

**AGREEMENT**

**Between**

**THE ARLINGTON CENTRAL SCHOOL DISTRICT**

**And**

**THE ARLINGTON EDUCATIONAL SECRETARIES ASSOCIATION**

**July 1, 2005 – June 30, 2009**

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**PREAMBLE**

This is an agreement between the Arlington Central School District and the Educational Secretaries Association of the Arlington Central School District, covering the terms and conditions of employment of the members of the Association, as defined in Article 1.

**1. RECOGNITION**

The Arlington Central School District, hereinafter referred to as the "District", has recognized the Educational Secretaries Association of the Arlington Central School District, hereinafter referred to as the "Association", as the exclusive bargaining agent for the negotiations unit defined as "all secretarial, clerical and accounting personnel with the exception of the professional accountant, and junior accountant, Clerk of the District, personnel assistant, secretary to the Deputy Superintendent and Assistant Superintendents, and the confidential secretary to the Superintendent".

Recognition has been granted contingent to the Association's affirmation that it does not assert the right to strike, or to conduct any work stoppage or assist or participate in any strike or work stoppage, or to impose an obligation to conduct or to assist in or participate in any strike or work stoppage upon its officers or members, against the District.

**2. SALARIES AND WAGES**

A. The annual scheduled salary of unit members for 2005-06 as detailed in the attached salary schedules shall be determined by applying schedule "A" for one-half year and schedule "B" for the remaining one-half year. The annual contractual salary for unit members for 2005-06 will be the average of Schedule A and Schedule B. (Refer to Schedule C). During the 2005-06 school year, any unit member hired will be paid from Schedule C. The salary schedule for unit members shall be increased, exclusive of increment, in each year after 2005-06 as follows.

- 2006-07: 3.5%
- 2007-08: 3.0%
- 2008-09: 3.0%

Longevity: 2005-06: After 12, 15, 20 and 25 Years: \$600  
 2006-07: After 12, 15, 20 and 25 Years: \$700  
 2007-08: After 12, 15, 20 and 25 Years: \$800  
 2008-09: After 12, 15, 20 and 25 Years: \$900

Senior Differential: 2005-06 \$900  
 2006-07 \$1000  
 2007-08 \$1100  
 2008-09 \$1200

The salaries and wages of the employees in the above unit shall be as described in the salary schedules attached to and made part of this Agreement.

In addition, the hourly schedule shall be calculated @ 1/2080 of the twelve (12) month salary schedule.

Additional Compensation: It is recognized that while the responsibilities detailed below will require time during the regular work day, time beyond the regular work day may be necessary to complete the responsibilities.

Additional compensation for the following responsibilities will be paid at the following rates:

Elementary and middle level School Summer Program - \$250  
Elementary Before/After School Enrichment Program - \$250 per session  
High School Student Activity Fund - \$1500  
Middle School Student Activity Fund - \$750 per school  
District-Wide Facilities Use - \$1200

B. All ten (10) month employees shall have the option of selecting a 21 or 26 week pay period and shall notify the Business Office of their selection prior to the preparation of the first payroll in September. Prior to the first pay period in September, ten (10) month unit members shall be advised of their pay options (21 weeks vs. 26 weeks) and given a form to return to the Business Office for selecting or changing the payment plan.

C. Any changes made in the schedule will be given to all employees on July 1 when the schedule becomes effective.

D. All step increments will be adjusted in July. Newly hired unit members will receive a step adjustment in July, provided they were hired prior to January 1 in the initial year of employment.

In all cases, increments will be given for satisfactory performance in the job, as recommended by the immediate supervisor.

The denial of an increment may be appealed through the grievance procedure where it has been unreasonably withheld.

E. Longevity payments shall be paid at the rates set forth on the salary schedule for the year(s) referenced in this Agreement.

F. Each employee shall be paid their total yearly salary by June 30 of each school year.

G. No increment shall be paid after the last effective date of this Contract.

### **3. OVERTIME**

All overtime will be paid at the rate of time and one-half of the employee's hourly rate. When overtime is required by an office, the time will be put in at the office, and will be paid for if properly reported to the Business Office for accounting.

Overtime can be given in the form of compensatory time. An employee shall be required to take compensatory time within a period of three (3) months from the date of accrual. Compensatory time will only be taken with the written consent of the immediate supervisor and as long as it does not disrupt the operations of the office where the employee is assigned. One hour of overtime will equal one and one-half hours of compensatory time if over 37½ hours have been worked in each week.

### **4. USE OF PERSONAL VEHICLE**

Any employee required to use their car for School District business will be paid at the IRS rate for each mile traveled.

### **5. STARTING SALARY ADJUSTMENT**

The District reserves the right to pay a starting salary based on previous experience and training, up to but not exceeding the third step on the salary schedule. In no event may the District hire on the third step an individual who has not yet passed the necessary Civil Service Examination, where required.

### **6. JOB TITLE AND SALARY PAID**

Effective July 1, 2002, any employee changing job classification or job title by promotion shall be placed on the new position salary schedule at the same salary step of the employee's present salary level. Years of service in a part-time or hourly position will be prorated accordingly for placement on the new position salary schedule.

### **7. CIVIL SERVICE COMPETITIVE EXAMINATION**

All positions that come under the Civil Service regulations will require Civil Service Examination and such will be given for each position and each promotion to the next higher classification.

## **8. JOB SECURITY**

A. Performance: If the immediate supervisor is displeased with the performance of the unit member, the supervisor will meet with the unit member. After discussion, an opportunity for improvement during a specified period of time shall be given.

B. Layoffs: In the case of a job abolishment, reduction of force, layoffs and recall, seniority shall prevail consistent with civil service guidelines.

C. Involuntary Transfers: In the determination of involuntary reassignments and transfers, the wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and best interests of the school system. Good faith efforts shall consist of notification to the Association President and to the involved employees in the appropriate buildings.

D. No unit member shall be disciplined, reprimanded, reduced in rank or compensation without just cause and due process.

## **9. VACANCIES AND PROMOTIONS TO HIGHER POSITIONS**

The District shall post notices of vacancies for all positions in which vacancies occur and for all new positions created by the District as soon as reasonably possible. In no event shall vacancies or new positions be filled before members of the unit are given an opportunity to apply. When available, schedules of Civil Service Tests applicable to employees by the Contract shall be posted in each school office.

All persons applying for a promotional position must apply and pass the Civil Service Examination before any promotion or salary change will be effected. There will be no temporary appointments to these positions.

Seniority will prevail in conditions of employment and in promotions provided qualifications are equal.

## **10. HOURS OF WORK**

The workweek shall be Monday through Friday for all clerical employees. The workday of 7½ consecutive hours, exclusive of lunch periods, shall cover the regular school year and shall commence one (1) week prior to the opening of school and shall extend for one (1) week following the close of school. The workday shall be 6½ consecutive hours, exclusive of lunch periods, when school is not in session, teachers are not present, and during the months of July and August.

Overtime for all hours worked in excess of 37 1/2 hours per week shall be compensated at the rate of time and one-half.

When school is not in session (pupils and teachers are not in attendance), no clerical employee will be required to work beyond 3:30 P.M.

## **11. TEN MONTH EMPLOYEES**

All ten (10) months employees will work September 1 through June 30, and will be governed by the conditions of employment set forth herein for twelve (12) month employees, except where specific exceptions are set forth.

## **12. SICK LEAVE**

Sick leave shall be granted as follows:

A. In the case of new employees, sick leave will be granted pro rata per month. In case a new employee's pay is deducted for absence for illness, and at the end of the year (June 30) he/she has accumulated sick leave, the employee will be paid for the days that were withheld, up to the number of days accumulated.

B. Twelve (12) month Employees: All twelve month (12) employees will be granted fifteen (15) days sick leave per year effective July 1. Sick leave not used in one year may be accumulated to an unlimited number of days at the rate of up to fifteen (15) unused per year.

C. Ten Month Employees: All ten (10) month employees will be granted sick leave at the rate of twelve (12) days per year effective July 1, and sick leave for ten (10) month employees not used in one year may be accumulated in an unlimited number of days at the rate of twelve (12) days per year.

D. Sick leave in excess of the accumulated balance, to which the employee is entitled, will be without pay at the rate of 1/10<sup>th</sup> of the bi-weekly salary per day.

E. The District reserves the right to pay sick leave beyond that to which the employee is entitled, should it decide circumstances indicate it advisable to do so.

F. The District, through its representative, may require a doctor's statement regarding any illness.

G. All employees failing to pass physical examinations shall be afforded the opportunity to consult another physician mutually acceptable to the District and himself for treatment, and such employee shall, within a reasonable time, be afforded an opportunity to have another examination by the School Physician.

H. Each employee shall receive by August 1, a written statement specifying the number of sick days accumulated to the employee.

I. Sick Bank: A sick leave bank is hereby established. Any employee with one (1) year service in the District as of September 30 may contribute one (1) day per year to the bank. Each year the District shall match the number of days contributed to the bank, but the District's contribution shall not exceed fifty (50) days per year. Any day contributed by an employee shall be deducted from his/her accumulated sick leave. Any employee who has exhausted his/her sick leave may make application to the sick leave committee on a form to be provided by the Office of Human Resources. The sick leave committee shall consist of two (2) employees selected by the Association and (2) representatives selected by the Office of Human Resources. The decision of the committee shall be final, but may be appealed directly to Step 3 of the grievance procedure by filing notice within ten (10) days of the committee's decision with the Office of Human Resources. Copies of the Sick Bank guidelines will be made available from the Office of Human Resources.

J. Sick Bank Guidelines will be developed by the representatives of the sick bank related to the purpose of the sick bank, administration of the sick bank, membership in the sick bank and the procedures to follow to secure sick bank benefits. Such guidelines will reflect the concepts and language in "I" above. The guidelines will be developed by August 30, 2005 and will require the approval of the ESA President and the Superintendent.

### **13. RETIRING**

Retiring educational secretaries who are at least fifty-five (55) years of age, shall be entitled to receive at their last year's daily salary rate, payment for all accumulated sick leave in excess of sixty (60) days. However, the total paid to any secretary will not exceed \$4,000. Secretaries electing to retire shall notify the District of their irrevocable intent to retire at least six (6) months in advance of their retirement date.

Eligibility for "A" and "B" below will apply as follows.

Effective July 1, 2005 and terminating June 30, 2007 employees retiring from the District after five (5) years of service;

Effective July 1, 2007 employees retiring from the District after ten (10) years of service;

A. All remaining sick days after contractual payment shall be converted to pay for family health insurance coverage, as long as it lasts. When that amount is used, the District will pay 35% and the retiree will pay 65% of such family premiums, for life.

B. Individual health insurance coverage shall be paid at 100% by the District for the life of the retired employee. The District shall reimburse for retirees the Medicare, Part B deduction on a quarterly basis.

#### **14. CHILD-REARING LEAVE**

Upon written application, a child rearing leave, without pay, for the birth or adoption of a child, shall be granted for a period not to exceed one (1) year. Upon request, a second year may be granted at the discretion of the District. Unit members requesting such leave shall give reasonable notice (90 days) to the District prior to the commencement of such leave. The notice shall include tentative commencement and termination of leave dates.

#### **15. PERSONAL LEAVE**

A. Two (2) Days Personal Business: This may be used at one time or may be taken hourly, up to sixteen (16) hours. This leave will not be granted the day before or the day after a holiday unless the employee can satisfactorily explain the necessity for the absence for business purposes. One (1) day of personal leave, non-cumulative, may be deferred to the next school year. Any unused whole personal days will be converted to sick time. In their first year of employment, anyone starting work after January 1 will be given one (1) day personal leave.

B. Three (3) Days Bereavement Leave: Three (3) days bereavement leave will be granted to any employee who suffers a death in her immediate family. Immediate family shall be wife or husband, son or daughter, mother or father, mother-in-law or father-in-law, brother or sister, brother-in-law or sister-in-law, grandmother or grandfather.

C. One (1) Day Bereavement Leave: Up to one (1) day bereavement leave will be granted for attendance at funerals of relatives or friends other than those stated in "B", above. Only the time necessary to attend the funeral will be considered as a basis for this leave.

D. Personal time or bereavement leave will not be granted for any reason should the necessity for this leave occur at a time other than the time the employee would be working. Should the need for personal leave or bereavement leave occur on weekends, holidays, or during vacation time scheduled by the employee, time will not be granted at another time nor will additional pay be granted.

E. One (1) Day Religious Observance Leave: Up to one (1) day leave will be granted for religious observance provided the religious requirements cannot be met other than during working hours.

F. Jury Duty: Employees scheduled for jury duty shall be compensated by the District, subject to return to the District of money earned for service as a juror.

#### **16. ORGANIZATIONAL LEAVE**

The District will allow the unit up to \$1500 for attendance of delegates at professional conferences of concern to the unit. The use of the above sum will be at the discretion of the unit. However, no building will be left uncovered by a secretary because of attendance at such conference.

This leave shall be at full pay and will not be charged to personal leave, sick leave or vacation time.

It is recognized that the President of the ESA, or his/her designee, may, from time to time, need some release time from daily job responsibilities to address urgent and immediate issues related to unit members. A request for release time will require the prior approval of the immediate supervisor and such approval will not be unreasonably withheld.

## **17. INSURANCE**

A. Health Insurance: Effective July 1, 2001, employees who wish to avail themselves of family coverage shall pay eight (8%) percent of the entire monthly family premium cost and the District shall pay ninety-two (92%) percent of the entire monthly family premium cost. Effective July 1, 2005, employees who wish to avail themselves of individual coverage shall pay eight (8%) percent of the entire monthly individual premium cost and the District shall pay ninety-two (92%) percent of the entire individual premium cost. The District shall implement a Section 125 Internal Revenue Code Premium Only Plan to allow for bargaining unit members to have the entire amount of employee premium contribution paid for under such premium only plan.

Effective July 1, 2002, all unit members shall be eligible to participate in the Section 125 IRC Flexible Benefit Plan for unreimbursed medical expenses, dependent day car expenses, cancer protector and other related insurance plans.

Commencing July 1, 2002, all unit members whose spouses are employed by the District (or otherwise eligible for District health insurance) shall be eligible for two (2) individual health plans, or one (1) family plan and a mandatory buyout.

The District shall offer the DEHIC Alternate PPO Health Insurance Plan, Capital District Physicians Health Plan (CDPHP), and the MVP Health Plan. The District's financial commitment shall not exceed the amounts contributed to the DEHIC Alternate PPO Health Insurance Plan.

On or before May 1 of each school year, existing unit members who are eligible for health insurance benefits shall inform the Business Administrator of their decisions to opt out of the District's health insurance plan effective July 1. Effective July 1 2005, in return for opting-out, the unit member shall receive a payment of \$2000 on or before October 15 from the District.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application for opting-out.

Re-entry shall be governed by the rules of health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying, on a prorated basis, 1/12<sup>th</sup> of the buyout amount for each month remaining in the school year in question.

B. Life Insurance: Effective July 1, 1981, all full-time employees, so directing in written declaration to be delivered to the District Business Office within thirty (30) days from the date of signing of this Contract or within thirty (30) days from the date of employment, shall receive, subject to the enrollment and coverage requirements of the carrier, \$10,000 face amount of group life insurance and \$10,000 face amount of accidental death and dismemberment insurance under the District's policy presently in effect with Sun Life Insurance Company, with any premium cost to be borne 50% by the District and 50% by the electing employee. The District reserves the right to change the insurance carrier and it is understood that the premium cost is subject to change by the insurance carrier.

C. Dental Plan: Effective July 1, 2005, the District will provide, at no cost to the employee, the CSEA Family Equinox Dental Plan. The District's maximum annual contribution shall not exceed \$925 per participating unit member. Effective July 1, 2007 the district's maximum annual contribution shall not exceed \$1000 per participating unit member.

D. Welfare Trust: The District shall contribute to the ESA Welfare Trust Fund, for each bargaining unit member who participates in a health plan, the sum of \$325 in 2005-06, \$350 in 2006-07, \$400 in 2007-08, and \$450 in 2008-09. The Board shall have the right to inspect the books and records of the Trust Fund upon request.

## **18. VACATIONS**

A. A twelve (12) month employee hired between July 1 and September 30 shall be given ten (10) working days vacation with pay after the following July 1.

B. A twelve(12) month employee hired after September 30 shall be given one (1) working day per month for vacation time with pay after the following July 1.

C. A twelve (12) month employee completing five (5) years of continuous service with the School District will receive fifteen (15) working days vacation with pay.

D. A twelve (12) month employee completing ten (10) years of continuous service with the School District will receive eighteen (18) working days vacation with pay.

E. A twelve (12) month employee completing fifteen (15) years of continuous service with the School District will receive twenty (20) working days vacation with pay.

F. A twelve (12) month employee completing twenty (20) years of continuous service with the School District will receive twenty-five (25) working days vacation with pay.

G. Part time employees will not be given a vacation, but will only work when school is in session.

H. Ten (10) month employees starting their employment September 1 will receive eight (8) working days vacation with pay to be taken, in part, during the Christmas recess or at other

times with the approval of their immediate supervisor. Other days taken will be deducted at the rate of 1/10<sup>th</sup> of the bi-weekly salary paid on a ten month basis.

I. Ten (10) month employees starting after September 1 will be granted six (6) hours paid vacation time for each month worked. Such vacation time shall be taken during the Christmas or Easter recess or at other times with the approval of their immediate supervisor, as described in the paragraph above.

J. Ten (10) month employees completing five (5) years of continuous service with the School District will receive up to twelve (12) working days vacation with pay. All continuous service with the District in a clerical capacity will be counted.

K. All vacation is to be taken at a time that is mutually agreeable to the employee and his immediate supervisor.

L. Unit members may accumulate vacation days to a maximum of fifty (50) days. At the time of retirement or separation from the District or death unused accumulated vacation time up to fifty (50) days shall be converted to cash for unit members.

## **19. PAID HOLIDAYS**

There shall be sixteen (16) paid holidays set according to the school calendar.

## **20. INCLEMENT WEATHER DAYS**

A. No secretaries will be required to work on days when school is closed because of inclement weather unless requested to do so for some special reason by his or her immediate supervisor.

In the event that he or she is called in to work on such day, he or she will receive additional pay at the regular hourly rate for the hours worked.

B. Delayed Openings: All employees shall report to work, as follows:

1. Two (2) hour delay - Two (2) hours later than normal.

2. One (1) hour delay - One (1) hour later than normal.

C. Inclement Weather: When students are dismissed early because of inclement weather, unit members shall remain in their school building until all students transported by bus from that building have arrived home. Unit members who do not work in a school building shall remain until all district students transported by bus have arrived home.

D. Emergency: When a school building is dismissed early because of an emergency,

office personnel shall remain in the building until all students being transported by bus have arrived home.

## **21. RETIREMENT PLAN**

The School District shall pay all costs of the noncontributory New York State Employees Retirement System Plan 75i.

## **22. SEPARATION FROM EMPLOYMENT**

Upon separation from the employment of the District, the District shall pay all money due the employee including the earned, but unused vacation time. The District, however, shall retain the final check of any employee separated from employment until his immediate supervisor advises the District that all materials assigned to the employee or in her possession have been returned or accounted for to the satisfaction of the District.

## **23. PAYCHECKS AND PAY PERIODS**

All employees shall be paid on a bi-weekly basis. When any regular payday falls on a holiday, the District shall pay the employee on the last banking day immediately preceding the holiday. Each paycheck shall contain a statement of gross earnings and a statement of deductions made for any purpose.

## **24. PERSONNEL FILES**

No materials other than those of a routine financial nature and those used in the hiring process shall be placed in an employee's official personnel file unless that employee has an opportunity to review that material. The employee shall acknowledge that the employee has had an opportunity to review such material by affixing a signature or initials on the copy to be filed. Such signature or initials shall not be construed to indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material within five (5) school days of the day upon which the employee has been granted an opportunity to review the material placed in the employee's file. The answer shall be reviewed by the employee's immediate supervisor and attached to the file copy.

An employee shall have the right upon appointment to review the contents of the employee's own official personnel file. Such appointment shall be made no later than two (2) days after the employee has requested the right to review. No person shall be allowed to view any file other than the employee's own. All such reviews shall be conducted in the presence of a designated representative of the District. No employee file may be removed from such office for any reason.

## **25. LEGISLATIVE APPROVAL**

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.

## **26. ASSOCIATION MEETINGS AND BUSINESS**

The District shall grant to the Association the right to use school buildings without cost and at reasonable times. The principal or supervisor of the building in question shall be notified at least one (1) full day in advance of the time and place of any such meeting and shall grant such use providing it does not conflict with previously scheduled school events.

The Association shall have free use of school mailboxes for the purposes of distributing material to its membership as well as use of the inter-school mail for the same purposes.

The District shall allow the Association bulletin board space for the purpose of posting material dealing with Association business.

The Association shall be granted the use of appropriate office equipment without charge, except for the cost of supplies.

## **27. NEGOTIATION INFORMATION**

During negotiations, the District and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The District will make available to the Association for inspection all pertinent records, data and information of the Arlington school system available on a public basis.

## **28. EDUCATIONAL ADVANCEMENT**

Upon prior approval from the superintendent after consultation with the Business Administrator, unit members shall be reimbursed for the actual cost of up to two (2) courses taken per school year or up to \$200 per credit hour, whichever is less, for courses taken at the post high school level. Maximum payment for a course will not exceed \$600.

Upon prior approval by the Superintendent after consultation with the School Business Administrator, non-credit workshops and courses shall be reimbursed up to a maximum of \$100.

No courses will be approved that are not directly related to the improvement or efficiency of the person in the job the employee holds.

Reimbursement for courses will only be processed after proof of satisfactory completion is submitted to the School Business Administrator.

## **29. BOARD AGENDA**

Educational Secretaries Unit will be provided with one (1) copy of the Board Agenda and Board Minutes.

## **30. PART-TIME EMPLOYEES**

A. Definition: A part-time employee is a person employed in a clerical capacity, other than a teacher aide, in the School District who works a minimum of twenty (20) hours per week and will become Civil Service eligible.

### **B. Benefits - Part-Time Employees**

Pay Scale: Hourly, only as worked at the rate as indicated in the Educational Secretaries Salary Schedule.

#### Fringe Benefits:

- New York State Employees Retirement System 75i, Non-contributory, 2S year retirement section
- Hospitalization insurance as per Educational Secretaries Contract.
- Part-time staff who regularly work twenty-five (25) or more hours per week shall be eligible for dental benefits, effective July 1, 2002.
- Effective July 1, 2002, Part-time employees will accumulate sick leave. Sick leave, including bereavement, twelve (12) days per year on the basis of hours worked. Sick leave not used in one year may be accumulated to an unlimited number of days.
- Personal leave at two (2) days per year.
- Vacation: No vacation will be given and employees in this group will work the teacher's calendar and only when school is in session unless specifically requested by the School Business Administrator to work another time.

## **31. HOURLY EMPLOYEES**

Definition: An hourly employee is a person employed in a clerical capacity in the School District working less than twenty (20) hours per week.

Benefits: No benefits will be paid or granted employees in this class

## **32. GRIEVANCE PROCEDURE**

A grievance is a dispute involving an interpretation or application for any of the terms, or provisions of this collective bargaining agreement. It shall not apply to any other matters.

A grievance may only be filed by the Association or by a member of the unit defined in the recognition clause.

All grievances shall be in writing, shall be signed by the party filing the grievance, shall include the name and position of the aggrieved party, the identity of the provisions of the Agreement upon which the grievance is based, shall also include a statement of the underlying facts, including dates, events or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known to the aggrieved party, a general statement of the nature of the grievance and the redress sought by the aggrieved party.

No written grievance shall be entertained, except as described below, and such grievance shall be deemed waived unless filed at the first step within fifteen (15) work days after the occurrence of the act or condition upon which the grievance is based, or within fifteen (15) days after the individual grievant discovered or should have discovered the acts or conditions upon which the grievance is based.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against a party filing the grievance or by reason of the participation of any employee in the grievance procedure.

The grievant shall have the right of representation at all stages of the grievance process and to confront and cross examine all witnesses called against him/her, and to testify and call witnesses on his/her own behalf.

In any grievance brought by an employee or group of employees, the ESA shall be notified of all hearing dates, given copies of all exhibits and decisions, and have the opportunity to cross examine all witnesses.

All references to days or work days shall mean a day when the central office is officially open for business.

Failure by the District to hold a hearing or submit decisions within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

Grievances shall begin at the lowest possible step where relief may be granted.

If a grievance affects a group of persons and appears to be associated with system-wide practices, it may be submitted by the ESA directly at Step 2 described below, with the timelines for Step 1 applying.

## **Steps of the Grievance Procedure**

It is suggested that any issue between the employee and supervisor be resolved informally with the immediate supervisor. Failure to do so will not prevent a formal grievance at Step 1.

**STEP ONE:** All grievances must be filed with the employee's immediate supervisor no later than fifteen (15) work days after the date upon which the alleged grievance arose or no later than fifteen (15) work days after the employee discovered or should have discovered the acts or conditions upon which the grievance is based.

The immediate supervisor shall act upon each grievance within ten (10) days after it has been heard and shall advise the grievant, ESA, and Superintendent or his designee of the decision in the case, in writing, within that period of time.

**STEP TWO:** In the event that a grievance is not satisfactorily resolved in Step 1, then an appeal may be made to the Superintendent of Schools or his designee. Such an appeal must be filed no later than ten (10) school days after the receipt of the Step One disposition by the complaining party. Any appeal to the superintendent shall be in writing and shall include the written grievance filed in Step One, the answer thereto and a statement from the appealing party for the reasons for appeal. A hearing on each grievance processed to this step shall be granted by the Superintendent or his designee within ten (10) school days after receipt of an appeal to Step Two. The superintendent or his designee shall have five (5) school days after the grievance has been presented in this oral session within which to act upon the grievance. The disposition of the grievance shall be in writing and shall be submitted to the person filing the appeal. In the event that an appeal is filed by an individual grievant, a copy of the superintendent's determination or that of his designee shall be forwarded to the Association.

**STEP THREE:** In the event that the disposition at Step Two does not amicably adjust the matter between the parties, the Association may appeal to the Board of Education. However, no such appeal shall be honored unless filed within ten (10) school days after receipt of the Step Two determination by the aggrieved and the Association. The appeal shall be filed with the Clerk of the Board of Education within this period. It shall be in writing and shall set forth in detail the reasons for the appeal. All appeals shall contain all papers filed in Step One, Step Two, and the answers thereto.

Within ten (10) days after the receipt of the appeal, the Board of Education may appoint a subcommittee to hear and determine the dispute or sit as a committee as a whole to hear and determine the dispute. Hearings at Step Three shall be held within fifteen (15) school days after receipt of the appeal. The aggrieved party and the designated representative of the Association shall be necessary parties to this hearing. The immediate supervisor of the grievant and the supervising principal may also be present.

In the event that any party fails to appear for this hearing, the Board or its duly designated subcommittee shall be empowered to proceed in that party's absence and make a determination

without that party's participation. The Board shall have ten (10) school days after, the conclusion of the said hearing to render a finding and decision. Copies of the decision shall be submitted to the aggrieved party and the Association.

**STEP FOUR:** Arbitration - Within ten (10) days after receipt of the board's decision, the Association may submit the grievance procedure to arbitration by written notice to the Clerk of the Board.

- (a) The rules and procedures of the American Arbitration Association, including those rules and procedures governing selection of arbitrators, shall be followed.
- (b) The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decision contrary to or inconsistent with, modifying or varying in any way, of the terms of this agreement or of applicable law or rules or regulations of the force and effect of law.
- (c) The decision of the arbitrator shall be final and binding on all parties.
- (d) The cost of the services of the arbitration will be divided equally between the District and the Association.

### **33. PAYROLL DEDUCTIONS**

The District shall deduct agency fees, via payroll deduction, and when so authorized in writing, additional deductions for the credit union, NYSUT member benefits, United Way, VOTE-COPE, and IRS (403b) tax deferred plans from the salaries of unit members.

### **34. DURATION OF AGREEMENT AND REOPENING**

This Agreement shall be effective as of July 1, 2005, and shall continue in effect through June 30, 2009. The Association agrees that all negotiable items have been discussed during the negotiations and will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement. In the event either party wishes to amend this Agreement, all negotiations proposals will be submitted no earlier than January 15, 2009, and no later than February 1, 2009. Negotiations must commence no earlier than February 15, 2009 and no later than February 28, 2009.

THE EDUCATIONAL SECRETARIES ASSOCIATION OF THE ARLINGTON CENTRAL SCHOOL DISTRICT AND THE ARLINGTON CENTRAL SCHOOL DISTRICT HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW.

THE ARLINGTON CENTRAL SCHOOL DISTRICT

THE EDUCATIONAL SECRETARIES ASSOCIATION OF THE ARLINGTON CENTRAL SCHOOL DISTRICT

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

BY: \_\_\_\_\_  
ASSOCIATION PRESIDENT

BY \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
CHIEF NEGOTIATOR

**Typist/Library Clerk  
10 Month**

<b>Step</b>	<b>05-06 Schedule A</b>	<b>05-06 Schedule B</b>	<b>06-07</b>	<b>07-08</b>	<b>08-09</b>
<u>1</u>	<u>\$20,845</u>	<u>\$21,809</u>	<u>\$22,573</u>	<u>\$23,250</u>	<u>\$23,948</u>
<u>2</u>	<u>\$21,157</u>	<u>\$22,135</u>	<u>\$22,910</u>	<u>\$23,597</u>	<u>\$24,305</u>
<u>3</u>	<u>\$21,463</u>	<u>\$22,456</u>	<u>\$23,242</u>	<u>\$23,939</u>	<u>\$24,657</u>
<u>4</u>	<u>\$21,838</u>	<u>\$22,848</u>	<u>\$23,648</u>	<u>\$24,357</u>	<u>\$25,088</u>
<u>5</u>	<u>\$22,214</u>	<u>\$23,241</u>	<u>\$24,054</u>	<u>\$24,776</u>	<u>\$25,519</u>
<u>6</u>	<u>\$22,586</u>	<u>\$23,630</u>	<u>\$24,458</u>	<u>\$25,192</u>	<u>\$25,947</u>
<u>7</u>	<u>\$23,089</u>	<u>\$24,157</u>	<u>\$25,003</u>	<u>\$25,753</u>	<u>\$26,526</u>
<u>8</u>	<u>\$23,822</u>	<u>\$24,924</u>	<u>\$25,796</u>	<u>\$26,570</u>	<u>\$27,367</u>
<u>9</u>	<u>\$24,314</u>	<u>\$25,438</u>	<u>\$26,329</u>	<u>\$27,119</u>	<u>\$27,932</u>
<u>10</u>	<u>\$24,875</u>	<u>\$26,025</u>	<u>\$26,936</u>	<u>\$27,744</u>	<u>\$28,577</u>
<u>11</u>	<u>\$25,436</u>	<u>\$26,612</u>	<u>\$27,544</u>	<u>\$28,370</u>	<u>\$29,221</u>
<u>12</u>	<u>\$29,319</u>	<u>\$30,675</u>	<u>\$31,749</u>	<u>\$32,702</u>	<u>\$33,683</u>

**Longevity**

<u>After Year 12</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 15</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 20</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 25</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>

\* 2005-06 scheduled salary is the average of Schedule A and Schedule B.  
See Schedule C on page 24

**Typist/Library Clerk  
12 Month**

<b>Step</b>	<b>05-06 Schedule A</b>	<b>05-06 Schedule B</b>	<b>06-07</b>	<b>07-08</b>	<b>08-09</b>
<u>1</u>	<u>\$24,957</u>	<u>\$26,112</u>	<u>\$27,026</u>	<u>\$27,837</u>	<u>\$28,672</u>
<u>2</u>	<u>\$25,330</u>	<u>\$26,501</u>	<u>\$27,429</u>	<u>\$28,252</u>	<u>\$29,099</u>
<u>3</u>	<u>\$25,704</u>	<u>\$26,893</u>	<u>\$27,834</u>	<u>\$28,669</u>	<u>\$29,529</u>
<u>4</u>	<u>\$26,154</u>	<u>\$27,364</u>	<u>\$28,321</u>	<u>\$29,171</u>	<u>\$30,046</u>
<u>5</u>	<u>\$26,600</u>	<u>\$27,831</u>	<u>\$28,805</u>	<u>\$29,669</u>	<u>\$30,559</u>
<u>6</u>	<u>\$27,049</u>	<u>\$28,300</u>	<u>\$29,291</u>	<u>\$30,170</u>	<u>\$31,075</u>
<u>7</u>	<u>\$27,650</u>	<u>\$28,929</u>	<u>\$29,942</u>	<u>\$30,840</u>	<u>\$31,765</u>
<u>8</u>	<u>\$28,479</u>	<u>\$29,797</u>	<u>\$30,840</u>	<u>\$31,765</u>	<u>\$32,718</u>
<u>9</u>	<u>\$29,079</u>	<u>\$30,424</u>	<u>\$31,489</u>	<u>\$32,434</u>	<u>\$33,407</u>
<u>10</u>	<u>\$29,751</u>	<u>\$31,127</u>	<u>\$32,217</u>	<u>\$33,184</u>	<u>\$34,179</u>
<u>11</u>	<u>\$30,423</u>	<u>\$31,831</u>	<u>\$32,945</u>	<u>\$33,933</u>	<u>\$34,951</u>
<u>12</u>	<u>\$35,137</u>	<u>\$36,763</u>	<u>\$38,049</u>	<u>\$39,190</u>	<u>\$40,366</u>

**Longevity**

<u>After Year 12</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 15</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 20</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 25</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>

\* 2005-06 scheduled salary is the average of Schedule A and Schedule B.  
See Schedule C on page 24

**Stenographer/Sr. Typist/Data Entry  
12 Month**

<b>Step</b>	<b>05-06 Schedule A</b>	<b>05-06 Schedule B</b>	<b>06-07</b>	<b>07-08</b>	<b>08-09</b>
<u>1</u>	<u>\$26,378</u>	<u>\$27,598</u>	<u>\$28,564</u>	<u>\$29,421</u>	<u>\$30,304</u>
<u>2</u>	<u>\$26,751</u>	<u>\$27,989</u>	<u>\$28,968</u>	<u>\$29,838</u>	<u>\$30,733</u>
<u>3</u>	<u>\$27,125</u>	<u>\$28,379</u>	<u>\$29,373</u>	<u>\$30,254</u>	<u>\$31,161</u>
<u>4</u>	<u>\$27,573</u>	<u>\$28,849</u>	<u>\$29,859</u>	<u>\$30,754</u>	<u>\$31,677</u>
<u>5</u>	<u>\$28,095</u>	<u>\$29,394</u>	<u>\$30,423</u>	<u>\$31,336</u>	<u>\$32,276</u>
<u>6</u>	<u>\$28,619</u>	<u>\$29,943</u>	<u>\$30,991</u>	<u>\$31,920</u>	<u>\$32,878</u>
<u>7</u>	<u>\$29,180</u>	<u>\$30,530</u>	<u>\$31,598</u>	<u>\$32,546</u>	<u>\$33,522</u>
<u>8</u>	<u>\$29,975</u>	<u>\$31,361</u>	<u>\$32,459</u>	<u>\$33,432</u>	<u>\$34,435</u>
<u>9</u>	<u>\$30,573</u>	<u>\$31,987</u>	<u>\$33,107</u>	<u>\$34,100</u>	<u>\$35,123</u>
<u>10</u>	<u>\$31,171</u>	<u>\$32,613</u>	<u>\$33,754</u>	<u>\$34,767</u>	<u>\$35,810</u>
<u>11</u>	<u>\$31,843</u>	<u>\$33,316</u>	<u>\$34,482</u>	<u>\$35,516</u>	<u>\$36,582</u>
<u>12</u>	<u>\$36,980</u>	<u>\$38,690</u>	<u>\$40,044</u>	<u>\$41,246</u>	<u>\$42,483</u>

**Senior Differential**

	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,100</u>	<u>\$1,200</u>
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**Longevity**

<u>After Year 12</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 15</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 20</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 25</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>

\* 2005-06 scheduled salary is the average of Schedule A and Schedule B.  
See Schedule C on page 24

**Account Clerk/Account Clerk Typists  
12 Month**

<b>Step</b>	<b>05-06 Schedule A</b>	<b>05-06 Schedule B</b>	<b>06-07</b>	<b>07-08</b>	<b>08-09</b>
<u>1</u>	<u>\$26,751</u>	<u>\$27,989</u>	<u>\$28,968</u>	<u>\$29,838</u>	<u>\$30,733</u>
<u>2</u>	<u>\$27,125</u>	<u>\$28,379</u>	<u>\$29,373</u>	<u>\$30,254</u>	<u>\$31,161</u>
<u>3</u>	<u>\$27,573</u>	<u>\$28,849</u>	<u>\$29,859</u>	<u>\$30,754</u>	<u>\$31,677</u>
<u>4</u>	<u>\$28,021</u>	<u>\$29,317</u>	<u>\$30,343</u>	<u>\$31,254</u>	<u>\$32,191</u>
<u>5</u>	<u>\$28,546</u>	<u>\$29,867</u>	<u>\$30,912</u>	<u>\$31,840</u>	<u>\$32,795</u>
<u>6</u>	<u>\$29,070</u>	<u>\$30,414</u>	<u>\$31,479</u>	<u>\$32,423</u>	<u>\$33,396</u>
<u>7</u>	<u>\$29,667</u>	<u>\$31,040</u>	<u>\$32,126</u>	<u>\$33,090</u>	<u>\$34,082</u>
<u>8</u>	<u>\$30,497</u>	<u>\$31,907</u>	<u>\$33,024</u>	<u>\$34,015</u>	<u>\$35,035</u>
<u>9</u>	<u>\$31,171</u>	<u>\$32,613</u>	<u>\$33,754</u>	<u>\$34,767</u>	<u>\$35,810</u>
<u>10</u>	<u>\$31,843</u>	<u>\$33,316</u>	<u>\$34,482</u>	<u>\$35,516</u>	<u>\$36,582</u>
<u>11</u>	<u>\$32,593</u>	<u>\$34,100</u>	<u>\$35,294</u>	<u>\$36,353</u>	<u>\$37,443</u>
<u>12</u>	<u>\$37,756</u>	<u>\$39,503</u>	<u>\$40,886</u>	<u>\$42,112</u>	<u>\$43,376</u>

**Senior Differential**

<u>\$900</u>	<u>\$1,000</u>	<u>\$1,100</u>	<u>\$1,200</u>
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**Longevity**

<u>After Year 12</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 15</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 20</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<u>After Year 25</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>

\* 2005-06 scheduled salary is the average of Schedule A and Schedule B.  
See Schedule C on page 24

**Library Clerk/Typist**

**Hourly**

<b>Step</b>	<b>05-06 Schedule A</b>	<b>05-06 Schedule B</b>	<b>06-07</b>	<b>07-08</b>	<b>08-09</b>
<u>1</u>	<u>\$12.00</u>	<u>\$12.55</u>	<u>\$12.99</u>	<u>\$13.38</u>	<u>\$13.78</u>
<u>2</u>	<u>\$12.18</u>	<u>\$12.74</u>	<u>\$13.18</u>	<u>\$13.58</u>	<u>\$13.98</u>
<u>3</u>	<u>\$12.36</u>	<u>\$12.93</u>	<u>\$13.38</u>	<u>\$13.78</u>	<u>\$14.19</u>
<u>4</u>	<u>\$12.57</u>	<u>\$13.15</u>	<u>\$13.61</u>	<u>\$14.02</u>	<u>\$14.44</u>
<u>5</u>	<u>\$12.79</u>	<u>\$13.38</u>	<u>\$13.85</u>	<u>\$14.27</u>	<u>\$14.69</u>
<u>6</u>	<u>\$13.00</u>	<u>\$13.60</u>	<u>\$14.08</u>	<u>\$14.50</u>	<u>\$14.94</u>
<u>7</u>	<u>\$13.29</u>	<u>\$13.91</u>	<u>\$14.39</u>	<u>\$14.82</u>	<u>\$15.27</u>
<u>8</u>	<u>\$13.69</u>	<u>\$14.33</u>	<u>\$14.83</u>	<u>\$15.27</u>	<u>\$15.73</u>
<u>9</u>	<u>\$13.98</u>	<u>\$14.62</u>	<u>\$15.13</u>	<u>\$15.59</u>	<u>\$16.06</u>
<u>10</u>	<u>\$14.30</u>	<u>\$14.96</u>	<u>\$15.49</u>	<u>\$15.95</u>	<u>\$16.43</u>
<u>11</u>	<u>\$14.63</u>	<u>\$15.30</u>	<u>\$15.84</u>	<u>\$16.31</u>	<u>\$16.80</u>
<u>12</u>	<u>\$16.89</u>	<u>\$17.67</u>	<u>\$18.29</u>	<u>\$18.84</u>	<u>\$19.50</u>

\* 2005-06 scheduled salary is the average of Schedule A and Schedule B.  
See Schedule C on page 24

**Schedule C\***

<b>Step</b>	<b>Hourly</b>	<b>Typist/Library Clerk</b>	<b>Typist/Library Clerk</b>	<b>Sr. Typist</b>	<b>Account Clerk/Account Clerk Typists</b>
		<b>10 Month</b>	<b>12 Month</b>	<b>12 Month</b>	<b>12 Month</b>
<u>1</u>	<u>\$12.27</u>	<u>\$21,327</u>	<u>\$25,534</u>	<u>\$26,988</u>	<u>\$27,370</u>
<u>2</u>	<u>\$12.46</u>	<u>\$21,646</u>	<u>\$25,916</u>	<u>\$27,370</u>	<u>\$27,752</u>
<u>3</u>	<u>\$12.65</u>	<u>\$21,959</u>	<u>\$26,298</u>	<u>\$27,752</u>	<u>\$28,211</u>
<u>4</u>	<u>\$12.86</u>	<u>\$22,343</u>	<u>\$26,759</u>	<u>\$28,211</u>	<u>\$28,669</u>
<u>5</u>	<u>\$13.09</u>	<u>\$22,728</u>	<u>\$27,215</u>	<u>\$28,744</u>	<u>\$29,207</u>
<u>6</u>	<u>\$13.30</u>	<u>\$23,108</u>	<u>\$27,675</u>	<u>\$29,281</u>	<u>\$29,742</u>
<u>7</u>	<u>\$13.60</u>	<u>\$23,623</u>	<u>\$28,289</u>	<u>\$29,855</u>	<u>\$30,353</u>
<u>8</u>	<u>\$14.01</u>	<u>\$24,373</u>	<u>\$29,138</u>	<u>\$30,668</u>	<u>\$31,202</u>
<u>9</u>	<u>\$14.30</u>	<u>\$24,876</u>	<u>\$29,752</u>	<u>\$31,280</u>	<u>\$31,892</u>
<u>10</u>	<u>\$14.63</u>	<u>\$25,450</u>	<u>\$30,439</u>	<u>\$31,892</u>	<u>\$32,579</u>
<u>11</u>	<u>\$14.97</u>	<u>\$26,024</u>	<u>\$31,127</u>	<u>\$32,579</u>	<u>\$33,346</u>
<u>12</u>	<u>\$17.28</u>	<u>\$29,997</u>	<u>\$35,950</u>	<u>\$37,835</u>	<u>\$38,630</u>

\*the average of Schedule A and Schedule B for the 05/06 school year