law or any rule or regulation having the force and effect of law, or (ii) the Board is without authority to act.

Section 2: When a dispute arises, the Bargaining Unit Member involved will meet informally with the person designated below within a fifteen (15) work day period in which to bring his/her grievance to this informal stage to resolve the issue before instituting a grievance under Section 3 of this procedure:

a. Bargaining Unit Members employed in an elementary, middle, or senior high school building will meet with the appropriate school principal.

b. Bargaining Unit Members employed as part of the central office staff will meet with the Assistant Superintendent for Business & Facilities.

Section 3: A grievance of a Bargaining Unit Member shall be presented in writing by the employee concerned to the Assistant Superintendent for Personnel & Administrative Services within fifteen (15) working days after the informal meeting. Failure to present a written grievance within the time limit provided in this section shall constitute a waiver thereof. The Assistant Superintendent for Personnel & Administrative Services shall have fifteen (15) work days to respond to grievance.

Section 4: In the event such grievance is not resolved the Association may appeal in writing to the Superintendent of Schools or his designee within fifteen (15) work days of the receipt of the decision of the Assistant Superintendent for Personnel & Administrative Services or the absence thereof. The Superintendent or his designee shall have fifteen (15) work days to respond to such grievance.

Section 5: In the event such grievance is not resolved the Association may appeal in writing to the Board of Education within fifteen (15) work days of the receipt of the decision of Superintendent or the absence thereof. The Board of Education shall have fifteen (15) work days to respond to such grievance.

Section 6: If the Association fails to proceed within any of the stated time periods provided for in this procedure, then the grievance shall be considered withdrawn.

Section 7: In the event that such grievance is not disposed of under Section 5, the Board or the representative of the Association, not later than fifteen (15) work days after receipt of the Board of Education decision or absence thereof, shall have the right to submit the issue to arbitration before an impartial arbitrator in accordance with Voluntary Rules of the American Arbitration Association.

The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provision of this Agreement submitted. The arbitrator shall limit his decision strictly to the interpretation of the express provisions of this Agreement submitted to him and he shall be without power or authority to modify, amend, add to or subtract from any of the provisions of this Agreement or to issue any decision or award limiting or interfering with the discretion of the Board and any of its representatives under this Agreement. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator's fee and the costs and expenses of the arbitration proceeding will be shared equally by the parties to the dispute.

Section 8: A Bargaining Unit Member may be represented at all stages of the grievance procedure (including the informal meeting stage) by an Association representative.

ARTICLE 21: No Strike Affirmation

The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE 22: Management Rights

The Association recognizes that the management of the School District, the control of its properties and maintenance of order and efficiency, are solely the responsibility of the Board. The Association further recognizes that the Board, among other things, shall have the right from time to time to make such rules and regulations as it deems necessary and proper for the conduct of employees, provided such rules and regulations shall not be inconsistent with the express provisions of this Agreement.

ARTICLE 23: Applicable Law

A. This Agreement, and all of the rights and obligations defined herein and hereunder, is reached between the parties under the pursuant to Article 14 of the Civil Service Law of the State of New York (Public Employees' Fair Employment Act).

B. The rights accompanying the recognition of the Association under the provisions of Civil Service Law, Section 208 shall extend until seven (7) months prior to June 30, 2012.

ARTICLE 24: Statutory Provision

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.

ARTICLE 25: Severability

If any legislation or court decision renders any portion of this Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be deemed severed from the Agreement, and the remaining provisions shall continue in full force and effect.

ARTICLE 26: Term of Agreement

A. The provisions of this Agreement shall become effective July 1, 2007 and shall remain in full force and effect through June 30, 2012.

B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they therefore further agree that negotiations will not be reopened at any time, whether contained herein or not, during the life of this Agreement.

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SAES Contract 2007-2012

In witness thereof, the parties hereto have caused these presence to be signed in their names and on their behalf by their respective representatives thereunto duly authorized, the day and year first above written.

BOARD OF EDUCATION OF
SCARSDALE UNION FREE SCHOOL DISTRICT
SCARSDALE, NEW YORK

BY *Linda Hill near Chayes*
President

BY *Joan Weber*
Chief Negotiator, Asst. Supt. for Personnel
& Administrative Services

SCARSDALE ASSOCIATION OF EDUCATIONAL
SECRETARIES

BY *James D. Santo* 1/6/09
President

BY *Mila Tancredi* 1/6/09
Chairperson of Negotiating Committee

EXHIBIT A

**SAES Salary Schedule
2007-08 (3% increase)**

<u>Step</u>	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>
1	\$36,958	\$39,552	\$42,119	\$44,705	\$47,275
2	\$38,685	\$41,254	\$43,853	\$46,422	\$48,991
3	\$40,395	\$42,990	\$45,563	\$48,142	\$50,719
4	\$42,119	\$44,665	\$47,283	\$49,862	\$52,437
5	\$43,851	\$46,422	\$48,999	\$51,580	\$54,172
6	\$47,090	\$49,627	\$52,154	\$54,718	\$57,235
<u>Year (At Step 6 including Longevity)</u>					
9	\$48,340	\$50,877	\$53,404	\$55,968	\$58,485
13	\$48,590	\$51,127	\$53,654	\$56,218	\$58,735
16	\$49,140	\$51,677	\$54,204	\$56,768	\$59,285
21	\$50,290	\$52,827	\$55,354	\$57,918	\$60,435
26	\$50,790	\$53,327	\$55,854	\$58,418	\$60,935

Longevity Steps during the 2007-08 School Year:

After eight (8) years of consecutive service in Scarsdale, a longevity increment of \$1,250 shall be added to the base salary.
 After twelve (12) years of consecutive service in Scarsdale, a longevity increment of \$1,500 shall be added to the base salary.
 After fifteen (15) years of consecutive service in Scarsdale, a longevity increment of \$2,050 shall be added to the base salary.
 After twenty (20) years of consecutive service in Scarsdale, a longevity increment of \$3,200 shall be added to the base salary.
 After twenty-five (25) years of consecutive service in Scarsdale, a longevity increment of \$3,700 shall be added to the base salary.

Class A	Telephone Operator; Clerk, Census Taker
Class B	Typist; Audio-Visual Assistant; Attendance Clerk, Office Assistant (Automated Systems)
Class C	Senior Typist; Purchasing Clerk; Account Clerk; Intermediate Audit Clerk-Typist, Secretary (School District) Senior Office Assistant (Automated Systems)
Class D	Senior Account Clerk, Senior High School Account Clerk-Stipend \$3,000
Class E	Principal Typist, Secretary to School Principal, Bookkeeper, Secretary to School Administrator

The secretarial salaries are subject to the following provisions: During the fiscal year of employment, employees who begin service between July 1st and December 31st will be credited with a full year of service as of the following June 30th for the purpose of determining their eligibility for longevity increments; employees who begin service between January 1st and June 30th will not receive any credit for such service as of June 30th with respect to determining their eligibility for longevity increment.

**Secretarial Salary Schedule
2008-09 (3.5% increase)**

<u>Step</u>	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>
1	\$38,252	\$40,936	\$43,593	\$46,270	\$48,930
2	\$40,039	\$42,698	\$45,388	\$48,047	\$50,706
3	\$41,809	\$44,495	\$47,158	\$49,827	\$52,494
4	\$43,593	\$46,228	\$48,938	\$51,607	\$54,272
5	\$45,386	\$48,047	\$50,714	\$53,385	\$56,068
6	\$48,738	\$51,364	\$53,979	\$56,633	\$59,238
<u>Year (At Step 6 including Longevity)</u>					
9	\$49,988	\$52,614	\$55,229	\$57,883	\$60,488
13	\$50,238	\$52,864	\$55,479	\$58,133	\$60,738
16	\$50,788	\$53,414	\$56,029	\$58,683	\$61,288
21	\$51,938	\$54,564	\$57,179	\$59,833	\$62,438
26	\$52,438	\$55,064	\$57,679	\$60,333	\$62,938

Longevity Steps during the 2008-09 School Year:

After eight (8) years of consecutive service in Scarsdale, a longevity increment of \$1,250 shall be added to the base salary.
 After twelve (12) years of consecutive service in Scarsdale, a longevity increment of \$1,500 shall be added to the base salary.
 After fifteen (15) years of consecutive service in Scarsdale, a longevity increment of \$2,050 shall be added to the base salary.
 After twenty (20) years of consecutive service in Scarsdale, a longevity increment of \$3,200 shall be added to the base salary.
 After twenty-five (25) years of consecutive service in Scarsdale, a longevity increment of \$3,700 shall be added to the base salary.

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Class E	Principal Typist, Secretary to School Principal, Bookkeeper, Secretary to School Administrator

The secretarial salaries are subject to the following provisions: During the fiscal year of employment, employees who begin service between July 1st and December 31st will be credited with a full year of service as of the following June 30th for the purpose of determining their eligibility for longevity increments; employees who begin service between Jan. 1st and June 30th will not receive any credit for such service as of June 30th with respect to determining their eligibility for longevity increment.

EXHIBIT A

**Secretarial Salary Schedule
2009-10 (3.5% increase)**

<u>Step</u>	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>
1	\$39,591	\$42,369	\$45,119	\$47,889	\$50,643
2	\$41,440	\$44,192	\$46,977	\$49,729	\$52,481
3	\$43,272	\$46,052	\$48,809	\$51,571	\$54,331
4	\$45,119	\$47,846	\$50,651	\$53,413	\$56,172
5	\$46,975	\$49,729	\$52,489	\$55,253	\$58,030
6	\$50,444	\$53,162	\$55,868	\$58,615	\$61,311
<u>Year (At Step 6 including Longevity)</u>					
9	\$51,694	\$54,412	\$57,118	\$59,865	\$62,561
13	\$51,944	\$54,662	\$57,368	\$60,115	\$62,811
16	\$52,494	\$55,212	\$57,918	\$60,665	\$63,361
21	\$53,644	\$56,362	\$59,068	\$61,815	\$64,511
26	\$54,144	\$56,862	\$59,568	\$62,315	\$65,011

Longevity Steps during the 2009-10 School Year:

After eight (8) years of consecutive service in Scarsdale, a longevity increment of \$1,250 shall be added to the base salary.
 After twelve (12) years of consecutive service in Scarsdale, a longevity increment of \$1,500 shall be added to the base salary.
 After fifteen (15) years of consecutive service in Scarsdale, a longevity increment of \$2,050 shall be added to the base salary.
 After twenty (20) years of consecutive service in Scarsdale, a longevity increment of \$3,200 shall be added to the base salary.
 After twenty-five (25) years of consecutive service in Scarsdale, a longevity increment of \$3,700 shall be added to the base salary.

- Class A Telephone Operator; Clerk, Census Taker
- Class B Typist; Audio-Visual Assistant; Attendance Clerk, Office Assistant (Automated Systems)
- Class C Senior Typist; Purchasing Clerk; Account Clerk; Intermediate Audit Clerk-Typist, Secretary (School District) Senior Office Assistant (Automated Systems)
- Class D Senior Account Clerk, Senior High School Account Clerk-Stipend \$3,000
- Class E Principal Typist, Secretary to School Principal, Bookkeeper, Secretary to School Administrator

The secretarial salaries are subject to the following provisions: During the fiscal year of employment, employees who begin service between July 1st and December 31st will be credited with a full year of service as of the following June 30th for the purpose of determining their eligibility for longevity increments; employees who begin service between Jan. 1st and June 30th will not receive any credit for such service as of June 30th with respect to determining their eligibility for longevity increment.

