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

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**AGREEMENT**

**between**

**FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and**

**FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT  
EDUCATIONAL SECRETARIES ASSOCIATION**

**July 1, 2005 through June 30, 2009**

**RECEIVED**

DEC 19 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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This agreement is made by and between the BOARD OF EDUCATION, FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT OF THE TOWN OF HEMPSTEAD, hereinafter referred to as "BOARD" and the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter termed the "ASSOCIATION". This Agreement is for the school years 2005-06, 2006-07, 2007-08, and 2008-09.

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, the BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this agreement, and, therefore, agree that, unless both parties agree in writing to re-open the agreement as to any item, negotiations will not be re-opened on any item, whether contained herein or not, during the life of this agreement.

#### **I. RECOGNITION CLAUSE**

The BOARD hereby recognizes the ASSOCIATION as the sole bargaining agent for categories of employees as follows:

Typist/Clerk  
Part-Time Typist Clerk  
Senior Typist Clerk  
Account Clerk  
Senior Personnel Clerk  
Senior Stenographer  
Stenographic Secretary  
Senior Account Clerk  
Principal Account Clerk

The ASSOCIATION shall be entitled to unchallenged representation status for the maximum period permissible under Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force.

## **II. NO STRIKE CLAUSE**

The ASSOCIATION agrees not to engage in, cause, instigate, encourage or condone a strike.

## **III. NEGOTIATIONS CLAUSE**

No later than December 1st of the final year of this Agreement, representatives of the Association and representatives of the BOARD shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control of the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district.

If such an agreement is not reached within the time set forth in the Civil Service Law, an impasse may be deemed to exist. Either party may request the services of the Public Employment Relations Board as prescribed by Article 14 of the Civil Service Law.

## **IV. CONTRACT IMPLEMENTATION CLAUSE**

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **V. GRIEVANCE PROCEDURES CLAUSE**

### **A. Basic Principles**

1. All Civil Service employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or condition of employment without fear of coercion, discrimination, or reprisal.

2. All Civil Service employees shall have the Right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.

3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.

4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

5. It is also understood that, if the Civil Service employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

## **B. Definitions**

1. "Civil Service Employee" shall mean any member represented by the Franklin Square Union Free School District Educational Secretaries Association.

2. The term "Board of Education" means duly elected trustees of the Franklin Square Union Free School District.

3. "Grievance" means any alleged violation, misinterpretation, or inequitable application of existing laws, or policies of the Board of Education or School Administration, which involves the Civil Service Employee's health or safety or physical facilities affecting him/her. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law.

4. "Complainant" means any Civil Service Employee (as defined above) or the Association who presents an alleged grievance.

5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting Civil Service Employees.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command, i.e., the Building Principal.

## **C. Procedures for Individual Grievance**

### **1. First Stage - Informal Presentation**

a. A Civil Service Employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy the situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.

b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.

c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage - Written Statement

a. If the complainant is not satisfied with the immediate supervisor's decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Assistant Superintendent for Business or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievance and relief sought. One copy shall be given to the Assistant Superintendent for Business or the person designated by the Superintendent of Schools, one copy to the immediate supervisor, and one copy retained by the complainant. Thereupon, and within five days after receiving such request, the immediate supervisor of the complainant shall submit to the Assistant Superintendent for Business or Superintendent of Schools' designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.

b. Within five days of receipt of the immediate supervisor's statement, the Assistant Superintendent for Business or Superintendent of Schools' designee, shall make his/her decision in writing, including fact findings, conclusions and recommendations and shall give a copy of this to the complainant.

3. Third Stage

a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which the said decision is in error or improper and giving a copy to the Assistant Superintendent for Business or the Superintendent of Schools' designee who made the decision in stage two. Thereupon, and within five days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant within ten days, in writing, of his/her decision.



4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of Schools' decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The Board, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the Board, the meeting may be held before the Board, a committee of the Board, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days, from the date of mailing of the notice thereof.

d. The Board, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof which decision shall be made a record of the Board, with a copy furnished to the complainant of his/her representative.

## VI. HEALTH INSURANCE CLAUSE

The Board agrees to participate in all of the options of the New York State Government Employees Health Insurance Program.

Effective July 1, 2004, the Board agrees to pay ninety (90%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

Effective July 1, 2006, the Board agrees to pay eighty-eight percent (88%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

2007 ??

Effective July 1, 2008, the Board agrees to pay eighty-five percent (85%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

Notwithstanding the above, in the event that the Board of Education and the FSTA agree to choose an alternative health plan, to self-insure, such agreement shall apply to members of the

clerical unit as well as the FSTA. Coverage and benefits for members of the unit shall be the same as the FSTA.

The Board agrees to extend its current practice of providing 90% health benefits for individual and family coverage through June 30, 2009 to persons who retire during the year of the contract (July 1, 2005 to June 30, 2006).

The Board agrees to extend its current practice of providing 88% health benefits for individual and family coverage through June 30, 2009 to persons who retire during the years of the contract (July 1, 2006 to June 30, 2008).

The Board agrees to extend its current practice of providing 85% health benefits for individual and family coverage through June 30, 2009 to persons who retire during the year of the contract (July 1, 2008 to June 30, 2009).

Beginning in the 2005-2006 school year and continuing through the 2007-2008 school year, unit members employed prior to June 30, 2005, who waive such coverage shall receive in the following June a lump sum payment added to their gross salary equal to five thousand dollars (\$5000.). Thereafter, beginning in the 2008-2009 school year, the lump sum payments will be discontinued and unit members who waive such coverage shall not receive additional payment.

Any unit member who has waived coverage under this provision shall be reinstated in the medical insurance plan and coverage shall commence thirty (30) calendar days after the District receives written notification of request for reinstatement from the unit member.

Unit members who are thus reinstated after having waived coverage shall receive in June a pro-rata share of the annual lump sum payment that would otherwise have been due them.

Effective July 1, 2005, as a prerequisite to receiving health insurance, each employee hired subsequent to July 1, 2005 and his/her dependents must submit satisfactory proof that health insurance, equal to or better than that offered by the District, is not available to the employee and/or his/her dependents from any other source.

There shall be an open window period when an employee who declined coverage because he/she was previously covered by some other health insurance source may be reinstated, and be eligible for the same coverage and status that would have been in effect if the employee had not waived coverage provided such employee remains uncovered for at least twelve (12) months. The open window period shall begin on the first day next following the ending of the twelve (12) month period of non-coverage and continue for sixty (60) calendar days thereafter.

## **VII. LIFE INSURANCE**

The Board agrees to pay the cost of life insurance coverage for all part-time as well as full-time participating employees, and effective July 1, 1994 the insurance coverage shall be increased to \$5,000.

## **VIII. DENTAL INSURANCE CLAUSE**

The Board shall continue to pay the full cost of individual coverage of the existing dental insurance plan for all part-time as well as full-time unit members.

## **IX. JURY DUTY CLAUSE**

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for purpose stipulated in "1" shall not be charged against sick or personal leave.
3. All remuneration received by an employee for service as provided in "1" hereof shall be paid over to the Board within five (5) days after the same shall have been received.

## **X. SICK LEAVE CLAUSE**

1. Absence from duty because of personal illness shall be excused with full pay on the basis of the following:
  - a. Twelve (12) days per year for an employee who has served less than three (3) years.
  - b. Fifteen (15) days per year for an employee who has served more than three (3) years.
2. Part-time employees will be allotted five (5) sick days per year.
3. Unused sick leave will be cumulative indefinitely.
  - a. For employees hired after July 1, 2001, there will be a maximum of 150 days that may be accumulated.
4. For extended illness or injury beyond accumulated sick leave, an employee of this

district - upon the recommendation of the Superintendent and the approval of the Board - shall be paid at a salary and for a period of time to be determined by the Board.

#### **XI. FIRST AID**

Employees shall not be required to render first aid or other medical assistance or treatment to sick or injured children, and in any event, shall specifically be covered by insurance for any and all litigation fees, costs, and expenses and/or liability arising from such first aid and/or medical assistance or treatment and the District shall hold the employee harmless and indemnify the employee for any and all such litigation fees, costs, and expenses and/or liability.

#### **XII. PERSONAL EMERGENCY LEAVE CLAUSE**

1. Personal emergency leaves must state the specific reasons for the request and must have the advance approval of the Superintendent of Schools.

2. Absence from duty so approved because of personal emergencies shall be excused with full pay for a period of three (3) days per year without cumulation.

3. Additional days beyond the three (3) allowed may be charged against the employee's accumulated sick leave for just and urgent reasons when approved by the Superintendent.

4. Personal leave for other reasons may be granted at the discretion of the Superintendent.

5. One-half of unused personal days will be converted to sick days at the end of each school year.

#### **XIII. BEREAVEMENT LEAVE**

1. Effective July 1, 1994, all part-time members of this unit as well as all full-time members of this unit will receive four (4) days leave with full pay for each death in the immediate family of the unit member.

The term "immediate family" shall include the spouse, parent, parent-in-law, child, brother, sister, brother-in-law, sister-in-law, grandchild and grandparent of the unit member.

#### **XIV. RETIREMENT 1/50 PLAN CLAUSE**

The Board shall continue in force a resolution granting the members of the Franklin Square Union Free School District Educational Secretaries Association the benefits of the 1/50 non-contributory New York State Employees Retirement Plan retroactive to 1938.

#### **XV. WORKERS' COMPENSATION CLAUSE**

Employees absent because of injury arising out of and in the course of employment shall be granted and charged sick leave with full pay which shall not exceed accumulated sick leave. Money received by an employee as Workers' Compensation shall be reimbursed to the district, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused days of sick leave and added to accumulated sick leave.

#### **XVI. CONFERENCE ATTENDANCE CLAUSE**

The Board shall allocate a sum not to exceed \$100 for or on account of the expenses of all such members of the negotiating unit attending conferences. Approval to so attend requires the approval by the immediate supervisor and the Superintendent.

#### **XVII. HOLIDAY CLAUSE**

All holidays adopted by the Board for the Calendar Years of this contract shall be holidays for the members of this unit and no employee shall be required to work except as specifically set forth here. During Christmas and Easter vacations, at the discretion of the Superintendent, one unit member shall provide office staff coverage in each of four offices from 9 a.m. to 3 p.m., excluding lunch hour, for 3 days if a 5-day work week or for 2 days if a 4-day work week. Unit members who work will receive additional compensation based on 1/240 of annual rate, and selection will be voluntary. In the event that no one volunteers, selection will be based on a rotation plan developed by mutual agreement of the parties.

#### **XVIII. HOURS OF WORK CLAUSE**

During the regular school year (commencing the Monday prior to Labor Day), an employee shall work seven (7) hours per day.

During the pupil vacation period (commencing the Monday following the last day of regular instruction in June), an employee shall work six (6) hours per day.

The immediate supervisor shall fix and determine the daily work schedule for each employee, including the times during which the one (1) hour lunch periods shall be taken.

### XIX. SALARIES CLAUSE

1. Salary

Salary increases for full time and part-time unit members hired prior to July 1, 2005 will be as follows:

Year 1	4.5%	05-06
Year 2	4.5%	06-07
Year 3	4.0%	07-08
Year 4	3.5%	08-09

Starting salaries will be increased by the percentages identified above (No. 1) and they are indicated on attached Schedules "A", "B", "C", and "D".

In the second and subsequent years of employment, employees hired subsequent to July 1, 2005 will receive percentage annual salary increases as set forth in paragraph "1" above.

2. Longevity

a. Effective July 1<sup>st</sup> of each school year covered by this agreement, all full-time unit members on beginning their 10th year of service (or more if they have not already received the below-noted longevity) in the District shall be given a longevity increase in salary of \$400, which increases shall become part of their salary.

b. Effective July 1st of each school year covered by this Agreement, all full-time unit members, on beginning their 15th year of service (or more if they have not already received the below noted 15th year longevity) in the District shall be given a longevity increase in salary of \$675, which increases shall become part of their salary. These shall be in addition to the 10-year longevity increases.

c. Effective July 1st of each school year covered by this Agreement, all full-time unit members, on beginning their 20th year of service (or more if they have not already received the below noted 20th year longevity) in the District shall be given a longevity increase of \$825, which increases shall become part of their salary. These shall be in addition to the 10 and 15-year longevity increases.

d. Effective July 1st of each school year covered by this Agreement, all full-time unit members, on beginning their 25th year of service (or more if they have not already received the below noted 25th year longevity) in the District, shall be given a longevity increase of \$875, which increases shall become part of their salary. These shall be in addition to the 10, 15 and 20 year longevity increases.

e. Effective July 1st of each school year covered by this Agreement, all full-time unit members, on beginning their 30th year of service (or more if they have not already received the below noted 30th year longevity) in the District shall be given a longevity increase of \$525, which increases shall become part of their salary. These shall be in addition to the 10, 15, 20 and 25-year longevity increases.

f. Effective July 1st of each school year covered by this Agreement, all full-time unit members on beginning their 40th year of service (or more if they have not already received the below noted 40th year longevity) in the District shall be given a longevity increase in salary of \$500, which increases shall become part of their salary. These shall be in addition to the 10, 15, 20, 25 and 30 year longevity increases.

3. Salary Category Placement

All unit members shall be deemed to be in one of the following groups within the appropriate title category:

Group IA	Typist Clerk
Group IA	Part-Time Typist Clerk
Group II	Senior Typist Clerk
Group III	Senior Stenographer
Group III	Account Clerk
Group III	Senior Personnel Clerk
Group IV	Stenographic Secretary
Group IV	Senior Account Clerk
Group V	Principal Account Clerk

5. Any unit member who, at any time, is transferred from Group I to Group II, or from Group II to Group III, or from Group III to Group IV, or from Group IV to Group V, shall thereupon receive an 8 1/2% increase in her salary, and all further increases provided for herein shall be on top of said increased salary. It is understood that, as an example, if a unit member moves from Group I to Group III, or from Group II to Group IV, said increase shall be 17%, i.e., there is an 8 1/2% increase for each group promotion.

6. Performance Pay Committee

There shall be a joint, equally constituted committee to study the establishment and implementation of a salary review procedure for special performance. No recommendation of the committee shall be instituted unless and until mutually agreed to by the parties without obligation so to do.

## **XX. OVERTIME**

All work in excess of thirty-five (35) hours per week or in excess of thirty (30) hours per week in July or August shall constitute overtime and shall be paid for at one and one-half times the unit member's regular salary, or at the option of that unit member, that unit member shall receive compensatory time based on straight time.

## **XXI. SUBSTITUTE CLERICAL HELP CLAUSE**

Substitute clerical help shall be employed if requested by the immediate supervisor and approved by the Superintendent and the Board.

## **XXII. VACATION CLAUSE**

1. "Years of Service" are based on a School Year.
  - a. A member shall be entitled to two (2) weeks vacation for the first year of employment.
  - b. Except that a member first employed after January 1st in any school year shall receive one (1) vacation day for each full month of employment to and including June 30th.
2. Two weeks (10 days) vacation for an employee who has served continuously for more than one (1) year and less than six (6) full years.
3. Two weeks plus one day (11 days) vacation for an employee who has served continuously for six (6) full years and less than eight (8) full years.
4. Two weeks plus two days (12 days) vacation for an employee who has served continuously for eight (8) full years and less than ten (10) full years.
5. Three weeks (15 days) vacation for an employee who has served continuously for ten (10) full years.
6. Three weeks plus one day (16 days) vacation for an employee who has served continuously for eleven (11) full years.
7. Three weeks plus two days (17 days) vacation for an employee who has served continuously for twelve (12) full years.
8. Three weeks plus three days (18 days) vacation for an employee who has served continuously for thirteen (13) full years.



9. Three weeks plus four days (19 days) vacation for an employee who has served continuously for fourteen (14) full years.

10. Four weeks (20 days) vacation for an employee who has served continuously for fifteen (15) full years or longer.

11. Full time employees only are eligible for vacation time.

12. Vacations shall be taken during the time to be determined by the immediate supervisor and approved by the Superintendent.

13. Employees, with the approval of the Superintendent, may opt to be paid additional pay for up to ten (10) days of vacation pay in lieu of taking vacation time.

14. Vacations may not be taken during the one-week prior to the opening of school and the last week of a school year.

### **XXIII. TERMINAL LEAVE/RETIREMENT CLAUSE**

#### **XXIII-A**

##### **Terminal Leave**

1. During the final year of service, employee shall, upon duly executed application, receive additional salary at retirement, on the basis of one (1) day for each three (3) days of accumulated and unused sick leave at the rate of pay prevailing during the last school year of actual service.

a. For unit employees hired between July 1, 2001 and June 30, 2005, compensation shall be on the basis of one (1) day for each three (3) days of accumulated and unused sick leave at the rate of pay hereinafter set forth – up to a maximum of 150 accumulated days.

b. For unit employees hired on or after July 1, 2005, there will be no terminal leave compensation provided.

2. Effective July 1, 1982, compensation shall be on the basis of 1/240th of the employee's final year salary times 1/3 of the number of accrued unused sick leave days at the rate of pay prevailing during the last school year of actual service.

3. To obtain the above benefit, a minimum of three (3) months written notice of intention of retirement shall be given to the Superintendent.

4. In the event of the eligible employee's death after filing for retirement, payment of the due benefit shall be made to the employee's estate.

## **XXIII – B**

### **Retirement Incentive**

- (A) At the conclusion of the 2006-07 school year, employees who have been in active, full-time continuous service in the school district since at least July 1, 2002, shall qualify for payment of a lump sum equivalent to thirty (30%) percent of their final year's salary, if they retire at the conclusion of the 2006-07 school year, with written notice submitted to the School District no later than December 1, 2006. Such retirement incentive payment is in addition to the terminal leave payment authorized under Article "XXIII-A".

Any employee desiring to retire at the conclusion of the 2006-07 school year pursuant to this Section "A", shall submit written notice to the School District no later than December 1, 2006.

At the conclusion of the 2007-2008 school year, employees who have been in active, full-time continuous service in the school district since at least July 1, 2003, shall qualify for payment of a lump sum equivalent to thirty (30%) percent of their final year's salary, if they retire at the conclusion of the 2007-2008 school year, with written notice submitted to the School District no later than December 1, 2007. Moreover, such retirement incentive payment is in addition to the terminal leave payment authorized above.

Any employee desiring to retire at the conclusion of the 2007-08 school year pursuant to this Section "B" shall submit written notice to the School District no later than December 1, 2007.

- (B) Payments under paragraphs A and B of this Article "XXIII-B" shall be made as of June 30, of the retiring year to the Annuity Plan established pursuant to this Collective Bargaining Agreement, or in December of the school year in which retiring, at the option of the employee, if legally permissible pursuant to the provisions of herein.
- (C) In the event of the eligible employee's death after filing for the benefits pursuant to this item, payment of the due benefit shall be made to the employee's estate.
- (D) The provisions of this Article "XXIII-B" will expire (sunset) and be of no further force and effect, effective June 30, 2009, unless specifically extended by further written agreement executed by the District and the union.

**403-B Provision: Article XXIII-C**  
**IRC Section 403-B Annuity Plan**

(1) No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

The Employer shall contribute to the IRC Section 403-B Program hereinafter defined on behalf of each retiring employee, as a non-elective employer contribution in accordance with the terms and conditions of this Agreement, the value of the contractually specified portion of each retiring employee's accrued but unused sick days and early retirement incentive payment as provided under the Retirement Incentive contained in this Agreement.

(2) Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Local and Employees Retirement System ("ERS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Local and Employees Retirement System ("ERS") with a membership date in the ERS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

**403(b) Accounts** Employer contributions shall be deposited into the 403(b) Plan Account selected by employee to receive Employer contributions, provided such Plan Account will accept Employer Non-elective Contributions and the Plan Account has entered into a Hold Harmless Agreement with Employer in a form acceptable to Employer and in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals and employer non-elective contributions. If the employee does not designate an Employer approved 403(b) Plan account to receive Employer's contributions, or if the Plan account designated by Employee will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program, currently with ING Life Insurance and Annuity Company Tax Deferred Annuity.

- (3) The provisions of this 403-b Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the union and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (4) The provisions of this 403-b Article shall further be subject to the approval of the 403(b) Provider, which shall review the provisions of this item solely as a matter of form and as The provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") has agreed to provide the Employer with ILIAC's hold harmless agreement and the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- (5) Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. However, provided the Employer has not submitted inaccurate information to the 403(b) Provider, the Employer shall not be responsible for any adverse income tax consequences, interest or penalties imposed by taxing authorities should such taxing authorities determine that either the 403-b Plan established pursuant to the provisions of this item does not qualify as an IRC 403-b Plan or that the Provider's Plan does not satisfy the requirements of IRC 403-b.
- (6) Employees who are eligible for normal retirement under the rules and regulations of the NYSERS during the period July 1, 2005 through June 30, 2009, and who have been in full-time continuous service in the school district since at least July 1, 1999 shall qualify for the Employer non-elective contributions pursuant to the provisions of this item, provided they satisfy all of the following criteria:

- a. Employees who submit their irrevocable written notification of retirement no later than December 1<sup>st</sup> of the school year in which retirement is effective will have the non-elective employer contribution made in accordance with subsection “c” below.
  - b. Employees must be eligible for retirement under the New York State Local and Employees Retirement System.
  - c. For all members submitting their letter of retirement on or before December 1, a non-elective employer contribution equal to 50% of the total non-elective employer contribution due will be deposited to the account of said member by December 31st of that same calendar year. The remaining 50% shall be deposited to the account of said member on June 30th of the immediately succeeding calendar year (effective date of retirement).
- (7) The parties are entering into this Agreement so as to enable the parties to utilize the options provided by the revised Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The provisions of this item do not constitute a retirement incentive, and are limited to providing a method for payment of the early retirement incentive provisions and unused annual leave accrued pursuant to the provisions of collective bargaining agreement and to employee 403(b) Plans as hereinabove referred to as “Employer Non-elective Contributions”. Employer’s contractual undertaking hereunder is subject to the rights of employees for whom non-elective contributions are made by Employer into a designated IRC Section 403-b Annuity Program to either withdraw therefrom such contributions or have such contributions assigned at any time to another financial institution or Annuity Plan, provided such is authorized by law or their individual annuity contracts.
- (8) All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.
- (9) Duration:
- (a) The provisions of this Article XXIV-C shall be subject to the June 30, 2009 expiration date of this Collective Bargaining Agreement, on which date the provisions of this item shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law* §209-a(1)(e).
  - (b) In the event that the Employer is obligated under this Article XXIV-C to make any post-employment contributions to any eligible employee after June 30, 2009 (for any employee retiring under the provisions of this item in this Agreement) that obligation shall survive June 30, 2009 and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provisions of this

item.

#### **XXIV. SAVINGS CLAUSE**

In the event any provision of this contract is, or shall become, unlawful, all other provisions shall continue in full force and effect.

Any substitute provision or action shall be the subject of good faith negotiations between the Association and the School District.

#### **XXV. IN-SERVICE**

##### In-Service Credit:

The Board shall provide two (2) one-credit in-service courses for all full-time and part-time members of this unit in each school year, 2005-2006 and 2006-2007. Costs for such in-service will be borne entirely by the District. The District may, but will not be required to, offer courses after June 30, 2007. For every six (6) in-service credits accumulated by a full time or part time member of this unit – and upon suitable proof of attendance at same to the Superintendent of Schools – said full time or part time unit member's salary will be increased by \$700. Payment of \$700 will be made retroactive to the first pay period after the last meeting date of the last in-service course taken.

In order to obtain one (1) in-service credit, full time members and part time members of this unit would have to attend fifteen (15) hours of pre-approved in-service course. One absence will be allowed. Effective January 1, 1999, courses providing for less than 15 hours may be approved for in-service credit provided their content is otherwise acceptable. In such cases, pro-rata credit shall be awarded. Under no circumstances shall payment be made pursuant to the first paragraph hereof until such time as the employee has accumulated a total of 6 course credits pursuant to that paragraph based upon one credit equaling 15 hours.

Full time and part time members of this unit will submit a request form for in-service course approval to the Superintendent of Schools prior to the first session of such in-service course. These request forms will be available in the office of the Assistant Superintendent for Business.

The Superintendent may at his/her sole discretion allow a full time or part time member of the unit to attend a course outside of the school district, and may at his/her sole discretion provide such course outside of the school district. These courses must meet the fifteen (15) hour criteria.

## **XXVI. DUES DEDUCTION CLAUSE**

1. The Board, by its officers, agents and representatives, will deduct from the salaries of the employees such uniform amount of membership dues of the Association as the employees individually and voluntarily may authorize the Board, in writing, to deduct and transmit to the Association. Such written employees authorizations shall be on forms provided by the Association.

2. Employees waive all rights and claims against the Board for the monies so deducted and transmitted in accordance with their authorization, and relieve the Board, its officers, agents, and representatives, from any liability therefor.

3. The dues deductions for the designated Association shall be made at 26 payroll periods, commencing with the first pay period in July, and shall be only for the amounts owed by the employees for that payroll period. No later than July 1st, the Association shall provide the Business Office with the authorization forms described above in paragraph "1".

4. The Business Office shall promptly transmit the amounts so deducted to the Association. The initial payments shall include lists of the members who have elected payroll deductions. Subsequent payments shall include lists of additional names of employees who have elected payroll deductions.

5. An employee may revoke his/her authorization at any time by written notice to the Business Office. The revocation will be effective upon receipt by the Business Office. Notifications of this revocation will be forwarded to the Association. Absent such revocation, authorization shall continue in force from year to year.

5. The Association shall notify the Business Office of any changes in its dues structure.

## **XXVII. JOB POSTINGS CLAUSE**

All Civil Service clerical position vacancy notices, both internal and outside of the School District, shall be sent to all Administrative and School offices.

IN WITNESS WHEREOF, the parties have caused these presents to execute this contract by their duly authorized representatives this \_\_\_\_ day of June 2005.

**FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT**

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Dr. Timothy E. Lafferty,  
Superintendent of Schools

**FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT  
EDUCATIONAL SECRETARIES  
ASSOCIATION**

---

Catherine Curraro,  
President

**FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT  
BOARD OF EDUCATION**

---

Dr. Roger Roess,  
President



**Schedule A**

**FRANKLIN SQUARE SCHOOL DISTRICT**

**DESA SALARY SCHEDULE**

**FOR EMPLOYEES HIRED DURING 2005 / 2006**

<b>Salary Range</b>	<b>Typist/Clerk</b>	<b>Sr. Typist/ Clerk</b>	<b>Sr. Steno./ Acct. Clerk</b>	<b>Sr. Acct. Clerk</b>
<b>Start</b>	<b>\$26,607</b>	<b>\$29,004</b>	<b>\$30,946</b>	<b>\$33,229</b>
<b>End</b>	<b>\$27,170</b>	<b>\$29,396</b>	<b>\$31,392</b>	<b>\$33,273</b>

**SCHEDULE B**

**FRANKLIN SQUARE SCHOOL DISTRICT**

**DESA SALARY SCHEDULE**

**FOR EMPLOYEES HIRED DURING 2006 / 2007**

<b>Salary Range</b>	<b>Typist/Clerk</b>	<b>Sr. Typist/ Clerk</b>	<b>Sr. Steno./ Acct. Clerk</b>	<b>Sr. Acct. Clerk</b>
<b>Start</b>	<b>\$27,804</b>	<b>\$30,309</b>	<b>\$32,338</b>	<b>\$34,724</b>
<b>End</b>	<b>\$28,393</b>	<b>\$30,719</b>	<b>\$32,804</b>	<b>\$34,770</b>

**SCHEDULE C**

**FRANKLIN SQUARE SCHOOL DISTRICT**

**DESA SALARY SCHEDULE**

**FOR EMPLOYEES HIRED DURING 2007 / 2008**

<b>Salary Range</b>	<b>Typist/Clerk</b>	<b>Sr. Typist/ Clerk</b>	<b>Sr. Steno./ Acct. Clerk</b>	<b>Sr. Acct. Clerk</b>
<b>Start</b>	<b>\$28,916</b>	<b>\$31,522</b>	<b>\$33,632</b>	<b>\$36,113</b>
<b>End</b>	<b>\$29,528</b>	<b>\$31,947</b>	<b>\$34,117</b>	<b>\$36,161</b>

**SCHEDULE D**

**FRANKLIN SQUARE SCHOOL DISTRICT**

**DESA SALARY SCHEDULE**

**FOR EMPLOYEES HIRED DURING 2008 / 2009**

<b>Salary Range</b>	<b>Typist/Clerk</b>	<b>Sr. Typist/ Clerk</b>	<b>Sr. Steno./ Acct. Clerk</b>	<b>Sr. Acct. Clerk</b>
<b>Start</b>	<b>\$29,928</b>	<b>\$32,625</b>	<b>\$34,809</b>	<b>\$37,377</b>
<b>End</b>	<b>\$30,561</b>	<b>\$33,065</b>	<b>\$35,311</b>	<b>\$37,427</b>