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Contract Database Metadata Elements

Title: **Massapequa Union Free School District and Massapequa School Secretarial Unit, Massapequa Federation of Teachers, American Federation of Teachers (AFT), AFL-CIO (2011)**

Employer Name: **Massapequa Union Free Central School District**

Union: **Massapequa School Secretarial Unit, Massapequa Federation of Teachers, American Federation of Teachers (AFT), AFL-CIO**

Local:

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SEC / 5575

AGREEMENT

BETWEEN

MASSAPEQUA BOARD OF EDUCATION

AND

MASSAPEQUA FEDERATION OF TEACHERS

SECRETARIAL UNIT

JULY 1, 2011 - JUNE 30, 2014

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Agreement made as of the 8th day of March 2012, between the Massapequa Board of Education (hereinafter referred to as the "Board") and the Massapequa Federation of Teachers, Secretarial Unit, (hereinafter referred to as the "Federation").

I. PREAMBLE

The Board and the Federation recognize that assistance in attaining the objectives of the educational program is immeasurably afforded when mutual understanding, cooperation and effective communications exist between the Board and its employees covered by this agreement.

II. RECOGNITION

The Board recognizes the Federation as the exclusive representative for the following employees of the Board:

Senior Account Clerks, Account Clerks, Stenographic Secretaries, Senior Stenographers, Stenographers, Senior Typist-Clerks, Clerk Typists, Computer Operator Aides, and Computer Operator Trainees expressly excepting here from, those employees excluded by a determination of the Public Employment Relations Board dated February 22, 1971 under Case No. C-0453 and pursuant to consent agreement dated January 16, 1978 under Case No. C-1616.

The period of unchallenged representation shall be for the maximum period described in Article 14, Section 208, (2) of the Civil Service Law.

III. PRINCIPLES

1. Nothing contained herein shall deny to any employee the right to join or not join the Federation but membership therein shall not be a prerequisite for employment or continuation of employment.
2. Nothing contained herein shall be construed to deny to any employee any rights afforded by Civil Service Law and Regulations or other applicable statutes.

IV. NEGOTIATION PROCEDURES

1. The Board, or designated representatives of the Board, will meet with representatives designated by the Federation for the purpose of negotiation and discussion in order to reach a mutually satisfactory agreement concerning salaries and other terms and conditions of employment.
2. Upon request of either party for a meeting to open such negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In the following school year, such request shall be made after February 15, 2014. All issues proposed for discussion shall be submitted in writing by the Federation to the Board or its designated representatives at the first meeting. Following clarification of Federation proposals, the Board shall submit in writing to the Federation representatives all additional issues upon which it wishes to negotiate. The second meeting and all necessary subsequent meetings shall be called at mutually agreed times.

3. Designated representatives of the Board and its advisors shall meet at such mutually agreed upon places and times with representatives of the Federation and its advisors for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
4. If either party determines that negotiations have reached impasse, written notice thereof shall be given to the other party and assistance may be requested as provided in Section 209 of the Civil Service Law.

V. DUES DEDUCTION

So long as the Federation is the exclusive negotiating agent as aforesaid, the Board shall deduct once each month from the checks of members of the Federation who submit dues checkoff authorizations in writing to the Board, the amount of Federation dues as determined by the Federation in accordance with written memorandum thereof to be filed by the Federation with the Board. Such authorizations shall remain in effect until written revocation shall be delivered or mailed to the Business Office of the Board. The Board will transmit monthly the amount of such dues upon authorization in writing by the Federation, which authorization and direction shall be effective without change for the period of this agreement.

VI. SALARIES

1. The employees' salary schedules for 2011-2012, 2012-2013, and 2013-2014 shall be in accordance with Schedules A, B, and C annexed hereto.

- a) Salaries of ten (10) month employees shall be prorated on a 10/12 basis of the salary schedule.
2. The Board agrees to continue in the 1/60 retirement plan for all full time employees, pursuant to the New York State Employees' Retirement System law, and who are or became members of the New York State Employees' Retirement System. The pension plan shall be retroactive to 1938.
3. The payment of salaries shall be made on the basis of a 1/26 salary plan with payment every second Friday.
4. The Board Agrees to pay longevity increments as follows:

	<u>YEARS</u>		
	2007-2008 thru 2008-2009	2009-2010 thru 2010-2011	2011-2012, 2012-2013 thru 2013-2014
After 14 Years:	\$ 1,035.00	\$1,075.00	\$1,075.00
After 19 Years:	\$ 710.00	\$ 740.00	\$ 740.00
After 24 Years:	\$ 575.00	\$ 590.00	\$ 590.00

Longevities earned shall be reflected in the paycheck immediately following the secretary's anniversary date. Such longevity payment shall be prorated on the basis of the salary for the July 1st through June 30th fiscal year.

VII. WORKING CONDITIONS

1. Lateness or leaving before the end of an employee's work day without prior approval of the Business Administrator or the employee's immediate supervisor shall be cause for disciplinary action and/or payroll deduction.

2. Leaving the building during assigned working hours, for any reason not related to the scope of employment, shall not be permitted without prior approval of the Business Administrator or the employee's immediate supervisor.
3. All employees are expected to comply with rules, regulations and directives adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this agreement.
4. All personnel covered by this agreement shall receive vacations in accordance with Schedule "E" annexed hereto.
5.
 - a) All full time twelve (12) month employees covered by this agreement shall be allowed twelve (12) sick days a year with unused sick days to be cumulative to 200 days.
 - b) All full time ten (10) month employees shall be allowed ten (10) sick days a year with unused sick days to be cumulative to 150 days.
 - c) A doctor's note shall be required after an absence of three or more days. This shall not preclude the Board from requesting medical substantiation in individual situations.

6. **Health Insurance**

- 1/ a) **Health Insurance** – The District will continue to provide health/hospitalization insurance for all eligible employees and their dependents. All employees covered by such insurance shall be required to contribute towards the cost of premium for such health/hospitalization insurance. The schedule is as follows:
 - i) Full time secretaries who were first employed by the District in this capacity on or

after July 1, 2007 shall contribute (17%) of the cost of premium for either individual or family coverage.

ii) Full time secretaries who were first employed by the District in this capacity prior to July 1, 2007 shall contribute towards the cost of premium for either individual or family coverage in accordance with the following schedule:

1. 2007-2008	14% of premium
2. 2008-2009	15% of premium
3. 2009-2010	16% of premium
4. 2010-2011	17% of premium
5. 2011-2012	17% of premium
6. 2012-2013	17% of premium
7. 2013-2014	17% of premium

Said contribution shall be deducted from each paycheck in equal installments.

b) **Declination of Coverage** – Employees shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouse's health coverage. Employees who exercise this option shall notify the District of their intentions in writing by June 1st. Effective July 1, 2011, each such employee shall receive the following:

1.	2007-2008	\$5,125.00
2.	2008-2009	\$5,225.00
3.	2009-2010	\$5,325.00
4.	2010-2011	\$5,425.00
5.	2011-2012	\$5,425.00
6.	2012-2013	\$5,425.00
7.	2013-2014	\$5,425.00

Employees new to the District must notify the District of their intentions within 15 calendar days following their first day of employment. Such payment shall be made in

two installments, i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.

- c) **Reinstatement** – Employees who have withdrawn from the health and hospital insurance plan as described in paragraph 6. b. shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. If the employee requests reinstatement during the school year for which the employee had exercised her/his option as described in paragraph 6 b. above, the employee shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1st.

- d) **Dual Coverage** – Employees whose spouses are also employed by the District and eligible for participation in the District’s health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two employees. Such individuals will have the following choices as regards their District-provided health and hospital coverage:
 - i) One family plan, one individual plan and no declination benefit.
 - ii) Two individual plans and no declination benefit.
 - iii) One family plan, no individual plan, and one declination benefit.

- e) **Health Insurance in Retirement** - Effective July 1, 2007, to be eligible for Health Insurance in retirement, all Unit members must have been employed by the District in such Unit for at least 10 consecutive years without any breaks in service in a full time assignment in which they received or were eligible to receive health insurance coverage.

For the purposes of this provision, layoffs of Unit members and/or Board approved leaves of absence shall not be considered breaks in service for employees who return to the bargaining Unit after such layoffs and/or from such leaves.

Upon retirement, all eligible Unit members first employed on or after July 1, 2007 will contribute 10% of the cost of the premium the district contributes for individual health insurance coverage for the retiree. The District will contribute 50% of the premium for family/spousal health insurance coverage to such eligible retirees. (90% individual and 50% spousal/family)

Upon retirement, all eligible Unit members first employed prior to July 1, 2007 will be eligible for health insurance coverage in retirement. The District will contribute the full premium (100%) for individual coverage for the retiree and fifty percent (50%) of the premium for spousal/family coverage. (100% individual and 50% spousal/family)

2/ **Life Insurance** – The Board will continue to provide to each employee covered by this agreement, a fully paid group term life insurance policy in the amount of ten thousand dollars (\$10,000).

3/ **Dental Insurance** – Effective July 1, 2007, the District shall contribute a maximum of \$230.00 per employee toward the cost of individual dental insurance and a maximum of \$450.00 per employee toward the cost of family dental insurance coverage. Effective July 1, 2009, the District shall contribute a maximum of \$280.00 per employee toward the cost of individual dental insurance and a maximum of \$500.00 per employee toward the cost of

family dental insurance coverage. This insurance plan will be the same as that offered all full-time teachers in the District.

4/ Flexible Benefits Plan – Effective August 1, 1998, unit members shall be permitted to participate in the District's Flexible Benefits Plan, pursuant to Section 125 of the Regulations of the Internal Revenue Service.

7. All personnel covered by this agreement shall be entitled to two (2) personal days after one (1) year of service. Unused personal days shall be added to an employee's sick day accumulation. Such accumulation shall not exceed the limits prescribed above. Application for approval for a personal day shall be made. However, no reason need be given for a personal day.
8. An employee who suffers a personal injury in the actual performance of her/his assigned duties and is absent as a result thereof shall be paid for such days of absence up to the extent of her/his accumulated sick leave. Upon her/his return to duty on a full time basis her/his sick day bank will not be diminished. Such injury shall be reported immediately to the school nurse in the building and, where required, necessary medical information shall be furnished.
9. a) The Board reserves the right to make promotions and transfers on the basis of merit as the needs of the district indicate. Seniority will be considered but shall be determinative only when the Board judges that the skill and ability and qualifications of employees involved are equal.
- b) All full time permanent vacancies shall be posted. The district will provide civil service title, civil service qualifications and salary on job postings. Employees interested in a

lateral transfer in title to such vacancy shall apply in writing to the Business Administrator. Preference will be given to the applicant with the greatest seniority in the district from among candidates of similar ability. However, the decision of the Business Administrator shall be final. In the event after a posting has been made and not filled with a permanent appointment in that vacancy the District will repost the position prior to filling it with a permanent appointment.

c) Once such vacancy has been filled by a transfer, no further posting shall be required.

10. Upon request made reasonably in advance, an employee shall be permitted to examine her/his personal file with the exception of original letters of recommendation and pre-employment information.

Employees shall be notified in writing when additions or deletions are made to their personal files. The employee shall be given an opportunity to examine such materials and to append any materials or statement of reasonable length, that she/he may wish, to the materials in her/his file. Materials of a derogatory nature, if untrue, shall be removed from an employee's personal file.

11. In the event of any prolonged illness or other physical incapacitation resulting in a continuous absence for more than 30 days, and after the exhaustion of all accumulated sick days credited to her/him, an employee will be entitled to the use of vacation days to the extent of full days then earned. This provision shall be subject to such medical substantiation as the Business Administrator may require.

12. In the event employment is terminated by reason of ill health (subject to such medical substantiation as may be required) after one or more years of service, or retirement after ten or more years of service, an employee will be paid for vacation days to the extent of full days then earned. In the event of the death of an employee after one or more years of service, such payment will be made to her/his estate.

13. **Long Term Illness Protection Plan**

Effective July 1, 1988, all employees who have completed three or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive work days due to a medically certifiable illness and who have expended their sick bank salary protection shall be eligible for coverage under the self-insured district long term illness protection plan in accordance with the following regulations and procedures:

- 1/ Application for coverage can be arranged by contacting the District Personnel Office advance of the last day of salary coverage.
- 2/ The employee shall submit by mail or messenger an application for coverage and written report from her/his family physician concerning her/his illness, (forms available in the District Personnel Office).
- 3/ The application and family physician's statement must be approved by the School District Physician. Adequate information shall be provided to allow for a consultation process between the physicians. Periodic verification of continuation of illness may be requested by the Board from the employee and her/his physician.

- 4/ An approved applicant will be eligible to receive coverage at her/his annual base salary per diem rate (1/260) including any paid holiday during that period up to a total of \$2,500 for each year of the contract commencing on the first workday of continued illness absence that the employee is off the payroll by virtue of having expended her/his sick leave bank. Such payment may take into account any benefits received by the employee from Workers' Compensation.
- 5/ Regular yearly sick bank allotment shall be activated upon the first day that the employee returns to work in the new anniversary year.
- 6/ An individual who has been on extended sick leave benefit and who suffers a relapse or a recurrence of the same illness will resume extended illness allowance at the point reached when she/he returned to duty prior to such relapse or recurrence.
- 7/ A total yearly sum of \$7,500 for each year of the contract shall be allocated by the Board of Education for such purposes. Total payments in any one school year shall not exceed that amount and any funds remaining shall not be accumulated or carried over.
- 8/ Employees who make application for a leave of absence for reasons of extended illness shall be eligible up to the limits of the plan.
- 9/ **Replenishment Clause**
- All employees who have completed three or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive workdays due to a medically certifiable illness and who have not expended their sick bank salary

protection shall be eligible for a replenishment of sick days in the school year following the medically certifiable illness in accordance with the following procedure:

Application for such coverage shall be submitted at the time of illness in accordance with Items 2 and 3 (above). The number of days to be replenished shall be determined by dividing the employee's 1/260 annual base salary per diem rate into \$2,500 for the life of the contract. The amount of days returned to the employee's sick bank shall not cause the bank to exceed the total number of days credited prior to the commencement of the illness. Such replenishment days shall not result in the employee claiming sick day bonus allocation. Such allocation shall be computed on the days remaining in the bank at the close of the school year.

14. Beginning July 1, 1974 any employee who submits to the Business Administrator before May 1st of any school year written statement of retirement under the New York State Employees' Retirement System to take effect at the end of June of the school year shall be eligible for payment of unused sick leave. This payment shall be included in the last salary voucher. For employees who retire other than at the end of the school year, sixty (60) days written notice in advance is similarly required.

The accumulated sick leave payment shall be at the rate of \$60.00 per day to a maximum of 200 days. In the event retirement for any reason does not become effective, the sum advanced shall be returned to the District.

15. All employees covered by this agreement will participate in staff development programs. The programs shall be developed by the District in consultation with the Federation and shall be

targeted towards improving the employee's skills in the performance of her/his assigned duties. Such programs will be offered during normal operating hours and shall consist of a minimum of seven (7) hours per year.

16. When schools are officially closed for reasons of weather conditions or emergencies, clerical personnel will not report for duty.

17. **Summer Hours**: The workday for unit members during July and August shall be 8:00 a.m. until 3:00 p.m. commencing on July 1st. However, all employees will resume their regular work schedule from 8:00 a.m. until 4:00 p.m. during the last five (5) workdays in August.

18. **Payments to the Estate**: In the event of the death of an employee after one or more years of service, such payment will be made to her/his estate. In addition, the estate of the deceased employee will be reimbursed for the value of her/his accumulated sick and personal days at the daily rate for reimbursement of unused sick leave which is in effect at the time of death as per Article VII-14 of this agreement.

19. **Holidays**: All unit members on continuing payroll status shall be entitled to 16 paid holidays. Three (3) additional holidays (hereinafter referred to as "Break Days") will be provided annually to each Unit member. At most one (1) of these three (3) "Break Days" can be taken during each of the three (3) interior vacation periods. (December, February, March/April) that are offered during the school year. The scheduling of this day will be subject to the guidelines in Schedule D, paragraph E of the collective bargaining agreement.

20. **Bereavement Days** – Each Unit member shall be entitled to up to five (5) days of bereavement leave in connection with a death in the immediate family. Such days shall commence on the day immediately following the death of the immediate family member and shall include weekends and/or holidays. Unusual circumstances associated with the commencement of these days will be considered by the Superintendent of Schools or her/his designee. Immediate family shall include: Parent, step-parent, child, spouse, brother, sister, step brother, step sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild, or any other relative living in the employee's immediate household. Such days will not be charged as sick or personal leave and cannot be accumulated.

21. **Emergency Make-Up Day** – In the event that Central Administration reduces the school calendar by closing schools to students during the spring semester and such closure is related solely to the fact that schools were not closed for emergency reasons during the school year, unit members shall not be required to report to work on any one such designated unused emergency make-up day, to be designated by administration, and will be paid. Under no circumstances will employees be permitted to be off work with pay on more than one such day per year. The selection of the aforementioned day shall be within the sole discretion of Administration. Except as specifically set forth in this paragraph, nothing contained in this provision shall change any contract provision and/or past practice with regard to emergency make-up days.

22. **Hazardous Workplace** – An employee shall have the right to file a written complaint with his/her building principal if she/he reasonably believes that a workplace hazard endangering the employee's health, safety and welfare exists. Such complaints must be filed within five (5) business days of the date on which the employee knew or should have known of the allegedly hazardous condition. In the event that building administration rejects such a complaint and/or indicates that it will not take any action on same, the employee may appeal the decision to the Superintendent of Schools or her/his designee. The Superintendent's decision to affirm or reverse the principal's determination shall be final, and non-grievable and rendered within five (5) business days of receipt of the appeal. Nothing contained herein shall be construed to prohibit the filing of a complaint by an employee to any governmental agency.

23. **Evaluation** – All members of the unit will be evaluated annually. Employees will receive and sign a copy of the written evaluation by July 15th of the following school year and be provided the opportunity to add written comments to the evaluation. Annual evaluations will be processed using the attached form. Employees shall have reasonable access to personal files.

24. **Partial Work Days** – Any Unit member, who, because of illness or other authorized reason, works less than four (4) hours during her/his normal shift, shall be deducted one-full day's sick leave. If a Unit member works more than four (4) hours in accordance with the above, she/he shall be deducted one-half (1/2) days sick leave. Any Unit member who, because of illness or other authorized reason, works less than eight (8) hours during her/his normal shift,

can opt to be paid for actual hours worked instead of losing the sick time noted above in this paragraph.

VIII. GRIEVANCE PROCEDURE

The Board and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances.

All complaints, controversies, disputes or grievances between the parties or their members arising out of or relating to a specific term or provision of this Agreement, or to the interpretation or application or breach thereof shall be resolved pursuant to the following procedures:

A grievance shall be filed in writing within thirty (30) work days from the date of occurrence, or within thirty (30) work days of the date when the aggrieved bargaining unit member or the Federation knew or had reason to know of the act or omission whichever occurs earlier. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived unless the time limits have been extended by mutual agreement of the parties.

Step 1: The grievant and/or her/his Federation representative shall file a grievance with the immediate supervisor. The grievant and/or her/his Federation representative shall meet with the immediate supervisor in an attempt to resolve the grievance in an informal manner. No determination shall be made by the immediate supervisor at such an informal meeting which diminishes, amends, or otherwise modifies the provisions of this Agreement. If the grievance is not satisfactorily resolved at the informal conference, the immediate supervisor shall render a written decision to the Federation and the grievant within three (3) work days after the informal conference.

Step 2: If the grievance has not been resolved at Step 1, then within five (5) work days after receipt of the Step 1 Decision, the aggrieved bargaining unit member or the Federation may submit the grievance to the Superintendent or her/his designee. The Superintendent or her/his designee shall, within five (5) work days of receipt of the grievance convene a grievance meeting. Within eight (8) work days after the meeting, the Superintendent or her/his designee shall issue a written response to the aggrieved bargaining unit member and the Federation.

Step 3: Advisory Arbitration: If the grievance has not been settled at Step 2, then within ten (10) workdays after receipt of the Step 2 response, it may be submitted by the Federation to advisory arbitration. An arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and the Voluntary Labor Arbitration Rules shall apply to all arbitration procedures. The arbitrator shall have jurisdiction only over disputes as submitted by the parties and in no event shall have the authority to add to, subtract from, or amend the provisions of this Agreement. A decision or award of the arbitrator shall be made within thirty (30) days after the closing of the hearing. Such decision or award shall be advisory to the parties.

Each party shall make known to the other its response in writing to the advisory determination and award within ten work days after receipt of the determination and award. The arbitrator's fees and expenses shall be shared equally by the parties.

IX. TEMPORARY EMPLOYMENT CREDIT

A temporary employee who subsequently becomes a full time employee shall be granted credit on the salary schedule for such temporary service provided, however, that a period of time no longer than six (6) months shall pass without such employee being reemployed either as a temporary or full-time employee. These provisions shall not apply to persons employed on a temporary or full time basis prior to July 1, 1968. Employees' date of permanent full-time employment shall be used to determine allowances for vacation, sick leave and personal days.

X. PROMOTIONS

All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards.

XI. LABOR-MANAGEMENT LIAISON

1. The Business Administrator or his representative and up to three (3) representatives of the Federation shall meet at mutually agreed upon times during the year to consult informally on matters of district wide concern to the personnel covered by this agreement and to facilitate the implementation of this agreement.
2. Staff Development -- See Article VII, Paragraph 15.

XII. GENERAL

1. Copies of this agreement shall be reproduced by the Board and a copy furnished to each employee.
2. The parties recognize that this agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
3. This agreement shall supersede any existing Board policy where the same is in conflict with any provision of this agreement. With respect to matters affecting terms and conditions of employment not covered by this agreement, the Board agrees that it will make no changes in clearly defined policies without appropriate prior consultation and negotiation with the Federation.
4. The District shall authorize a total of 10 days in 2011-2012, 10 days in 2012-2013, and 10 days in 2013-2014 for the purpose of allowing Federation officials to attend out of district conferences and meetings pertaining to Federation business. Employees so designated by the Federation shall file a personal day slip marked "Federation Business" with their immediate supervisor.
5. The term of this agreement shall be from July 1, 2011 to June 30, 2014. The parties agree that all negotiable items have been discussed through negotiations leading to this agreement and

therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.

6. Every member of the bargaining unit who is not a member of the Federation shall, as a condition of continuing employment, within thirty (30) days after the initial date of employment or within thirty (30) days after this section becomes effective, whichever is later, pay to the Federation an agency fee; such fee shall be equal to the membership dues of the Federation and its affiliates. Such fee shall be deducted by the District and transmitted to the Federation.

Whenever the District is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District unless and until the Federation shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the District and the Federation, stating the amount of the agency fee to be so deducted and paid on behalf of such unit member. The Federation shall certify to the District in writing the current rate of agency fee. The Federation shall give the District thirty (30) days written notice prior to the effective date of any changes in the agency fee.

7. So long as the Federation is the exclusive bargaining agent as aforesaid, the Federation agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is not in effect or may hereafter be amended.

8. 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.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND AND SEAL THIS
DAY OF 19, April 2012

MASSAPEQUA BOARD OF EDUCATION

BY Maryanne Fischer
Maryanne Fischer, President

MASSAPEQUA FEDERATION OF TEACHERS,
SECRETARIAL UNIT

BY Claire K. Quirk
Claire K. Quirk, President

Clerical Salary Schedules
July 1, 2011 thru June 30, 2014

Schedule A

2011 - 12	10 Month	Clerk/Typist	Sr. Clerk/Typ.	Steno	Senior Steno	Sten. Secretary	Acct. Clerk	Sr. Acct. Clerk
	1A	1	2	3	4	5	6	7
Step								
1	\$ 29,849	\$ 35,818	\$ 36,651	\$ 36,840	\$ 37,975	\$ 38,704	\$ 38,505	\$ 39,338
2	\$ 30,240	\$ 36,288	\$ 37,119	\$ 37,306	\$ 38,443	\$ 39,173	\$ 38,971	\$ 39,803
3	\$ 31,510	\$ 37,812	\$ 38,648	\$ 38,862	\$ 40,033	\$ 40,784	\$ 40,574	\$ 41,410
4	\$ 32,166	\$ 38,600	\$ 39,438	\$ 39,660	\$ 40,842	\$ 41,602	\$ 41,390	\$ 42,228
5	\$ 32,897	\$ 39,476	\$ 40,314	\$ 40,549	\$ 41,743	\$ 42,511	\$ 42,297	\$ 43,135
6	\$ 34,385	\$ 41,262	\$ 42,124	\$ 42,368	\$ 43,598	\$ 44,389	\$ 44,170	\$ 45,032
7	\$ 35,707	\$ 42,848	\$ 43,718	\$ 43,979	\$ 45,236	\$ 46,044	\$ 45,822	\$ 46,691
8	\$ 37,279	\$ 44,735	\$ 45,628	\$ 45,897	\$ 47,188	\$ 48,019	\$ 47,792	\$ 48,684
9	\$ 38,049	\$ 45,659	\$ 46,555	\$ 46,828	\$ 48,126	\$ 48,961	\$ 48,732	\$ 49,629
10	\$ 42,911	\$ 51,493	\$ 52,458	\$ 52,791	\$ 54,235	\$ 55,162	\$ 54,907	\$ 55,873
11	\$ 46,836	\$ 56,203	\$ 57,188	\$ 57,598	\$ 59,144	\$ 60,138	\$ 59,862	\$ 60,847

Schedule B

2012 -13	10 Month	Clerk/Typist	Sr. Clerk/Typ.	Steno	Senior Steno	Sten. Secretary	Acct. Clerk	Sr. Acct. Clerk
	1A	1	2	3	4	5	6	7
Step								
1	\$ 29,849	\$ 35,818	\$ 36,651	\$ 36,840	\$ 37,975	\$ 38,704	\$ 38,505	\$ 39,338
2	\$ 30,240	\$ 36,288	\$ 37,119	\$ 37,306	\$ 38,443	\$ 39,173	\$ 38,971	\$ 39,803
3	\$ 31,510	\$ 37,812	\$ 38,648	\$ 38,862	\$ 40,033	\$ 40,784	\$ 40,574	\$ 41,410
4	\$ 32,166	\$ 38,600	\$ 39,438	\$ 39,660	\$ 40,842	\$ 41,602	\$ 41,390	\$ 42,228
5	\$ 32,897	\$ 39,476	\$ 40,314	\$ 40,549	\$ 41,743	\$ 42,511	\$ 42,297	\$ 43,135
6	\$ 34,385	\$ 41,262	\$ 42,124	\$ 42,368	\$ 43,598	\$ 44,389	\$ 44,170	\$ 45,032
7	\$ 35,707	\$ 42,848	\$ 43,718	\$ 43,979	\$ 45,236	\$ 46,044	\$ 45,822	\$ 46,691
8	\$ 37,279	\$ 44,735	\$ 45,628	\$ 45,897	\$ 47,188	\$ 48,019	\$ 47,792	\$ 48,684
9	\$ 38,049	\$ 45,659	\$ 46,555	\$ 46,828	\$ 48,126	\$ 48,961	\$ 48,732	\$ 49,629
10	\$ 42,911	\$ 51,493	\$ 52,458	\$ 52,791	\$ 54,235	\$ 55,162	\$ 54,907	\$ 55,873
11	\$ 46,836	\$ 56,203	\$ 57,188	\$ 57,598	\$ 59,144	\$ 60,138	\$ 59,862	\$ 60,847

Schedule C

2013 - 14	10 Month	Clerk/Typist	Sr. Clerk/Typ.	Steno	Senior Steno	Sten. Secretary	Acct. Clerk	Sr. Acct. Clerk
	1A	1	2	3	4	5	6	7
Step								
1	\$ 30,147	\$ 36,176	\$ 37,018	\$ 37,208	\$ 38,355	\$ 39,091	\$ 38,890	\$ 39,731
2	\$ 30,542	\$ 36,651	\$ 37,490	\$ 37,679	\$ 38,828	\$ 39,564	\$ 39,361	\$ 40,201
3	\$ 31,825	\$ 38,190	\$ 39,034	\$ 39,250	\$ 40,433	\$ 41,191	\$ 40,980	\$ 41,825
4	\$ 32,488	\$ 38,986	\$ 39,833	\$ 40,057	\$ 41,250	\$ 42,018	\$ 41,804	\$ 42,651
5	\$ 33,226	\$ 39,871	\$ 40,717	\$ 40,954	\$ 42,160	\$ 42,936	\$ 42,720	\$ 43,566
6	\$ 34,729	\$ 41,675	\$ 42,545	\$ 42,791	\$ 44,034	\$ 44,833	\$ 44,612	\$ 45,482
7	\$ 36,064	\$ 43,277	\$ 44,155	\$ 44,418	\$ 45,688	\$ 46,505	\$ 46,280	\$ 47,158
8	\$ 37,652	\$ 45,182	\$ 46,084	\$ 46,356	\$ 47,660	\$ 48,499	\$ 48,270	\$ 49,170
9	\$ 38,429	\$ 46,115	\$ 47,021	\$ 47,296	\$ 48,607	\$ 49,451	\$ 49,219	\$ 50,126
10	\$ 43,340	\$ 52,008	\$ 52,983	\$ 53,318	\$ 54,777	\$ 55,713	\$ 55,456	\$ 56,432
11	\$ 47,304	\$ 56,765	\$ 57,760	\$ 58,174	\$ 59,736	\$ 60,739	\$ 60,460	\$ 61,455

Note: The basic workweek for clerical employees will be thirty-five hours. Overtime will be paid at the straight hourly rate up to forty hours per week, and at a time and one-half for overtime in excess of forty hours per week.

SCHEDULE D

- A. Vacation Days will be credited as of June 30th in each year of the Agreement in accordance with the following schedule:

12 Month Employees

Length of full-time employment completed by June 30 of current calendar year.

3 months	3 days
4 months	4 days
5 months	5 days
6 months	6 days
7 months	7 days
8 months	8 days
9 months	9 days
10 months to 1 full year	10 days
3 full years	12 days
5 full years	15 days
10 full years	20 days

- B. Vacation time may not be accumulated from one school year to another.
- C. ~~Vacation schedules are subject to the approval of the immediate supervisor.~~
- D. An employee who leaves the District prior to June 30th shall not be entitled to a pro-rated vacation allowance. Notwithstanding the foregoing, personnel who have been employed

by the District for not less than ten (10) years and who are eligible to retire and receive pension benefits from the New York State Employees' Retirement System will be granted a pro-rated vacation allowance from the previous July 1st to the effective date of retirement.

- E. Vacation schedules including the number of employees on vacation at any one time are subject to the approval of the immediate supervisor. In the event of a conflict in vacation requests, preference will be given to the request of the employee with the greatest seniority. Requests for vacation time during the school year will be considered by the Building Principal or his/her designee or Director (if applicable). In the event of a denial of such request, an employee may appeal in writing to the Superintendent of Schools or his designee. The Superintendent may reverse or affirm the decision of the Principal or his/her designee or the Director; however, the Superintendent's decision is final and non-grievable.

Effective July 1, 1989 and thereafter, employees having completed nine years of service, but less than ten years as of June 30th, will have additional vacation days pro-rated as follows:

<u>Date of Employment</u>	<u>Additional Vacation Days</u>
July, August, September	4
October, November, December	3
January, February, March	2
April, May, June	1