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AGREEMENT

BETWEEN

THE LAWRENCE UNION FREE SCHOOL DISTRICT

AND

THE EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1997 - June 30, 2000

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**AGREEMENT BETWEEN
THE LAWRENCE UNION FREE SCHOOL DISTRICT AND
THE EDUCATIONAL SECRETARIES ASSOCIATION**

July 1, 1997- June 30, 2000

ARTICLE I

A. RECOGNITION

The Board of Education of the Lawrence Union Free School District (hereinafter, "Board", or "Board of Education" or "Lawrence Public Schools" or "District") recognizes the Educational Secretaries Association (hereinafter, "Association" or "Unit") as the official and exclusive representative for all employees in the Operations Negotiating Unit for the purposes of collective negotiations and administration of grievances which may arise from this Agreement. The Operations Negotiating Unit shall include all full and part-time employees of the secretarial/clerical staff who work four (4) or more hours per day on a regular basis, ten (10) or more months per year. Such secretarial/clerical staff shall include the following Civil Service classifications of employees: Typist-Clerk, Senior Typist-Clerk, Telephone Operator, Stenographer, Senior Stenographer, Principal's Secretary, Assistant Buyer, Account Clerk, Senior Account Clerk, Principal Account Clerk and Administrative Assistant. Such recognition by the Board of Education shall extend for the maximum period permitted by law. No member of the negotiating unit which is described herein shall receive less compensation and salary for the same duties heretofore performed by reason of any term or provision of this Agreement.

B. PROCEDURES FOR NEGOTIATIONS

1. **NEGOTIATING TEAMS** - The Board's designated representative, under the direction of the Superintendent, or a person or person designated by him/her, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. **OPENING NEGOTIATIONS** - Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given school year, such request shall be made on or before January 15th. All issues proposed for discussion shall be submitted in writing by the Association to the Board, or its designated representatives, and by the Board or its designated representatives to the Association at the first meeting. The second meeting and all necessary meetings shall be called at times and in a place mutually agreed upon by the parties.

3. **NEGOTIATION PROCEDURES** - Designated representatives of the Board shall meet at such mutually agreed upon places and times with the representatives of the Association for the purpose of exchanging facts, opinions, proposals and counterproposals in an effort to reach

mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in Paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

4. **EXCHANGE OF INFORMATION** - Both parties and/or the Superintendent or his/her representative shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

5. **CONSULTANTS** - The parties may utilize consultants to appear at negotiations sessions. Such appearances, however, are to be limited to the subject and/or area under discussion at that time.

6. **COMMITTEE REPORTS** - The parties agree that during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall be kept confidential and shall not be released to anyone unless such an issuance has the prior approval of both parties.

7. **REACHING AGREEMENT** - When a total agreement is reached by the negotiating teams, such agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and Board of Education for ratification.

8. **DISTRIBUTION OF AGREEMENT** - A complete copy of the signed agreement between the Superintendent of Schools and the Educational Secretaries Association for each member of the said Association is to be given to the President of the Educational Secretaries Association for distribution to the members within thirty (30) working days after the Agreement is signed. Distribution to Association members shall precede by twenty-four (24) hours distribution to any members of another unit.

ARTICLE II - SALARIES AND OTHER COMPENSATION

A. The Salary Schedules for 1997-98, 1998-99 and 1999-2000 are attached as Appendices A,B, and C.

- (1) The salary schedule for ██████████ 1997-98 is reflected in Appendix A and includes a 2.5% increase over the 1996-97 salary schedule. As of July 1, 1997, all eligible unit members advanced one step on the 1997-98 schedule.
- (2) The salary schedule for 1998-99 is reflected in Appendix B and includes an additional 2.5% increase over the 1996-97 schedule. Effective July 1, 1998, all eligible unit members will advance one step on the 1998-99 schedule.

- (3) The salary schedule for 1999-2000 is reflected in Appendix C and includes an additional 2.75% increase over the 1998-99 schedule. Effective July 1, 1999, all eligible unit members will advance one step on the 1999-2000 schedule.
- B. Salary payments will be made at half-month intervals in accordance with the schedule of salary payments established by the Business Office. A copy of this schedule will be distributed to all employees of the unit at the beginning of each school year. When technically feasible, a direct deposit option shall be made on a voluntary basis.
- C. Members of the unit who are required to work more than thirty-five hours in any one week will be paid at an overtime rate equal to one and one-half times his/her regular hourly rate. Any work by a member of the unit beyond the basic thirty-five hours per week must have the prior approval of the immediate supervisor.
1. The above shall also apply if a member is requested to work during a school recess or school holiday, unless it is part of his/her regular work year.
 2. The above shall also apply if a member is requested to work on a day that pupils in that building are excused from attendance due to inclement weather.
- D. Each Association member shall advance one step on the salary schedule each year even if making a transfer from one category to another, provided that if such transfer produces an increase of \$2,500.00 or more, then the unit member shall be placed on that step that produces an increase closest to, but not exceeding \$2,500.00.
- E. A full range plan of Section 125 of the IRS Code shall be made available on a voluntary basis.
- F. For the 1997-2000 Contract, members will be eligible for increment payments on July 1 of 1997, 1998 and 1999. Upon expiration of this contract, if a successor agreement has not been reached, step increases under this contract shall continue to be made on July 1 of each succeeding year during any contract hiatus.
- G. Notwithstanding the terms of paragraph C. hereof, during the period of this Contract, unit members required to work as a chaperone after the conclusion of the normal work day shall be paid in accordance with Appendix C Extra Compensation Schedule III. Supervision of Athletic Contests & Fee Charging or Fund Raising Student Activities as contained in the Agreement between the Lawrence Board of Education and the Lawrence Teachers' Association covering the period July 1, 1995 through June 30, 1999, as hereafter amended and as may thereafter be modified for any succeeding periods.

ARTICLE III - DUES DEDUCTIONS

1. The Lawrence Public Schools agree to deduct dues from the salaries of unit employees for the ESA as said employees individually and voluntarily authorize the district to deduct and to transmit the monies promptly to the ESA. Employee authorization shall be in writing on a form provided by the district.
2. The ESA shall certify to the district in writing the current rates of any dues to be deducted. The district shall be given thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.
3. Deductions referred to in Section A-1 above shall be made in the following manner:

No later than August 1, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who voluntarily authorized the district to deduct dues.

No later than October 1, the Association shall provide the District with a supplemental list and the original signed dues authorization cards of those additional employees who voluntarily authorized the District to deduct dues.

The total annual membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following the respective dates of August 1 and October 1.

4. The District shall transmit all dues collected to the ESA monthly. The total annual membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following the respective dates of August 1 and October 1.
5. The District shall transmit all dues collected to the ESA monthly.

B. AGENCY FEE

1. The Lawrence Public Schools agree to deduct any agency fee from the salaries of non-member unit employees for the ESA, and to transmit such monies to the ESA.

2. Deductions referred to in section B-1 above shall be made in the following manner: no later than October 1, the Association shall forward to the District a list of non-member unit employees for whom an agency fee is to be deducted. An agency fee in the amount equivalent to the membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following October 1.
3. The District shall transmit all agency fees collected to the ESA monthly.

ARTICLE IV - RESPONSIBILITIES AND DUTIES OF EMPLOYEES

- A. Employees will give their immediate supervisor, or a person designated by the Central Office, as much advance notice as possible in the event that they must be absent from work or will be reporting in late.
- B. All employees will record their attendance by a sign-in sheet.
- C. For protection of the individual, the Association, the students and community in the operation of these regulations, and in accordance with the recommendations of the State Department of Education, all employees will be expected to comply with the State guidelines covering physical examinations which are as follows:
 1. Each employee shall receive a complete physical examination, including a tine test, and submit the results of such examination to the Superintendent of Schools on a form provided by the school prior to the first day of employment.
 2. Each employee may be required to receive a tine test every two years and submit the results to the Superintendent of Schools.
 3. In the event that an employee does not desire to have the physical examination referred to in C-1 above, performed by his/her family physician, the examination will be performed by a school physician at District expense.
 4. In accordance with State Education Law, and notwithstanding the above, the Superintendent may require an examination of an employee by an independent physician.

ARTICLE V - EMPLOYEE ABSENCE WITHOUT LOSS OF PAY

- A. Types of approved absences without loss of pay and limitations for such absences:

1. Each member of the unit classified as a 10-month employee shall be entitled, during each year of active service in the District, to thirteen (13) days absence with full salary for the purpose of meeting personal illness or obligations, including leave provided in Section A.6. These thirteen (13) days per year shall be accumulated, if not used, up to a maximum of 180 days. For retirement purposes only, unit members may accumulate up to a maximum of 265 days.
2. Each member of the unit classified as a 12-month employee shall be entitled, during each year of active service in the District, to fifteen (15) days absence with full salary for the purpose of meeting personal illness or obligations, including leave provided in Section A.6. These fifteen (15) days per year shall be accumulated, if not used, up to a maximum of 200 days. For retirement purposes only, unit members may accumulate up to a maximum of 265 days.
3. Two (2) representatives of the Association may be entitled to three (3) days off without loss of salary or personal days in order to attend the New York State Educational Secretaries annual conference, with expenses to be reimbursed in accordance with District policy.
4. The days accumulated pursuant to Section A.1 and 2 may be used for the following purposes within the limitations and regulations stated:
 - a. For personal illness -- up to the total number of accumulated days as needed.
 - b.. During any one school year, a member of the unit may use up to a maximum of twelve (12) days of his/her accumulated sick leave for serious illness or death in his/her immediate family. The immediate family is hereby defined as sibling, child, spouse, parent or parent-in-law. In the event of serious illness or death of other members of the family, the employee shall be granted a maximum of three (3) days absence for each such occurrence.
 - c. Days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day -- up to three (3) days per year.
 - d. Days for the observance of religious holidays listed by the Commissioner of Education as days of religious observance for pupils -- as required by an individual's religious persuasion.

5. Regulations governing the various leaves provided for in Section A:
 - a. An employee must file a request with the building principal or immediate supervisor on a form provided by the principal's office of the immediate supervisor at least two (2) days in advance for all personal leaves, except in an emergency.
 - b. An employee must notify the principal or immediate supervisor of his/her school, in writing, at the beginning of the school year of all the religious holidays he/she plans to observe during that school year.
 - c. All days of absence not covered in these regulations will result in a salary deduction at the following rates:
 - (1) 10-month employees - 1/200 of annual salary for each such day of unexcused absence.
 - (2) 12-month employee - 1/240 of annual salary for each such day of unexcused absence.
 - d. When an employee is absent for illness for more than ten (10) consecutive days, or if there is a recurring illness, then the Board of Education may require an examination by an independent physician at the expense of the School District in order to determine the nature of the illness and ability of the employee to perform his/her duties.
6. An employee requesting a personal leave day shall do so on the form provided by the building principal or his/her immediate supervisor.
 - a. Days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day - to three (3) days per school year.
 - b. Days of a "personal nature" are for personal business and for personal obligations such as:
 - (1) Legal matters including house closings, income tax hearings, adoption proceedings, court appearances, probating wills and the like.
 - (2) Ceremonies such as family weddings, graduations and religious exercises.

- (3) Moving.
- (4) Emergency family accidents, doctor or hospital visits.
- (5) Funerals of relatives other than immediate family.

Days of a personal nature may not be used for purposes of political involvement, for community affairs, for social causes or the like.

- c. For any personal leave, a request must be filed with the building principal or the immediate supervisor at least two (2) days in advance on a form provided by the District.
- d. In filing the District request form for personal leave, the ESA member is required to state reasons only under the following circumstances:
 - (1) When personal leave is requested for a day or days immediately preceding or following school holidays or vacations involving fewer than four (4) calendar days. When reasons are required, approval will be granted if the purpose of the personal leave is consistent with the reasons set forth above.
 - (2) When personal leave is requested for a day or days during the three-day period preceding or following school holidays or vacations involving four (4) or more calendar days or the summer vacation. In such cases, principals or the immediate supervisor may not approve any request for personal leave. All such requests shall be reviewed by the ESA member's immediate supervisor and the Superintendent, with approval granted only at the discretion of the Superintendent of Schools.
- e. The District shall also require members to state reasons for personal leaves of absence when there is factual support or strong evidence that the leave is not being used for personal business and personal obligations as defined above.

7. Additional Protection

In case of a permanent member of the unit using all accumulated days of sick leave and still being out with long term illness or disability, the member shall be entitled to receive the difference between his/her regular pay and the

equivalent substitute pay up to a cumulative total of 90 days during the life of this agreement. To be eligible for this protection the member will be required to submit evidence of long-term illness or disability from his/her physician.

B. ATTENDANCE BONUS

Any full-time 12-month unit member who has no absences due to illness, family illness or personal obligations for an entire work year shall be paid a bonus of \$500.00 at the end of the year. Any such unit member who has only one such absence shall be paid a bonus of \$350.00 and any such unit member who has only two such absences shall be paid a bonus of \$300.00. Bonuses for full-time 10-month unit members shall be paid on these same terms, provided, however, that the amounts shall be \$250.00, \$175.00, and \$150.00 respectively. For purposes of this paragraph B. authorized absences due to a death in the "immediate family" of an employee, as the term, "immediate family" is defined in this Article V, paragraph A.4.b. shall not be regarded as an absence.

C. JURY DUTY

An employee who serves as a juror will receive full salary during the period of actual jury service. Employees shall request "on-call" jury service where applicable. Days of such absence are not to be counted against sick leave or personal days.

D. PAID HOLIDAYS

Members of the Association are entitled to all holidays and school recesses approved by the Board of Education from the day students report for school in September until the last day students are in school.

E. DISTRICT CONFERENCE DAYS

If a District Teacher's Conference Day is held during the school year, this day will be a regular working day of six hours duration. A conference program for unit members may be arranged for that part of the day when they are not required to assist the administration or teachers participating in the conference. The program for that day will be one that is determined in advance to be worthwhile by both the Superintendent of Schools and the ESA.

ARTICLE VI - EMPLOYEE LEAVE OF ABSENCE WITHOUT PAY

A. GENERAL LEAVE

1. Any member of the unit may make a written request for a leave of absence without pay and without loss of the same position, step, classification or vacation for a period of up to six (6) months. Such leaves will be considered

where there are special personal situations which fully involve the unit member in nature or where special conditions or opportunities require specific time arrangements by the unit member. Where it is to the benefit of the person involved and the District to arrange such a leave, the Superintendent of Schools will submit the request to the Board of Education recommending approval.

2. Upon at least forty-five (45) calendar days written notice prior to the end of such leave, the leave may be extended to a combined total of 364 days, upon the approval of the Board of Education. Not later than thirty (30) days prior to the expiration date of a leave of absence, the unit member shall submit a letter to the Superintendent or his designee indicating his/her intention to return or announcing his/her resignation. If the leave extends beyond a six (6) month period, the employee will not be entitled to advancement in step or guarantee of returning to the same position, but will not lose Civil Service classification.
3. All requests for leaves of absence without pay shall be submitted to the Superintendent or his designee not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. Any individual on leave is not entitled to retirement credit, nor is he/she eligible for coverage under the District's insurance benefit program, except for health insurance, which he/she may continue by paying the full premium.

B. CHILD CARE LEAVE

As an alternative to use of sick leave, upon written request submitted at least ninety (90) days before such leave would commence, unit members will be granted a leave of absence, without pay, not to exceed twelve (12) months duration, for the care of a newly-born infant or adopted child. The time on leave shall not apply to any longevity career increment calculations, nor shall the unit member be entitled to retirement credit during the time on leave. Such leave shall be without pay or other employee benefits, except that a unit member may, at their own cost and expense, continue as enrolled member of the District's health insurance plan. If a unit member desires to return from a maternity/child care leave before such leave is scheduled to terminate, the unit member may make such request in writing to the Superintendent or his designee provided such request is submitted no later than forty (40) days prior to the date when such leave was scheduled to terminate. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools. Not later than forty (40) days prior to the expiration date of a leave of absence, the unit member shall submit a letter to the Superintendent or his designee indicating his/her intention to return or announcing his/her resignation.

ARTICLE VII - EMPLOYEE BENEFITS

A. LATERAL TRANSFER AND PROMOTION

The Personnel Office will forward notices of all vacancies in the bargaining unit to the President of the Association and to all buildings for posting. Final determination as to whether any transfer shall be granted will rest with the Superintendent.

B. N.Y.S. EMPLOYEES RETIREMENT SYSTEM PENSION PLAN

The Assistant Superintendent for Business shall make available to the President of the Association all literature and information as such becomes obtainable on all possible benefits and advantages to unit members under the New York State Employees' Retirement System Pension Plan.

C. UNUSED SICK/RETIREMENT PAYMENT

1. Upon the retirement of any current full-time employee of the unit, a lump sum payment will be made for all unused sick leave up to a maximum of 100 days at a percentage of the daily rate of pay during the last year of employment as follows:

20 years or more	Maximum of 100 days times 50% of daily rate of pay.
15th through 19th year	Maximum of 100 days times 45% of daily rate of pay.
10th through 14th year	Maximum of 100 days times 35% of daily rate of pay.

Permanent part-time service credit may be accumulated for purposes of this clause. Years of service will be defined as full-time equivalent. However, substitute employment is ineligible for credit.

Employees who have transferred from Local 237 to the Educational Secretaries' Association or from the Educational Secretaries' Association to Local 237 shall transfer any employment time, either full-time or part-time, during which they were earning sick days, on a full-time equivalent basis to be used in the calculation of the unused sick leave retirement payment clause as defined in Article IX B. of the Local 237 Agreement and Article VII C. of

the Educational Secretaries' Association Agreement. However, substitute employment is not eligible for credit.

2. To qualify for this benefit, the retirement letter is due in the Personnel Office no fewer than ninety (90) days in advance of the date of retirement.
3. This provision will be waived for employees retiring for medical reasons, upon the recommendation of the school physician and approval of the Superintendent of Schools. Employees entitled to vacation time will be paid for that time prior to retirement or may take their vacation immediately prior to the date of retirement.

D. INSURANCE

1. HEALTH INSURANCE

The current group health insurance program, or its equivalent, will be made available to unit members, subject to regulations and conditions established by the insurance carrier. The District will pay 85% of the premium cost for the statewide individual plan, and 85% of the premium cost for the statewide family plan. The same dollar amount District premium contribution will apply for any unit employee who elects to participate in the GHI or HIP health insurance program.

Health Insurance Bonus Withdrawal

Members of the unit who withdraw from the District's health insurance plan during the life of this Agreement because of alternate comparable coverage shall receive \$1,200 if they were covered by the family plan and \$700 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period, provided, however, that in the case of a member who re-enters within the twelve (12) month period, no payment shall be made. After the twelve (12) month period such member may re-enter the plan in accordance with the following:

Members who have withdrawn from the health insurance plan and receive the bonus may apply for re-entry effective January 1 of any year by notifying the Personnel Office no later than July 1 of the previous year and by filing re-entry papers no later than September 1 so that the waiting period will be completed by January 1, provided that re-entry shall be subject to carrier rules.

2. DENTAL INSURANCE

The current group dental program, or its equivalent, will be made available to full-time unit members, subject to regulations and conditions as established by the insurance carrier. The District will pay 85% of the premium cost for the individual plan and 85% of the premium cost for the family plan.

3. If, during the life of this Agreement, the amount of employee premium contribution or the insurance program referred to in this Section change, including benefits and coverages, for members of the Lawrence Teachers Association, then such change(s) shall apply to members of the unit.

E. TAX SHELTERED ANNUITY PROGRAM

1. Members of the staff will be eligible to join a tax-sheltered annuity program in the Lawrence Public Schools. The Board will authorize annuities for staff members in accordance with provisions of Section 403(B) of the Internal Revenue Code of 1954 as amended. Applications from staff members for agreement with the School District for reductions in contract salary will be submitted to and approved by the Assistant Superintendent for Business. Such agreement will specify the reductions in contract salary desired by the individual staff member, the amount of such reduction to be remitted to the company specified by the employee for the purpose of purchasing a nonforfeitable annuity or annuity account qualifying for the purpose of Section 403(B). Any company wishing to participate in the program must be licensed in the State of New York, sign a hold-harmless agreement provided by the Board of Education, have a minimum of ten applications from members of the unit (approved by the company and accepted by the employee) and agree to provide a master monthly billing to the School District.
2. The Association shall have the responsibility of informing unit members of all information about and requirements for participation in this tax-sheltered annuity program.
3. Any individual joining any annuity plan must commit her/himself to membership in that plan for no less than one (1) calendar year. An employee who elects to discontinue contributions to a Tax-Sheltered Annuity Program will not be permitted to enter (re-enter) a plan until January 1 of any year. The District will only accept changes in carrier or contribution rate effective for September 1 or January 1 of each year.

4. The District shall permit exercise of both "catchup" or "year of separation from service" elections, as defined by Internal Revenue Service regulations, for employees who can substantiate their eligibility.
5. All applications and the completion of required forms must be submitted to the Payroll Department not later than thirty (30) days prior to the effective commencement date of the annuity plan.

F. OPTICAL BENEFIT

Each member shall be entitled to payment for one examination per year and/or one pair of eye glasses/contact lenses up to a maximum reimbursement of \$75.00 in any single school year. This provision shall be effective and retroactive to July 1, 1991.

G. LIFE INSURANCE

The District shall provide term life insurance to all full-time unit members and part-time unit members who work a minimum of twenty (20) hours per week, in the amount of \$15,000.00.

ARTICLE VIII - WORK DAY AND YEAR

A. Working hours, exclusive of lunch, shall be as follows:

Full-time Employees - 5 days a week
7 hours a day
Monday through Friday

Part-time Employees - 5 days a week
4 hours a day
Monday through Friday

B. VACATION FOR 12-MONTH EMPLOYEES

1. Twelve (12) month employees employed prior to July 1, 1974 who work full-time, shall be entitled to a one-month vacation during July or August after one full year of service. The one-month vacation for 12-month employees after one year of service shall be computed as one-half of the total number of working days during the months of July and August. In the event that there is an odd number of working days, the odd day shall be considered a vacation day.

2. All twelve-month employees hired subsequent to July 1, 1974 shall be entitled to a vacation during July or August as follows:

<u>No. Of Days Vacation</u>	<u>No. Of Years of Service Completed</u>
10	after completing 1 through 4 years of service
15	after completing 5 through 8 years of service
20	after completing 9 years or more of service

3. During the first year of employment, an employee will be entitled to vacation days to be taken during the following July and August as follows:

<u>EMPLOYMENT DATE</u>	<u>NO. OF VACATION DAYS</u>
July or August	10
September	9
October	8
November	7
December	6
January	5
February	4
March	3
April	2

4. Employees entitled to a vacation must submit their request in writing to their building principal or immediate supervisor on or before May 15th of each year. It is expected that vacations will be taken during the months of July or August. Requests for vacations at any time other than during July or August must have the approval of the building principal or immediate supervisor and the Superintendent or his designee. Every attempt will be made to grant the summer vacation time requested by each employee.

C. SUMMER EMPLOYMENT

In the event that a ten-month employee desires summer clerical employment he/she shall be given first consideration for any such District employment. Employees must notify the Personnel Office in writing by April 1st if they desire summer work. They shall state the dates during July and August on which they would be available for employment.

ARTICLE IX - INSERVICE

The District may require unit members to complete one (1) inservice course per year not to exceed eight (8) hours of inservice instruction in each year during the life of the agreement. Such instruction shall be held between 4:00 PM and 6:00 PM (not to exceed four (4) sessions of two (2) hours each) on normal work days and on the district premises. Unit members required to complete an inservice course pursuant to this Article IX shall be compensated at the rate of Ten (\$10.00) Dollars per hour for each hour of inservice instruction.

A member of the unit who is requested to teach an inservice course which meets outside of the normal work day shall be compensated at one and one half (1 1/2) times their normal hourly rate for the length of the inservice instruction and/or for any District authorized preparation time.

ARTICLE X - RIGHTS AND PRIVILEGES OF THE EDUCATIONAL SECRETARIES ASSOCIATION

- A. The Association has the right to the use of school facilities for Association meetings, subject to District regulations.
- B. No member of the Association shall be penalized in any way for participation in the activities of the Association so long as those activities are within the law and regulations of the State of New York and the agreed upon regulations of this School District.
- C. The Association shall be represented equally in any discussion concerning the formation of the school calendar. It is further agreed that the Superintendent of Schools shall notify the President of the Association as to the time and place of such meetings.
- D. If, during the term of this Agreement, it shall become necessary to abolish a position, it shall be the duty of the Superintendent or his designee to notify the President of the ESA of this fact. Any person so affected by a reduction in staff will be given first priority for any subsequent vacancy that may occur, provided that he/she may be rehired within the framework of existing Civil Service regulations and Civil Service law.

ARTICLE XI - GRIEVANCE PROCEDURE

A. PURPOSE

It is the declared objective of both parties to encourage the prompt and informal resolution of differences as they arise and before recourse to the formal procedures described herein.

B. DEFINITIONS

1. Grievance - Shall mean any complaint of an alleged violation of any of the terms and conditions as set forth in this Agreement and applicable official Board of Education policies and regulations with respect to terms and conditions of employment.
2. Grievant - shall mean any employee or the Association itself.
3. Immediate Supervisor - shall mean the person to whom the employee is directly responsible. For the purpose of grievance procedures, the line of authority shall be as follows:

<u>Employee</u> Secretarial, clerical and other personnel assigned to Central Office.	<u>Immediate Supervisor</u> Assistant Superintendent
Principals' Secretaries.	Building Principal
Secretarial and clerical personnel assigned to principals' offices, including library and guidance.	Building Principal
Secretarial and clerical personnel assigned to Directors, Supervisors and other District administrative personnel.	Supervisor or Administrator most directly concerned

C. SUBMISSION OF GRIEVANCE

1. A grievance submitted by an employee shall not be processed beyond STAGE III without the written approval of the Association.
2. A grievance shall be deemed waived unless it is submitted formally within ten (10) working days after an aggrieved party knew, or should have known, of the events or conditions on which it is based.
3. All grievances submitted in writing which are not resolved by June 30 shall be postponed until the following school semester.

4. An aggrieved party may be represented at any or all stages of the formal grievance procedure by representatives selected by the grievant or the Association, not to exceed a total of two (2).

D. PROCEDURES

STAGE I (Informal) - Immediate Supervisor

A grievance shall be submitted to the immediate supervisor. The parties shall attempt to resolve the grievance informally at this level within five (5) working days.

STAGE II (Formal) - Immediate Supervisor

If the grievant is not satisfied with the response received at STAGE I, or no response is received within five (5) working days, the grievant may within five (5) working days thereafter reduce the grievance to writing and submit same to the immediate supervisor. Such writing shall include the provision of this Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose, and the proposed remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) working days after receipt of the grievance.

STAGE III - Superintendent of Schools

If the grievant is not satisfied with the response received at STAGE II, or if no response is received within five (5) working days, the grievant may within five (5) working days thereafter submit a copy of his written grievance, together with any response received at STAGE II, to the Superintendent of Schools. The Superintendent of Schools, or his/her designee, shall make a determination in regard to the grievance and transmit his/her written decision thereon to the grievant within fifteen (15) working days thereafter. In the course of deciding the grievance, the Superintendent of Schools or his/her designee may hold such meetings or conferences as he/she deems necessary.

STAGE IV - Arbitration

If not satisfied with the response received at STAGE III, the Association may within fifteen (15) school days thereafter submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall issue a written determination and award to the parties not later than thirty (30) days from the close of the hearing(s). The award of the arbitrator shall set forth the findings of fact and conclusion and shall be advisory to the Board of Education. The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement nor shall he/she have the power to alter, add to, or detract from the provisions of this Agreement. The cost for the services of the arbitrator will be borne equally by the

parties.

STAGE V - Board of Education

The Board of Education shall, within twenty (20) working days after receiving the advisory arbitrator's recommendation and the previous material filed in this case, render its decision to both parties. Said decision shall be binding in complaints alleging a violation of terms and conditions set forth in this Agreement.


ARTICLE XII - GENERAL

- A. This Agreement shall apply equally to all employees included in the Operations Negotiating Unit and shall pertain to and bind each employee without regard to whether or not he/she is a member in good standing of the employee organization.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, except by mutual agreement.
- C. The Board of Education may establish rules and regulations to the extent that they are not inconsistent with the provision of this Agreement
- D. 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 ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- E. The Association affirms that it does not assert the right to strike or engage in a concerted work stoppage 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 XIII - DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1997 and shall remain in full force until June 30, 2000.

**BOARD OF EDUCATION OF THE LAWRENCE
UNION FREE SCHOOL DISTRICT**

By:  Date: 5/22/98
President

THE EDUCATIONAL SECRETARIES ASSOCIATION

By:  Date: 5/22/98
Co-President, Educational Secretaries Association

By: N/A Date: _____
Co-President, Educational Secretaries Association

EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE										
1997/98										
	YEAR ONE		SENIOR	STENOGRAPHER		SENIOR	ACCOUNT	SR. ACCT.	ADMIN.	PRIN.ACCT
	PHONE OP.		TYP/CLERK			STENO	CLERK	CLERK	ASST.	CLERK
	10 MONTH	12 MONTH	12 MONTH	10 MONTH	12 MONT	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH
E	19941	24047	24511	20694	24943	27086	29341	30883	31603	32429
O	20941	25047	25511	21694	25943	28086	30341	31883	32603	33429
1	21941	26047	26511	22694	26943	29086	31341	32883	33603	34429
2	22997	27316	27801	23723	28227	30372	32627	34269	34989	35917
3	24037	28660	29161	24827	29598	31763	33997	35687	36397	37373
4	25120	30024	30484	25861	30905	33091	35373	38903	39601	41910
5	26223	31363	31843	26953	32264	34462	36748	39329	40044	42427
6	27125	32590	33048	27929	33480	35778	38183	40833	41552	43494
7	28079	33719	34174	28830	34605	36956	39319	41857	42566	44390
8	28975	34877	35336	29742	35778	38087	40523	43126	43845	45727
9	29966	36061	36557	30665	36988	39271	41617	44336	45051	47056
10	31643	38098	38571	32398	39012	42079	44537	47447	48192	50400
15	32132	38674	39153	32920	39599	43226	45723	48676	49416	51635
A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY.										
ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$850 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE										
PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR										
CIVIL SERVICE CATEGORY.										

APPENDIX A

EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE										
YEAR TWO		1998/99								
	TYPYST CLERK	SENIOR	STENOGRAPHER	SENIOR	ACCOUNT	SR. ACCT.	ADMIN.	PRIN.ACCT.		
	PHONE OP.	TYP/CLERK		STENO	CLERK	CLERK	ASST.	CLERK		
	10 MONTH	12 MONTH	12 MONTH	10 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH
E	20476	24682	25158	21248	25600	27795	30105	31685	32423	33269
O	21476	25682	26158	22248	26600	28795	31105	32685	33423	34269
1	22476	26682	27158	23248	27600	29795	32105	33685	34423	35269
2	23558	27982	28479	24302	28915	31113	33423	35105	35842	36793
3	24623	29359	29872	25433	30320	32538	34826	36557	37285	38285
4	25733	30756	31228	26492	31659	33898	36236	39852	40567	42932
5	26863	32128	32620	27610	33051	35303	37644	40288	41021	43462
6	27787	33385	33854	28610	34297	36651	39114	41829	42565	44555
7	28764	34541	35008	29533	35449	37857	40278	42878	43604	45473
8	29682	35728	36198	30467	36651	39016	41511	44178	44914	46842
9	30697	36941	37449	31413	37890	40229	42632	45417	46150	48204
10	32415	39027	39512	33188	39964	43105	45623	48604	49367	51629
15	32916	39617	40108	33723	40565	44280	46838	49863	50621	52894
A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY.										
ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$850 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE										
PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR										
CIVIL SERVICE CATEGORY.										

APPENDIX B

YEAR THREE		EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE								
		1999/2000								
TYPIST CLERK		SENIOR	STENOGRAPHER		SENIOR	ACCOUNT	SR. ACCT.	ADMIN.	PRIN.ACCT.	
PHONE OP.		TYP/CLERK			STENO	CLERK	CLERK	ASST.	CLERK	
	10 MONTH	12 MONTH	12 MONTH	10 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH
E	21094	25416	25905	21887	26359	28614	30988	32611	33370	34239
O	22094	26416	26905	22887	27359	29614	31988	33611	34370	35239
1	23094	27416	27905	23887	28359	30614	32988	34611	35370	36239
2	24206	28752	29262	24970	29710	31969	34342	36070	36828	37805
3	25300	30166	30693	26132	31154	33433	35784	37562	38310	39338
4	26441	31602	32087	27221	32530	34830	37232	40948	41683	44113
5	27602	33012	33517	28369	33960	36274	38679	41396	42149	44657
6	28551	34303	34785	29397	35240	37659	40190	42979	43736	45780
7	29555	35491	35971	30345	36424	38898	41386	44057	44803	46724
8	30498	36711	37193	31305	37659	40089	42653	45393	46149	48130
9	31541	37957	38479	32277	38932	41335	43804	46666	47419	49530
10	33306	40100	40599	34101	41063	44290	46878	49941	50725	53049
13	33606	40400	40899	34401	41363	44590	47178	50241	51025	53349
15	33821	40706	41211	34650	41681	45498	48126	51234	52013	54349
A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY.										
ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$850 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE										
PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR										
CIVIL SERVICE CATEGORY.										

APPENDIX C