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#### **Contract Database Metadata Elements**

Title: **Lackawanna City School District and Lackawanna Competitive Educational Secretaries Association (2012)**

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Union: **Lackawanna Competitive Educational Secretaries Association**

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Sec 1 542.2

**AGREEMENT**

**between**

**LACKAWANNA CITY SCHOOL DISTRICT**

**and**

**THE  
LACKAWANNA COMPETITIVE EDUCATIONAL SECRETARIES ASSOCIATION**

**July 1, 2012 – June 30, 2018**

THIS AGREEMENT, made this \_\_\_\_ day of January 2016 by and between the Lackawanna City School District, via its Board, hereinafter referred to as either the Board or the District, and the Lackawanna Competitive Educational Secretaries Association, hereinafter referred to as the Secretaries.

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages, terms and conditions of employment to be observed by the parties hereto;

"It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of the law or the law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval."

NOW THEREFORE, it is mutually agreed as follows:

#### ARTICLE I RECOGNITION

This Agreement covers each permanent, full-time (hereinafter called "regular") employee, employed by the employer to perform the duties in the competitive positions of senior typist, typist, account clerk-steno, account clerk-typist, bookkeeping machine operator, and part-time clerk.

101 RECOGNITION

The Board recognizes the Lackawanna Competitive Educational Secretaries as the "exclusive" bargaining agent for all such employees of the City School District of the City of Lackawanna, but excluding all other employees not classified as full-time or part-time employees and those people who are designated as management and confidential employees under Article 14, Section 214 of the Public Employee Fair Employment Act.

102 DEDUCTION OF ASSOCIATION DUES

The School District shall deduct monthly from the wages of all employees and remit to the financial officer of the union, the regular membership dues or an agency fee from non-members.

103 SAVE HARMLESS CLAUSE

The union hereby agrees to hold the School District harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

104 SECRETARIAL RIGHTS

The Secretaries shall have the right to post notices of activities and matters of secretarial concern on bulletin boards that are provided in each school building.

Seniority lists shall be updated and provided to each member of the unit at the beginning of each school year.

105 SECRETARY'S PERSONAL FILE

Each Secretary shall have the right in his/her personal file as follows:

- a. The right, upon request, to review the contents of his/her file, exclusive of confidential references;
- b. The right to have a representative of the union, or an officer of the union, present during such review;
- c. The right to have reproduced for his/her own use, any document contained in the file other than a confidential reference;

d. The right to submit rebuttal material for inclusion in the file may be made within ten (10) working days after material has been placed in his/her file.

## **ARTICLE II RETIREMENT**

### **201     RETIREMENT PLAN**

The employer shall continue to provide the present retirement plan (75I) of the New York State Retirement System, known as the "20 Year Career Plan" and the "Sick Leave Rider," Section 41J.

The employer shall provide the \$20,000 "Death Benefit Rider," Section 60B.

### **202     FINAL YEAR OF SERVICE - 6TH STEP PLACEMENT**

District will pay thirty percent (30%) to each individual secretary of the unused sick leave up to a maximum of 210 days at the time of retirement or June 30, whichever comes first.

### **203     RETIREE HEALTH INSURANCE**

a. The District will pay an equal amount to the cost of the single premium for health insurance of Independent Health Gold with the \$7.00 co-pay generic prescription plan (premium set on date of signing) for LCES members who retire over the life of the Contract until they attain the age of 65, provided that:

- (1) The member must have a minimum of 15 years of service in the District;  
and
- (2) The member has accumulated a minimum of 120 sick leave days at the time of retirement.

b. The member may enroll in any health insurance plan offered by the District, but any additional costs from the plan described above will be borne by the member.

## **ARTICLE III SICK LEAVE DAYS**

### **301     PERSONAL ILLNESS (12-MONTH)**

A twelve (12) month secretary shall earn a total of thirteen (13) sick leave days per year. Such days shall be allowed to accumulate up to a total of two hundred ten (210) days. Sick leave days shall be credited as of the first day of the school year.

### **302     PERSONAL ILLNESS (10-MONTH)**

A ten (10) month secretary shall earn a total of eleven (11) sick leave days per year. Such days shall be allowed to accumulate up to a total of two hundred ten (210) days. Sick leave days shall be credited after the first work day of the school year.

### **303     PHYSICIAN'S CERTIFICATE**

After five (5) consecutive days of illness, the employee may be required to provide a physician's certificate and may be required to be cleared for duty by a physician unless such requirement is waived by the Superintendent of Schools.

### **304     PHYSICIAN'S EXAMINATION**

This section shall in no way restrict the right of the Board to have any employee examined by a school-appointed physician (the cost to be paid for by the School District) nor the right to require a physician's certificate from any employee after the first day of absence where there are indications of sick leave abuse.

305 NOTIFICATION IN WRITING OF ACCRUED SICK LEAVE

Employees will be notified in writing of the number of sick leave days accrued at the beginning of the school year.

306 SICK LEAVE INCENTIVE (12 MONTH)

A twelve (12) month secretary eligible for sick leave days who is absent three (3) days or less during any year will be credited with an additional three (3) days to be added to their accumulated sick leave at the beginning of the next school year.

307 SICK LEAVE INCENTIVE (10 MONTH)

Ten (10) month secretaries eligible for sick leave days who are absent two (2) days or less during any year will be credited with an additional two (2) days to be added to their accumulated sick leave at the beginning of the next school year.

308 ILLNESS IN IMMEDIATE FAMILY

Upon authorization from the Superintendent of Schools, accumulated sick leave days may be charged against absence due to illness in the immediate family.

The number of days that may be used for such illness in the immediate family shall be limited and shall, in any event, not exceed five (5) days in any one (1) year unless additional authorization is received from the Superintendent of Schools. Any absence taken under this Section must be verified by a physician's certificate.

Immediate family shall be defined as follows: spouse, child or foster child, parent, relative living in the employee's household.

309 SICKNESS DURING WORKING HOURS

An employee who is authorized to leave work due to illness after working more than one-half (1/2) of his/her scheduled work day, shall be paid for the hours worked with no deduction from his/her sick leave. An employee who works less than one-half (1/2) of his/her scheduled work day shall be paid for the hours worked plus a full scheduled day with one (1) day deduction from his/her sick leave. (Such time shall be paid at the regular rate of pay and shall not be considered as overtime nor allowed to occur more than twice in any given month.)

Sick leave days may be taken in one-half (1/2) day increments.

310 ABSENCE DUE TO INJURY

Whenever a secretary is absent from work as a result of personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid at his/her regular compensation rate for up to four (4) months leave with no deduction from his/her accumulated sick leave.

Any compensation reimbursement will be consigned to the School District by the insuring agent while the secretary is receiving full pay. During the summer months, only compensation payment will be paid to the ten (10) month secretary.

After the four (4) months, the secretary may draw upon his/her accumulated sick leave.

The School Board reserves the right to designate a doctor to examine the secretary, for purposes of determining the secretary's ability to work.

311 TIME OFF TO VISIT DOCTOR

A secretary shall have the right to visit his/her doctor for treatment of a job-connected injury without loss of pay. Such time off shall be limited to four (4) hours unless otherwise authorized by the Superintendent of Schools.

The employee must notify his/her immediate supervisor of the pending dates and time of appointment and such employee must make every effort to return to work as soon as possible after the appointment. All employees covered by this section may be required to verify such

appointments by proper statements from the doctor indicating the time and date of such appointment with acknowledgment by the doctor that such appointment was fulfilled by the employee.

312 ABSENCE UNDER SPECIAL CONDITIONS

Official Business - absence for official School District business upon recommendation by the Superintendent and approval by the Board will be with full pay.

**ARTICLE IV**  
**PERSONAL BUSINESS DAYS**

401 URGENT PERSONAL BUSINESS

All secretaries shall receive three (3) days non-accumulated personal leave for personal business.

402 NATURE OF BUSINESS

Personal leave shall be deemed to be business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.

403 REASON FOR PERSONAL DAY

Written reason for a personal leave day shall be made to the Principal or Supervisor at least three (3) days prior to the day of leave except in a case of emergency wherein the Superintendent may waive the three (3) day notice.

404 PERSONAL DAY PRIOR TO OR AFTER HOLIDAY

The personal day shall not apply on the day before or the day after a holiday unless approved by the Superintendent of Schools.

405 APPROVAL

Approval for personal leave request may be disapproved by the Superintendent when the number of personal business leave requests falling on any one (1) day, endangers the proper function of the school. Approval for a personal business leave day shall not be unreasonably withheld.

406 UNUSED PERSONAL DAY

Any unused personal days shall be added to the employee's accumulated sick leave at the beginning of the following school year.

407 ONE-HALF PERSONAL DAY

Personal leave days may be taken in one-half (1/2) day sequence (3.75 hrs.).

408 GRADUATION

A secretary may be granted one (1) day leave of absence with full pay to attend his/her college graduation, and/or the graduation of a spouse or child from college or professional school of the same level of education as college level.

409 ADDITIONAL TRAVEL TIME

If travel time is required, an employee may take up to two (2) days, deducted from sick leave, but with prior approval from the Superintendent.

410 JURY DUTY

A secretary who is summoned for and serves as a juror or is subpoenaed for and serves as a witness in court action in which the secretary is not a party, will be granted a paid leave of absence for said purposes.

Upon condition of such service, the employee shall be required when feasible, to perform the duties of his/her position of employment. An employee must be scheduled to work during the scheduled jury duty hours to be paid.

- 411     MILITARY SERVICE  
Section 243 of the Military Law, State of New York, shall govern all military leaves.
- 412     GENERAL PROVISIONS FOR EXTENDED LEAVE  
Sick days accumulated prior to an extended leave of absence approved by the Board shall be credited upon return to full time duty. Salary increments or accumulations of benefits will not be credited during the period of approved extended leave.
- 413     DEATH IN THE IMMEDIATE FAMILY  
A secretary shall be granted up to five (5) consecutive work days at regular pay to attend the funeral of a spouse, brother, sister, child, foster child, grandchildren, parent, father-in-law or mother-in-law, son-in-law or daughter-in-law.
- 414     ADDITIONAL TIME  
If additional time is needed, employees may, upon approval of the Superintendent, take up to five (5) additional days to be deducted from her accumulated sick leave.
- 415     OUTSIDE IMMEDIATE FAMILY  
A secretary shall be granted up to three (3) consecutive days at regular pay for death of a grandparent, brother-in-law, or sister-in-law.
- 416     ONE DAY FUNERAL LEAVE  
A secretary shall be granted one (1) day at full pay for the death of an uncle, aunt, niece or nephew, (blood relative) and/or spouse of same.
- 417     SCHEDULE TO WORK  
An employee must be scheduled to work in order to be paid for such days.
- 418     ATTENDANCE AT FUNERAL  
With the exception of Section 413, the leave shall terminate at the end of the day of the funeral. The employee must attend the funeral to be granted the allotted time off and submit proof of the same (ex: funeral notice out of the paper) to the Superintendent of Schools.
- 419     LEAVE OF ABSENCE  
1.     Eligibility requirements - Employees upon receiving authorization or approval from the Board shall be eligible for leaves of absences after six (6) months service with the employer.
2.     Application for leaves - Any request for a leave of absence shall first be submitted in writing by the employees to their immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off as per Civil Service Law.
- 420     MATERNITY LEAVE  
A pregnant employee shall be granted a leave of absence for a period not to exceed one (1) year under the following conditions:
- a.     Period of leave shall be without pay or accumulation of benefits, with the exception of hospitalization which may be continued by agreement with the employee paying the cost thereof during the leave period.
- b.     Application for leave must be in writing no later than the end of the third month of pregnancy and must be accompanied by her physician's statement including:
1.     Expected date of confinement;
2.     Expected date beyond which the employee should work;

3. Certification of the employee's health and verification that she can perform her usual duties and such performance will not be harmful to her or her unborn child;
4. Upon request of the employee, with written approval of her physician, she may be reinstated before the expiration of the year, subject to the concurrence of the Superintendent;
5. Unless an extension is requested and granted by the Board, the employee shall either return to service at the end of the leave period or employment shall be considered terminated;
6. An employee not on a maternity leave may use her sick leave days for that period of time in which said employee is totally disabled and could not have performed the requirements of the job.

The use of such sick leave days must be verified by the attending physician and shall be subject to verification by the school doctor.

## ARTICLE V SALARY

### 501 SALARY SCHEDULE

Current employees in this unit, hired prior to the contract signing, shall receive a one-time \$1,500 stipend upon the ratification of the contract.

Current employees hired prior to contract signing, shall receive a wage increase retroactive to July 1, 2015 for the school year 2015-2016, a wage increase effective July 1, 2016 for the school year 2016-2017, a wage increase effective July 1, 2017 for the 2017-2018 school year. The 2015-2016 through 2017-2018 salary rates for employees hired prior to July 1, 2006 are set forth in Appendix A-1 through A-3. The 2015-2016 through 2017-2018 salary rates for employees hired after July 1, 2006 are set forth in Appendix B-1 through B-3.

Secretaries shall move on the step schedule on their anniversary date.

### 502 LONGEVITY

Secretaries shall be entitled to a longevity increment on the anniversary date of employment or pro-rated in the year of retirement as indicated on Appendix A and Appendix B.

Longevity payments are to be paid on or about the employee's anniversary date in lump sum payment. The payment date shall be within thirty (30) days of the anniversary date.

"Anniversary date" shall mean the employee's first date of hire or rehire, if his/her employment was interrupted for a period of time exceeding three (3) years.

### 503 PAYCHECKS

Secretaries shall receive 26 equal paychecks during the school's fiscal year. There shall be no advanced pay. The District shall provide the secretaries with the option of Direct Deposit of paychecks with employee designated banks.

### 504 PROFESSIONAL DEVELOPMENT

If a secretarial/clerical employee attends classes and/or training, the District will reimburse the employee with the cost of the tuition and any required travel expense (mileage). Prior approval of the Superintendent is required.

### 505 EARNED DEGREE INCENTIVE

Each Secretarial/Clerical employee who obtains a degree from an accredited institution of higher learning shall receive annual education incentive pay as follows:



Associated Degree	\$250.00 annual
Bachelor of Science/Arts	\$625.00 annual

Education incentive pay shall apply for all fields of study provided that the degree has been conferred through an accredited college or university.

A copy of the certificate or degree will be placed in the employees personnel file.

An employee who has received an annual \$250.00 incentive upon receipt of their Associated Degree and subsequently earns a Bachelor of Science/Arts degree will receive a total annual stipend of \$625.00.

Education incentive pay will be paid on employee's anniversary date.

## **ARTICLE VI VACANCIES**

### **601     COMPETITIVE POSITIONS**

It is agreed that all vacancies of competitive positions or newly created positions within the bargaining unit are to be filled with qualified personnel in accordance with Civil Service Law.

### **602     POSTING**

All vacancies in competitive positions or newly created positions within the bargaining unit shall be posted in every building setting forth a description of and the qualifications for the position including the duties, hours, salary, and location.

There shall be an internal posting for 10 days. Each qualified employee shall receive an interview and a reply to their application.

### **603     POSTING PERIOD**

Posting shall be for a period of at least ten (10) consecutive days prior to filling the position.

### **604     JOB REDUCTION AND RECALL**

a. Job reduction and recall shall comply with Civil Service Law for all competitive class employees.

b. The School District shall utilize the recall list in filling any vacancy within the job classification.

### **605     SENIORITY LIST**

The School District shall provide a seniority list within each competitive classification which shall be posted for a period of thirty (30) days. The District shall make every effort to post this seniority list by November 1st of each year; however, in no event shall such posting be made later than December 1<sup>st</sup>. Employees may request a review of their standing on such list within the posting time period.

### **606     REINSTATEMENT**

Thereafter, the list shall be considered correct and will be utilized as the seniority list for that school year on matters pertaining to the question of seniority standing.

When an employee is reinstated from a higher position to a lower position in which the employee held prior to moving into the higher position, such employee shall receive credit towards step placement in the lower position for the years of service worked in the higher position. (The total service time of both the higher and the lower position shall be used to determine the step placement at the lower position on a demotion or reduction of work force.)

607 NOTICE OF TRANSFER

It is agreed that when an employee is to be transferred into another school building, the employee shall be notified in writing as soon as possible and under normal circumstances within a three (3) day notice period.

**ARTICLE VII  
HEALTH AND LIFE INSURANCE**

701 HEALTH INSURANCE PLANS

*For District employees hired prior to July 1, 2006:*

The School District shall provide NY44 Health Benefits Trust, Plan A and will pay the full premium for all eligible regular full-time employees.

Beginning July 1, 2016 the School District will pay 98.25% of the premium for all eligible regular full-time employees hired prior to July 1, 2006.

Beginning July 1, 2017 the School District will pay 97.75% of the premium for all eligible regular full-time employees hired prior to July 1, 2006.

The School District will continue the Genworth Dental Plan (formerly GE) which shall include a rider providing coverage for dependent students through age 25 providing there is no additional cost to the District.

*For employees hired after July 1, 2006:*

The same Health Insurance is available at a contribution rate of 20% to employees hired after July 1, 2006.

Dental Insurance is not available to employees hired after July 1, 2006. The District will however, in lieu of Dental Insurance pay the employee \$400 annually (second pay in June), which can be used for whatever purpose the employee chooses, including a flex benefit plan.

702 DOUBLE COVERAGE - (CHOICE OF HEALTH PLANS)

If a regular full-time employee is covered by a spouse under a health contract other than the Lackawanna School District Contract, then that person shall have the option of the better health insurance program of the District's or the spouse's. If, at some later time, an employee ceases to be covered by a spouse's health insurance plan, then that employee may be considered eligible for coverage under the Lackawanna School District Plan (~~Traditional Blue~~).

703 NO DOUBLE COVERAGE

The School District shall under no circumstances, be required to provide health insurance coverage on an employee covered elsewhere or under another health insurance (no double coverage shall be allowed) unless the option provided in Section 702 above.

If a secretary elects not to participate in the District's health care plan, he/she will be reimbursed 25% of the District's cost of the plan not to exceed \$1000.

704 AGE 65 OR OVER

Employees 65 years of age or older must utilize coverage under Medicare in conjunction with the District's plan.

705 OPTICAL PLAN

The optical plan has been discontinued. Employees may use their self-funded flex plan for Optical Expenses. (see 707)

706 LIFE INSURANCE POLICY

The District shall provide a \$20,000 group term life insurance policy (convertible to self-pay upon retirement or separation from District) .

707 FLEXIBLE SPENDING PLAN

Employees may establish a self-funded flexible spending account with pre-tax dollars. The flex plan is self funded by employees however the District will administer the plan and any associated costs.

**ARTICLE VIII  
WORK SCHEDULE**

801 NORMAL WORK DAY

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workday will be seven and one-half (7 1/2) consecutive work hours including a sixty (60) minute lunch period.

802 NORMAL WORK WEEK

For the purposes of determining application of an employee's regular compensation rate, the employee's normal work schedule will be thirty-seven and one-half (37 1/2) hours.

803 TIME CLOCK

A secretary who is late between one (1) and six (6) minutes in the morning only, may be permitted to make up her time at the end of the workday in which she was late up to a maximum of six (6) minutes. If a secretary chooses not to make up the time, she will be docked for the exact time missed.

Secretaries will no longer punch in or out on the time clock. They shall report their work hours on a bi-weekly time sheet.

804 SCHOOL WORK PERIOD

A normal work period for all ten (10) month employees shall be September 1st through June 30th.

For the consideration of additional days off (Section 901) during the Christmas recess, Easter recess and at the end of the school year, the 10-month secretaries agree to start work a maximum of four (4) days prior to September 1st and a maximum of three (3) days after graduation for whatever reasons, provided graduation occurs on the Sunday subsequent to the last day of school.

The 10-month employees shall be off the Christmas and Easter recesses as the students' calendar dictates.

805 SUMMER HOURS

Summer hours shall begin with the first Monday following the last day of student attendance in June through the last work day of August with the starting time of 8:00 a.m. to 3:00 p.m. including a thirty (30) minute lunch period.

These hours shall also apply to the Winter, President's Week and Spring recesses.

It is understood under the conditions of summer hours that some regular employees may be required to continue on the regular work schedule if it becomes necessary to maintain the regular working schedule or to have someone on stand-by duty for the balance of the regular work schedule.

806 REGULAR COMPENSATION RATE

An employee's regular compensation rate, as stated in Appendices "A" and "B" of this Agreement will apply to all work time up to thirty-seven and one-half (37 1/2) hours in a work week.

807 PREMIUM RATE: OVERTIME WORK

An employee's compensation for actual work exceeding the 37.5 hours in a work week will be 1.5 times the employee's regular compensation rate or, by mutual agreement with employer, receive compensatory time. The additional time may be incurred either prior to or after the regular workday with the approval of the Superintendent.

808 CALL BACK

A secretary called back to work after completion of his/her day or regular scheduled workweek shall be guaranteed a minimum of four (4) hours pay. It is expected that the employee will perform a full four (4) hours of work for the guarantee of a minimum number of hours.

810 REGULAR EMPLOYEE DEFINITION

A regular employee is an employee covered by this agreement who is employed on a regular permanent basis to work a normal workweek. A regular full-time employee will receive full fringe benefits as outlined in this agreement.

811 PROBATIONARY PERIOD

Section 80 of the Civil Service Law shall apply.

812 SENIORITY: DEFINITION

Section 80 of the Civil Service Law shall apply.

813 SENIORITY: ACCRUAL AND ACQUISITION

Section 80 of the Civil Service Law shall apply.

814 SENIORITY: LOSS OF SENIORITY

Section 80 of the Civil Service Law shall apply.

**ARTICLE IX  
HOLIDAYS**

901 SCHEDULE

All regular full-time employees shall be granted the following holidays with pay in accordance with the provisions of this article:

New Year's Day	*Election Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
Columbus Day	

A secretary shall also have his/her birthday as a floating holiday with the approval of his/her supervisor.

\* Secretaries will receive this day off as a regularly prescribed holiday only when the BOCES calendar and/or the District recognizes it as a day in which the teachers are off.

The 10-month employees shall be off the Christmas and Easter Recesses as the students' calendar dictates.

When Spring Recess is not connected to the Easter Holiday members will receive Good Friday and Easter Monday as days off with pay, plus, 3 days designated by the Superintendent during the week designated as Spring Recess on the BOE adopted school calendar.

When Spring Recess is connected to the Easter Holiday members will receive five (5) paid days off during the Spring Recess week on the BOE adopted school calendar. The schedule of paid days off will be designated by the Superintendent of Schools.

If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If any holiday falls on a Sunday, the following Monday shall be observed as the holiday. However, when there is a conflict between the school calendar and this paragraph, the school calendar shall prevail.

902 PREMIUM PAY

Employees who are required to work on one of the above holidays shall be paid at the rate of time and one-half (1 1/2) for the hours worked in addition to the holiday pay.

Snow days are to be counted as holidays for those who work.

903 VACATION WEEK

When one of the above holidays as listed occurs during a vacation week, the employee shall be granted one (1) additional day.

904 HOLIDAYS - 10 MONTH EMPLOYEES

Ten (10) month secretaries will receive only those holidays listed which fall within their work schedule.

905 BOARD HOLIDAY

At such time as the Board of Education should declare a Board holiday and when such Board holiday is intended to release the employees from their work schedule, it shall also imply that the Board shall retain the authority to require some employees to work without additional compensation in order that the proper function or operation of the schools would be maintained.

At such time, if a sufficient number of qualified employees do not volunteer for such duty, the Board may assign qualified employees to fulfill such necessary duties without additional compensation.

When secretaries are requested or required to work on declared Board holidays, they will receive a compensatory day for each Board holiday they work. The use of this day will require adherence to the same restrictions placed upon a personal day.

**ARTICLE X  
VACATIONS**

1001 VACATION SCHEDULE

Secretaries employed twelve (12) months shall be granted vacation with pay according to the following schedule:

Length of Service	Vacation Period
After 1 year of service	5 work days
2 years of service	10 work days
5	15 work days
6	16 work days
7	17 work days
8	18 work days
9	19 work days
10	20 work days
11	20 work days
12	21 work days
13	21 work days
14	22 work days
15	23 work days

16  
17+

24 work days  
25 work days

Vacation leave days may be taken in one-half (1/2) day segments, with the prior written approval of the immediate supervisor and provided the Superintendent does not render his/her written disapproval. Approval for vacation leave days shall not be unreasonably withheld.

1002 SAVING VACATION TIME

Each employee may carry over from one year to the next year up to a maximum of five (5) days by written application and approval from the Superintendent of Schools. The Superintendent of Schools will give written response to the request within five (5) working days of receipt of the applicant's request. Written approval must be obtained from the Superintendent prior to the employee's anniversary date. Any vacation days carried over to the following year must be used in that year or they will be deemed lost.

**ARTICLE XI  
TITLES AND DUTIES**

1101 OFFICIAL TITLES

The titles and duties that are on file with the Civil Service Commission for the various positions within the School District are considered to be the official titles and duties.

1102 NEW YORK STATE CIVIL SERVICE LAW COVERAGE

All secretaries shall be covered under the New York State Civil Service Law.

**ARTICLE XII  
TIME OFF FOR UNION BUSINESS**

1201 TIME OFF FOR UNION BUSINESS

The Board agrees to pay the Association members for grievance meetings providing they are called by the Superintendent or the Board, during the member's regular work shift. All other time taken off to handle union affairs or business during scheduled work hours shall not be paid for by the School District.

The Board agrees to pay the Association President and no more than two (2) members who are involved in PERB Pre-Hearing and Arbitration Hearings that take place during the member's regular work shift.

1202 EXCEPTIONS

The only exception to the above rule shall be the right of any member to process a grievance at the first step of the grievance procedure.

**ARTICLE XIII  
GRIEVANCE PROCEDURE**

1301 PURPOSE

It is the purpose of this procedure to secure, at lowest possible administrative level, equitable solutions to grievances of secretaries through procedure under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board and its employees are afforded adequate opportunity to dispose of the differences without the necessity of time consuming and costly proceedings, before administrative agencies and/or the courts.

1302 DEFINITIONS

As used herein, the following terms shall have the following meaning:

1. "Secretaries" shall mean any person directly employed by the Lackawanna School District and covered by this Agreement.

2. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

3. "Supervisor" shall mean an employee or officer on a higher level of authority above the employee in the Department wherein the grievance exists and who assigns and supervises the employee's work and approves their time record or evaluates their work performance.

4. "Days" shall mean all days other than Saturday, Sunday and holidays; Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action may be taken or notice given within the terms of this regulation.

5. A grievance is barred or voided if it is not submitted within the specified time limits at which this Agreement permits the grievance to be submitted. If a grievance is not answered within the specified time limit, it may be appealed to the next higher step as though it had been answered on the last allowable day. If a grievance is not appealed within the specified time limit, it shall be deemed to have been satisfied by the last answer given.

All written grievances shall include:

1. The name and position of the aggrieved party;
2. The identity of the provision agreement involved;
3. The time when and the place where the alleged events or conditions constituting the grievance occurred;
4. A general statement of the nature of the grievance and redress sought.

Except for informal decisions as Step I, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.

In any event, a grievance to be considered must be filed in writing with the immediate supervisor on a mutually agreed form, within fifteen (15) working days after the date on which the facts or events upon which such alleged grievance is based shall have existed.

The grievant shall not resort to litigation until the grievance procedure has been exhausted.

### 1303 PROCEDURES

#### STEP I - IMMEDIATE SUPERVISOR

a. An employee having a grievance shall discuss it with the immediate Supervisor, either directly or through a representative of the Association with the objective of resolving the matter informally.

b. If the grievance is not resolved informally, it shall be reduced to writing within ten (10) days and presented to the immediate supervisor. Within ten (10) days after the written grievance is presented, the immediate supervisor shall render a decision thereon in writing.

#### STEP II - SUPERINTENDENT OF SCHOOLS

a. If the employee initiating the grievance is not satisfied with the written decision at Step I and wishes to proceed further under this grievance procedure, the employee shall within five (5) days after having received the written decision, file a written appeal to the Superintendent.

b. Within ten (10) days after the grievance is presented to him/her, the Superintendent or his/her representative shall render a decision thereon in writing.

#### STEP III - BOARD OF EDUCATION

a. If the employee initiating the grievance is not satisfied with the written decision at Step II and wishes to proceed further under this grievance procedure, the employee shall within five (5) days after receiving the written decision, file a written appeal to the Board of Education for its consideration.

b. Within twenty (20) days of the receipt of the appeal, the Board of Education or its representative shall hold a hearing on the grievance and within ten (10) days of the conclusion of the hearing, shall render a decision in writing.

#### STEP IV - ARBITRATION

a. If the aggrieved party is not satisfied with the decision at Step III and wishes to proceed further under this grievance procedure, the matter shall within ten (10) days be referred directly to the Public Employment Relations Board for the appointment of an arbitrator.

b. The selected arbitrator shall hear the matter promptly and shall limit the decision strictly to the interpretation and application of the provisions of this agreement.

c. The decision of the arbitrator will be restricted to whether a violation of the agreement exists and if a violation is found, he/she shall have authority to interpret and apply the provisions of this agreement, but he/she shall not have authority to alter in any way any of the provisions of this agreement nor can the arbitrator substitute his/her judgment for that of the Board of Education.

d. Except as expressly provided for in this agreement, an award by an arbitrator in respect to any grievance submitted to him/her shall not be made retroactive beyond the date on which such grievance was first presented for consideration in the procedure herein set forth. Such decision shall be rendered within thirty (30) days.

e. The decision of the arbitrator shall be final and binding upon all parties.

f. The cost and expenses for the services of the arbitrator, if any, shall be borne equally by the parties.

#### ARTICLE XIV MANAGEMENT RIGHTS

##### 1401 RIGHTS, AUTHORITY AND RESPONSIBILITY

Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibility possessed by the Board of Education are retained by it, including, but not limited to, the right to determine the mission, purpose, objectives and policies of the Board to determine the facilities, methods, means and number of personnel required to conduct Board programs; to administer the examination, selection, recruitment or transfer of employees, pursuant to the law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing employees in accordance with law and the provisions of this agreement.

#### ARTICLE XV EFFECTIVE DATE AND DURATION

##### 1501 AGREEMENT

This Agreement except as otherwise stated, will be effective from July 1, 2012 and will remain effective through and including June 30, 2018.

##### 1502 CONFORMITY TO LAW

If any of the Agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law, however, all other provisions of this Agreement shall continue in full force and effect.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departures from any provision of this Agreement of the negotiating unit shall be construed a continuing waiver of the right to enforce any provision.

The School District and the Association hereby agree that this Agreement constitutes the entire Agreement between the parties and that any provisions heretofore made and provided which are not specifically covered herein are rendered void.

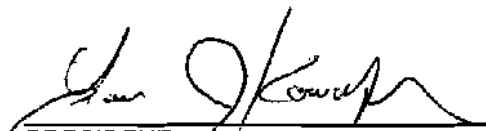


TERMINATION


This Agreement will terminate 12:01 a.m. July 1, 2018. Either party may deliver to the other party no later than February 1, 2018 a letter of intent to modify this Agreement and to submit proposals on its behalf. The parties shall meet no later than February 15, 2018 to commence negotiations for a new Agreement.

IN WITNESS HEREOF, the parties hereto have set their hands this 12<sup>th</sup> day of January, 2016.

Date 1/14/16

  
PRESIDENT  
Lackawanna Competitive Educational  
Secretaries Association

Date 1/14/16

  
SUPERINTENDENT OF SCHOOLS  
Lackawanna City School District

**2015-2016****Appendix A -1**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Typist (12 Month)	\$ 38,535	\$ 39,540	\$ 41,053	\$ 42,063	\$ 43,049
Senior Typist (10 Month)	\$ 32,117	\$ 32,950	\$ 34,211	\$ 35,052	\$ 35,875
Account Clerk Steno (12 Month)	\$ 38,535	\$ 39,540	\$ 41,053	\$ 42,063	\$ 43,049
Account Clerk Typist (12 Month)	\$ 38,535	\$ 39,540	\$ 41,053	\$ 42,063	\$ 43,049
Account Clerk Typist (10 Month)	\$ 32,117	\$ 32,950	\$ 34,211	\$ 35,052	\$ 35,875
Typist (12 Month)	\$ 33,046	\$ 34,308	\$ 35,562	\$ 36,824	\$ 38,076
Part-Time Clerk		\$17.70	per hour		
Longevity	6th Year	1062		20th Year	4556
	10th Year	2368		25th Year	5704
	15th Year	3666		27th Year	6464

**2016-2017****Appendix A -2**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Typist (12 Month)	\$ 39,594	\$ 40,628	\$ 42,182	\$ 43,219	\$ 44,233
Senior Typist (10 Month)	\$ 33,000	\$ 33,856	\$ 35,152	\$ 36,016	\$ 36,862
Account Clerk Steno (12 Month)	\$ 39,594	\$ 40,628	\$ 42,182	\$ 43,219	\$ 44,233
Account Clerk Typist (12 Month)	\$ 39,594	\$ 40,628	\$ 42,182	\$ 43,219	\$ 44,233
Account Clerk Typist (10 Month)	\$ 33,000	\$ 33,856	\$ 35,152	\$ 36,016	\$ 36,862
Typist (12 Month)	\$ 33,955	\$ 35,251	\$ 36,540	\$ 37,837	\$ 39,123
Part-Time Clerk		\$18.18	per hour		
Longevity	6th Year	1062		20th Year	4556
	10th Year	2368		25th Year	5704
	15th Year	3666		27th Year	6464

**2017-2018****Appendix A -3**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Typist (12 Month)	\$ 40,683	\$ 41,745	\$ 43,342	\$ 44,408	\$ 45,449
Senior Typist (10 Month)	\$ 33,907	\$ 34,787	\$ 36,118	\$ 37,007	\$ 37,876
Account Clerk Steno (12 Month)	\$ 40,683	\$ 41,745	\$ 43,342	\$ 44,408	\$ 45,449
Account Clerk Typist (12 Month)	\$ 40,683	\$ 41,745	\$ 43,342	\$ 44,408	\$ 45,449
Account Clerk Typist (10 Month)	\$ 33,907	\$ 34,787	\$ 36,118	\$ 37,007	\$ 37,876
Typist (12 Month)	\$ 34,888	\$ 36,221	\$ 37,545	\$ 38,877	\$ 40,199
Part-Time Clerk		18.68	per hour		
Longevity	6th Year	1062		20th Year	4556
	10th Year	2368		25th Year	5704
	15th Year	3666		27th Year	6464

Employees hired after 7/1/06

**2015-2016**

**Appendix B -1**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Typist (12 Month)	\$ 32,113	\$ 32,949	\$ 34,211	\$ 35,052	\$ 35,874
Senior Typist (10 Month)	\$ 26,763	\$ 27,459	\$ 28,509	\$ 29,210	\$ 29,897
Account Clerk Steno (12 Month)	\$ 32,113	\$ 32,949	\$ 34,211	\$ 35,052	\$ 35,874
Account Clerk Typist (12 Month)	\$ 32,113	\$ 32,949	\$ 34,211	\$ 35,052	\$ 35,874
Account Clerk Typist (10 Month)	\$ 26,763	\$ 27,459	\$ 28,509	\$ 29,210	\$ 29,897
Typist (12 Month)	\$ 27,537	\$ 28,591	\$ 29,634	\$ 30,687	\$ 31,729
Part-Time Clerk		14.75	per hour		
Longevity	6th Year	1015		20th Year	4360
	10th Year	2266		25th Year	5458
	15th Year	3509		27th Year	6186

Employees hired after 7/1/06      **2016-2017**

**Appendix B -2**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Typist (12 Month)	\$ 32,996	\$ 33,855	\$ 35,152	\$ 36,016	\$ 36,861
Senior Typist (10 Month)	\$ 27,499	\$ 28,214	\$ 29,293	\$ 30,013	\$ 30,719
Account Clerk Steno (12 Month)	\$ 32,996	\$ 33,855	\$ 35,152	\$ 36,016	\$ 36,861
Account Clerk Typist (12 Month)	\$ 32,996	\$ 33,855	\$ 35,152	\$ 36,016	\$ 36,861
Account Clerk Typist (10 Month)	\$ 27,499	\$ 28,214	\$ 29,293	\$ 30,013	\$ 30,719
Typist (12 Month)	\$ 28,294	\$ 29,377	\$ 30,449	\$ 31,531	\$ 32,602
Part-Time Clerk		15.16	per hour		
Longevity	6th Year	1015	20th Year	4360	
	10th Year	2266	25th Year	5458	
	15th Year	3509	27th Year	6186	

Employees hired after 7/1/06      **2017-2018**

**Appendix B -3**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Typist (12 Month)	\$ 33,903	\$ 34,786	\$ 36,119	\$ 37,006	\$ 37,875
Senior Typist (10 Month)	\$ 28,255	\$ 28,990	\$ 30,099	\$ 30,838	\$ 31,564
Account Clerk Steno (12 Month)	\$ 33,903	\$ 34,786	\$ 36,119	\$ 37,006	\$ 37,875
Account Clerk Typist (12 Month)	\$ 33,903	\$ 34,786	\$ 36,119	\$ 37,006	\$ 37,875
Account Clerk Typist (10 Month)	\$ 28,255	\$ 28,990	\$ 30,099	\$ 30,838	\$ 31,564
Typist (12 Month)	\$ 29,072	\$ 30,185	\$ 31,286	\$ 32,398	\$ 33,499
Part-Time Clerk		15.58	per hour		
Longevity	6th Year	1015		20th Year	4360
	10th Year	2266		25th Year	5458
	15th Year	3509		27th Year	6186