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Union: **Marlboro Central School Secretarial Unit, United Public Service Employees Union (UPSEU)**

Local:

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COLLECTIVE BARGAINING AGREEMENT

By and Between

**MARLBORO
CENTRAL SCHOOL DISTRICT
*and***



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Marlboro Secretarial Unit
July 1, 2002 - June 30, 2007**

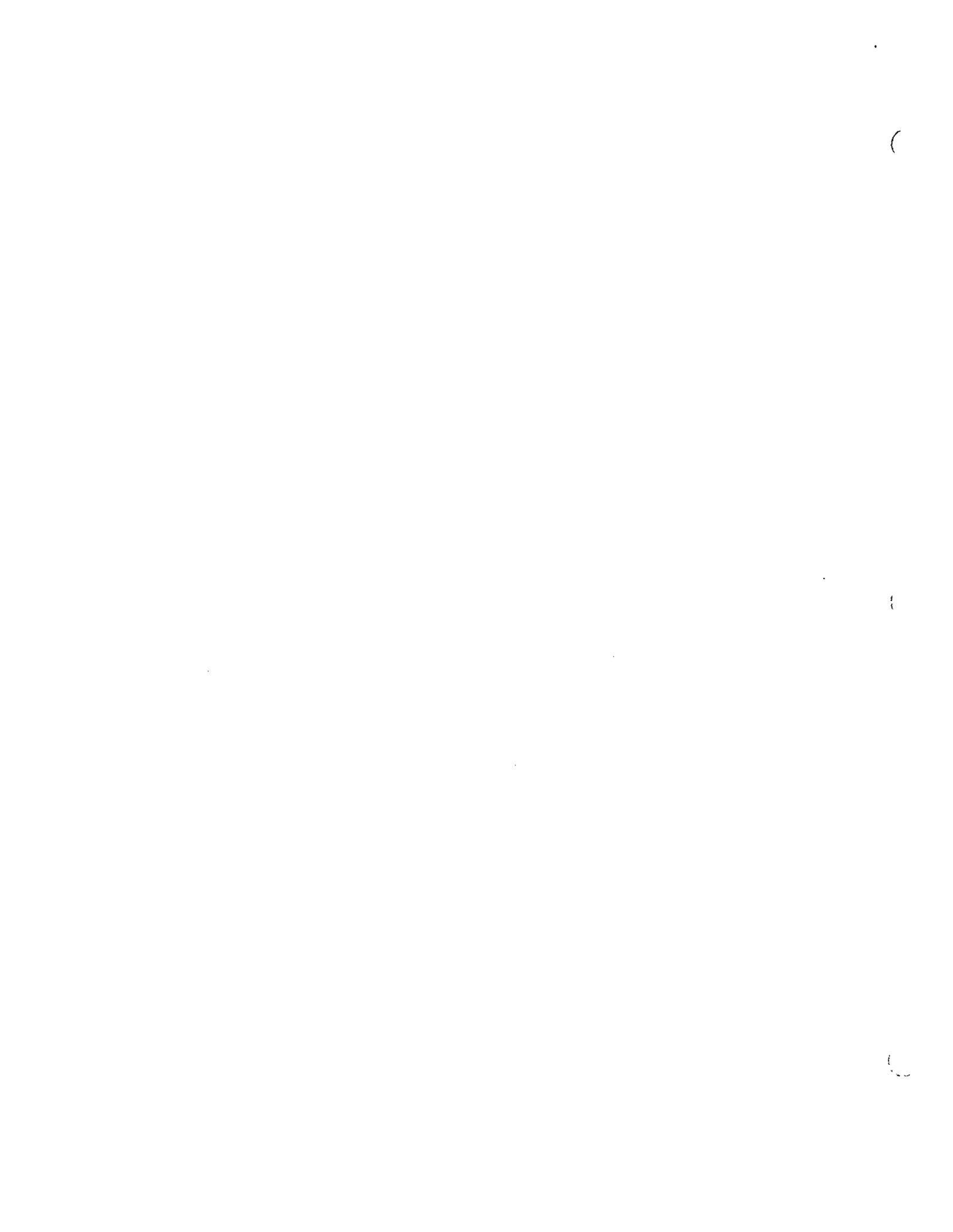


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PREAMBLE

This is an agreement between the District and the Union, governing the terms and conditions of employment for persons employed by the District in the capacities described in Article I of this Agreement.

ARTICLE I - RECOGNITION

The District has recognized the Union as the exclusive bargaining agent for the negotiating unit defined as "Secretary-Clerk Typist-Clerical Aide-Clerk-Data Entry Operator/Typist-Account Clerk-Library Clerk Personnel" for the following purposes: to negotiate for and enter into a written agreement on behalf of the members (full time-part time employees) of the aforesaid unit concerning the salaries, wages and other terms and conditions of employment; and to represent the employees in the adjustment of grievances arising out of the terms of this agreement.

A. FULL TIME EMPLOYEES 12 MONTHS

Full time employees are regularly scheduled to work thirty-seven and one-half (37½) hours, exclusive of a daily one-half (½) hour meal period, per week, twelve months per year. Full Time Employees 12 Months shall be entitled to full contract salary and benefits.

B. FULL TIME EMPLOYEES 10 MONTHS

Full time employees are regularly scheduled to work thirty-seven and one-half (37 ½) hours, exclusive of a daily one-half (½) hour meal period, per week, ten months per year (not July and August). Full Time Employees 10 Months shall receive 10/12ths of their appropriate step placement, and all contractual benefits given to 12 month employees, with the exception of vacation. Sick leave, personal leave and longevity shall be prorated.

C. LESS THAN FULL TIME EMPLOYEES

Less than full time employees, on a regular schedule work twenty (20) hours or more per week. Less than Full Time Employees shall be entitled to the contractual salary

and benefits (with the exception of health insurance) as provided to ten month employees. However, salary and other benefits shall be prorated.

D. PART TIME EMPLOYEES

Part Time Employees work less than twenty (20) hours per week. Part Time Employees shall be entitled to prorated contractual salary only.

ARTICLE II - EVALUATION

The District shall conduct formal and informal observation of the work performance of all employees in the Union. All formal observations will be conducted openly with the full knowledge of the employee. All formal observations shall be construed to include those observations conducted by members of the administration who have the power to conduct evaluation. Each employee shall be aware of whom his/her immediate supervisor is.

The administration may also conduct informal observation of employees at all times of the year.

All evaluations of employees which are to be used by the District in taking any action relative to any employee shall be in writing.

Employees shall be supplied a copy of any evaluation at least one full day before the formal conference to discuss it. No such report shall be submitted to the Superintendent of Schools or placed in an employee's file or otherwise acted upon without a prior conference with the employee. No employee shall be required to sign or initial a blank, penciled, or incomplete evaluation form. All evaluations shall be completed prior to July 1 of each year for the preceding year.

Employees shall have the right to attach comments to their evaluations. Any such response shall be filed along with the evaluation.

Employee Files

No material other than that of a routine financial nature shall be placed in an employee's official personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature or initials to the copy to be filed. Such signature or initialing 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 twenty days of the date upon which he/she has been granted an opportunity to review the material placed in his/her file. His/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

Employees shall have the right to review the contents of their official personnel file. An appointment shall be made within two (2) school days after the employee requests the right to review his/her file or at some later time, at the request of the employee. No person shall be allowed to review any file other than his/her own. The Union shall not be allowed the right to review an employee's file. However, an employee shall be entitled to have a representative of the Union accompany him/her during such review. All such reviews shall be conducted in the presence of a designated representative of the Superintendent of Schools in an office designated by the Superintendent of Schools. No employee file may be removed from such office for any reason. All employees shall have the right to hand copy any material found in the official personnel file but no other copies may be made. When the employee's employment by the District ceases, no material shall be placed in his/her personnel file after such termination has taken place other than final termination papers.

ARTICLE III - DUES DEDUCTION

The District shall deduct from the wages of the employees and remit regular membership dues from all employees who have signed the appropriate authorization permitting such deduction. The District agrees to authorize deductions and remittance of such monies exclusively for the Union as the recognized bargaining agent for the employees in Article I. Deductions and membership dues shall be made on each pay day of the month. Said funds shall be remitted to the United Public Service Employees Union, 3555 Veteran's Highway, Suite H, Ronkonkoma, NY 11779-3020. The District shall not be liable by reasons of the requirements of this agreement for the remittance or payment for any sum other than that constituting actual deductions made from wages earned by employees. The Union hereby agrees to indemnify the District and hold harmless the District regarding any claims and suits pertaining to any deductions as set forth in this section.

The District agrees to deduct from the wages of all employees who are not members of the Union, an agency shop fee in the amount equal to the dues levied by the Union. Such sum shall be remitted to the Union.

ARTICLE IV - LEAVES OF ABSENCE

A. Personal Leave

The building principal may grant employees up to four (4) days personal leave in each school year in addition to accumulated sick leave without financial loss to the employees. At the end of each school year, any unused personal leave days shall be credited to the employee's accumulated sick leave.

Personal leave shall be granted to any employee for the purpose of handling those affairs which cannot be transacted in non-school hours. Ordinarily, all applications for leave must be in

writing. However, in some special cases, the Superintendent of Schools or building principal may dispense with written reasons for personal leave. Business Office employees will apply to the Business Administrator for leave.

No personal leave shall be granted, without permission of the Superintendent, immediately before or after a holiday period.

B. Sick Leave

All full-time employees shall be allowed one sick day for each month worked. Unused sick days shall be accumulated to a total of not more than 180 days. Upon retirement unused sick days between 150 and 180 will be paid at the rate of \$40 per day.

The District shall make available to each employee a statement of accumulated sick leave as of September 1st of each school year.

Sick leave shall be granted to an employee for personal illness or health examinations or emergencies within the immediate family. Except in health emergency circumstances, sick leave shall not be granted where the employee seeks such leave for medical services obtainable after school hours.

Each employee may be required to secure a doctor's certificate for absences which extend beyond the period of three consecutive working days.

All sick leave shall be granted subject to the approval of the employee's immediate supervisor.

Except as provided herein, sick leave shall be granted on a full day basis only. If an employee becomes ill during the morning, he/she will be charged for a full day of sick leave. However, if he/she becomes ill in the afternoon, he/she will be charged with one-half day sick leave.

Each employee shall be credited with one year sick leave at the beginning of any school year. If, however, an employee leaves before the end of the school year and has used unearned sick days, the sick leave so credited shall be deducted from his/her final pay.

C. Child Care Leave

The employee requesting a child care leave of absence shall give the Superintendent 90 days written notice with commencement date of such leave, unless not possible due to unforeseen circumstances. Upon notification to the Superintendent of Schools, child care leave will be granted without pay for a period of up to six (6) months. Upon termination of the leave period, an extension of up to an additional six (6) months may be applied for through the Superintendent. Subsequent extensions, not to exceed two (2) years, may be applied for through the Superintendent. An employee who has been granted leave may, upon written request, be granted the opportunity to return to his/her position at the end of the leave period. Written notification shall be given as early as possible. Such staff member shall, upon return to the District, be placed in a position either the same as, or comparable to, that held prior to such leave. His/her salary step will be that which he/she held at the time child care leave was granted.

In addition, the employee will maintain all accumulated sick leave that he/she had prior to the taking of the leave.

Pregnancy related disability shall be considered as qualification for sick leave as otherwise provided for in this agreement. It should be understood that disability leave is intended to provide an employee with adequate protection, and should not be abused. In cases where the District can demonstrate that paid disability is used to extend payment prior to the use of unpaid child care leave,

the District may withhold such child care leave. No employee on child care leave shall be entitled to use accumulated sick leave.

If a staff member does not return to his/her duties after two (2) years, and no extension of leave has been granted, then his/her employment with the District may be terminated, subject to the provisions of the law.

Replacement shall be hired on an interim basis with employee on leave retaining seniority. Seniority shall be defined as total full-time working experience in the School District. Seniority shall not accrue during the period of leave. No more than one parent per family will be granted leave by the District.

D. Bereavement

Employees who have had at least six (6) months continuous service will be granted days, not to exceed three, without loss of pay because of death of father, mother, spouse, mother-in-law, father-in-law, brother, sister, grandparents, and grandchildren, children and other members who reside in the household.

E. Unapproved Absence

All absences which have not been approved by the administration or the Board shall subject an employee taking such absences to disciplinary action.

F. Leave for Jury Duty

The District shall grant leave without loss of pay for jury duty. Employees applying for such leave shall apply in writing and shall submit in advance of taking such leave a copy of the notice to appear for jury duty to the Superintendent of Schools. Upon termination of this leave, they shall submit a signed written statement stating the amount of time actually consumed for jury duty.

Before such leave shall be approved, the employee shall be required to sign an affidavit to the effect that all jury pay received by employee on duty shall be rebated to the District.

G. Conference Days

Employees may be granted conference days upon the approval of the administration and the Board of Education and conditioned upon relevance to job responsibilities and duties.

ARTICLE V - GRIEVANCE PROCEDURE

A grievance is a dispute involving an interpretation or application of any of the provisions of this contract. It shall not apply to any other matter.

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

All grievances shall be in writing and shall be signed by the party filing the grievance. They shall include the name and position of the aggrieved party and the identity of the provision of this agreement upon which the grievance is based. They 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 and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

No written grievances shall be entertained unless filed at the first step within ten (10) school days after the occurrence or act of condition upon which the grievance is based.

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

The Union Business Representative may be present at each step of the grievance procedure.

STEPS OF THE GRIEVANCE PROCEDURE

A. Step One

All grievances must be filed with the employee's immediate supervisor no later than ten school days after the date upon which the alleged grievance arose. A hearing shall be granted in all cases by the immediate supervisor involved within five days after the date upon which the grievance is filed. All parties named in the grievance shall participate. The failure of any party to participate shall not delay the disposition of the grievance.

The immediate supervisor of the grievant shall act upon each grievance filed within seven school days after it has been filed and shall advise the grievant of his/her disposition of the case in writing within that period of time. Any employee may have the Union represent him/her at this step if he/she so desires.

B. Step Two

In the event that a grievance is not amicably adjusted between the District and the complaining party in Step One, then an appeal may be made to the Superintendent of Schools or his/her designee. Such an appeal must be filed no later than five school days after the receipt of the Step One disposition by the complaining party. Any appeal to the Superintendent of Schools 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 the appeal.

All hearings on each grievance processed to this step shall be granted by the Superintendent of Schools and/or his/her designee within five school days after the filing of an appeal to Step Two. The Superintendent of Schools shall have five school days after the grievance has been presented to 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 of School's or his/her designee's determination shall be forwarded to the Union.

C. Step Three

If the grievance is not resolved at Step Two above, either the District or the Union may refer the matter to the American Arbitration Association (AAA) for appointment of an arbitrator in accordance with the Voluntary Labor Arbitration Rules. No individual shall initiate any arbitration appeal. A party desiring arbitration shall give written notice to AAA with a copy to the other party, no later than ten (10) school days from the Superintendent's reply. If no reply is given, the grievance shall be deemed denied, and the time to file the demand for arbitration shall commence from the 10th day after the filing of the Step Two decision.

The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided. The arbitrator's decision shall be final and binding upon the District, the Union and the Grievant.

Written briefs may be submitted by either party to the arbitrator. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party to the arbitration is responsible for the expenses in presenting and defending its own case.

ARTICLE VI - SICK LEAVE BANK

A sick leave bank shall be created by and between the Marlboro Secretarial Unit and the Marlboro Central School District. Each person electing to join the sick leave bank shall waive, in

writing, the right to use one sick day from accumulated leave. The District shall match the total unit contribution made. Withdrawals from the bank shall be administered by two (2) bargaining unit members selected by the Marlboro Secretarial Unit and two persons appointed by the District. Membership in the bank must be elected by bargaining unit members no later than September 30th of any given school year. New employees shall likewise be given an opportunity to participate in the sick leave bank. The enrollment period shall be terminated after 30 days from the first day of employment. Upon the exhaustion of the bank, each member wishing to continue participating in the sick leave bank will contribute another day from their accumulated sick leave. Members not wishing to contribute another day will no longer be allowed to draw from the bank.

Withdrawals from the bank shall be used for disabling illnesses or accidents where there is reasonable expectation that the employee will return to work. The applicant must present a doctor's note stating that the illness or accident is disabling and prevents the employee from temporarily performing duties as required by position for a specific amount of days. The applicant will be notified of the Committee's decision. The final vote of the individual Committee members will be kept confidential.

The specific illness or accident must keep the employee absent from work for at least five (5) consecutive working days to become eligible to apply to the sick bank.

ARTICLE VII - VACANCIES AND/OR NEW POSITIONS

The Superintendent of Schools shall make available to a designated representative of the Union a listing of vacancies and/or new positions pertaining to and directly involving personnel covered under this contract. All vacancies and/or new positions shall be posted on designated bulletin

boards for a period of no less than five (5) work days. Said notice shall state the position classification, salary range and qualification requirements.

ARTICLE VIII - SALARY SCHEDULES

Effective July 1, 2002, the salary schedule shall be increased by two and one-half percent (2½%). Effective July 1, 2003, the salary schedule shall be increased by two and one-half percent (2½%). Effective July 1, 2004, the salary schedule shall be increased by three percent (3%). Effective July 1, 2005, the salary schedule shall be increased by three percent (3%). Effective July 1, 2006, the salary schedule shall be increased by three percent (3%). A Salary Schedule reflecting these increases is annexed hereto as Appendix "A."

Ten month employees shall receive 10/12 of their appropriate step.

ARTICLE IX - LONGEVITY

Longevity increments will be paid after the completion of 10, 15, 20, and 25 years of continuous services. Increments will be prorated for 10-month employees (10/12ths of the longevity payment).

All staff will be entitled to longevity increments in accordance with the following schedule:

	Completion of	
12 mo. employees	10 years	\$1,000
	15 years	\$1,200
	20 years	\$1,400
	25 years	\$1,600

ARTICLE X - VACATION

Upon the anniversary date of 12-month employees, said employee shall be entitled to two weeks vacation at the completion of one year of service to the District; and thereafter, three weeks

upon the completion of six years of service to the District; four weeks upon the completion of twelve years of service to the District. Vacations may be taken at any time throughout a 12-month period mutually agreed upon with the building principal or immediate supervisor.

Ten-month employees shall be entitled to, and limited to, vacation during the Christmas and Easter recesses.

ARTICLE XI - RETIREMENT

The employees will have the option to contribute into the Retirement System over and above the District's contribution providing such arrangements can be made.

An Early Retirement Incentive of \$5,000 shall be offered to full time twelve-month employees (prorated for others) each year of the contract. Employees must be at least age fifty-five and have served fifteen (15) years in the Marlboro Central School District. For employees hired on or after July 1, 2002, the incentive shall only be available to the employee in his/her first year of eligibility, without penalty. A letter of resignation must be approved by the Board of Education three (3) months prior to the effective retirement date.

ARTICLE XII - HOSPITALIZATION AND DENTAL

A. Health Insurance

1. All employees on the payroll as of July 1, 2002 shall pay ten percent (10%) of their health insurance premiums. All employees hired on or after July 1, 2002 shall contribute twenty percent (20%) toward the cost of health insurance premiums.
2. All new employees hired during the life of this contract whose spouse is also employed by the District and is entitled to the District Health Insurance Plan, must take the health insurance buyout.

3. On or before April 1st of each school year, existing unit members shall continue to inform the District of their desire to opt out of the District's health plan effective July 1st. In return for opting out, the unit member shall receive a payment of sixty percent (60%) of the applicable coverage (individual or family) which shall be payable in two (2) equal installments. The first payment shall be made by October 1st. The second payment shall be made by April 1st. To be entitled to the above-referenced payment, the unit member must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be conditional upon compliance by the unit members with the rules of the health insurance provider governing re-entry and with the unit members repaying on a prorated basis, one-twelfth (1/12th) of the buyout for each month for twelve (12) months that the employee seeks coverage. The payment of the buyout shall be capped at \$4,000 for employees hired on or after July 1, 2002.
- B. Any Dental benefits shall be the same as provided for all other employees of the District (parity with CSEA and the Marlboro Faculty Association).
- C. Retiree Health Insurance
For employees hired prior to July 1, 2002, the District shall contribute one hundred percent (100%) of health insurance coverage (individual or family) for those employees who retire with at least five (5) years of continuous service with the District.
For employees hired on or after July 1, 2002 through June 30, 2006, the District will contribute one hundred percent (100%) of the health insurance coverage (individual or family)

for those employees who retire with at least ten (10) years of continuous service with the District.

For employees hired on or after July 1, 2006, the District will contribute ninety percent (90%) of the health insurance coverage (individual or family) for those employees who retire with at least ten (10) years of continuous service with the District.

ARTICLE XIII - PAST PRECEDENT

Past precedent with regard to snow days, recesses, days when school is not in session shall be continued and administered by the Superintendent of Schools.

ARTICLE XIV - SUPERVISION

All employees shall be directly responsible to the person to whom they are assigned.

ARTICLE XV - 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.

ARTICLE XVI - ADMINISTERING FIRST AID TREATMENT AND MEDICINE TO STUDENTS

All employees covered by this contract shall not be responsible for administering medicine to a student in the absence of the school nurse, nor shall he/she be responsible for administering first aid treatment to a student.

ARTICLE XVII - WORKING HOURS

Working hours shall be a total of 37½ hours per week exclusive of one-half hour lunch break per day. During the months of July and August, secretaries will work a seven hour day inclusive of a 30-minute lunch period.

Employees shall work 7 hours on the day prior to each of the following holiday and recess periods: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Winter Recess, Martin Luther King, Jr.'s Birthday, Presidents Weekend, and Spring Recess and Memorial Day.

ARTICLE XVIII - LABOR MANAGEMENT COMMITTEE

The parties hereto agree to form a labor management committee to identify and resolve issues of common interest. The Committee may consist of, but is not limited to, four employer representatives and four union representatives. Such Committee shall meet quarterly in the months of February, May, August and November of the year. Prior to such meetings, the parties shall exchange proposed agendas, if applicable. Time spent by union representatives at the Labor Management Meeting shall not be compensable.

ARTICLE XIX - INTERVIEW COMMITTEE

A currently employed bargaining unit member shall be included on a designated Interview Committee for the purpose of interviewing potential candidates for an open bargaining unit position.

ARTICLE XX - LIBRARY CLERK STIPEND

Any Library Clerk, in the absence of a Librarian, shall receive a flat rate stipend of \$ 30 per day, in addition to the employee's regular compensation.

ARTICLE XXI - UNION OFFICER LEAVE

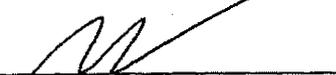
The District shall provide to the bargaining unit Chief Officer and Assistant Chief Officer each one

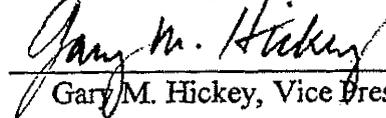
day off with pay annually to attend Union work days, training, conferences and/or seminars. The Union shall notify the District at least one month prior to said leave.

ARTICLE XXII - DURATION OF AGREEMENT AND REOPENING

This Agreement is for a term of five (5) years commencing July 1, 2002 and continuing in full force and effect until June 30, 2007, or until a new contract is negotiated; provided, however, the parties thereto agree that either party may, or after January 1, 2007, serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event, the parties and/or their representatives shall commence negotiations within thirty (30) days. The Union agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations 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 prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this agreement.

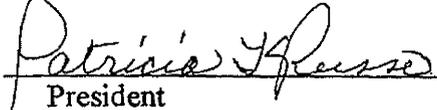
UNITED PUBLIC SERVICE EMPLOYEES UNION
MARLBORO SECRETARIAL UNIT

By: 
Kevin E. Boyle, President, UPSEU

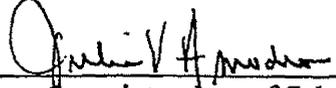
By: 
Gary M. Hickey, Vice President, UPSEU

Date: 5-21-03

MARLBORO CENTRAL SCHOOL
DISTRICT

By: 
President

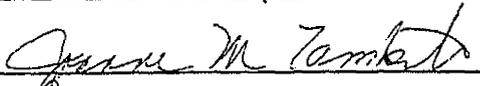
Board of Education

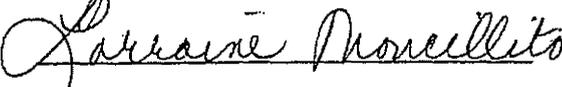
By: 
Superintendent of Schools

Negotiating Committee:









MARLBORO CENTRAL SCHOOL DISTRICT
SECRETARIAL STEP SCHEDULE
APPENDIX A

STEP	Base Year - 2001-2002	Year 1 2002-2003	Year 2 2003-2004	Year 3 2004-2005	Year 4 2005-2006	Year 5 2006-2007
1	20,430	20,941	21,464	22,108	22,771	23,455
2	21,019	21,544	22,083	22,746	23,428	24,131
3	21,623	22,164	22,718	23,399	24,101	24,824
4	22,247	22,803	23,373	24,074	24,797	25,541
5	22,871	23,443	24,029	24,750	25,492	26,257
6	23,497	24,084	24,687	25,427	26,190	26,976
7	24,119	24,722	25,340	26,100	26,883	27,690
8	25,899	26,546	27,210	28,026	28,867	29,733
9	27,675	28,367	29,076	29,948	30,847	31,772
10	29,454	30,190	30,945	31,873	32,830	33,815
11	31,278	32,060	32,861	33,847	34,863	35,909
12	31,854	32,650	33,467	34,471	35,505	36,570
13	32,501	33,314	34,146	35,171	36,226	37,313
14	33,544	34,383	35,242	36,299	37,388	38,510
15	34,550	35,414	36,299	37,388	38,510	39,665
16	35,957	36,856	37,777	38,911	40,078	41,280

Ten month employees shall receive 10/12ths of their appropriate step.