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AGREEMENT

between

FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT

and

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

July 1, 2013 – June 30, 2016

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This agreement is made by and between the BOARD OF EDUCATION of the 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 2013-14 through 2015-16.

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
- Principal Typist Clerk
- Personnel Clerk
- Senior Personnel Clerk
- Account Clerk
- Senior Account Clerk
- Principal Account Clerk
- Senior Stenographer
- Stenographic Secretary

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 the 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 over the selection of the representatives of the other party, and each party may select its representatives from within or outside 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 Employees 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 PROVISIONS 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 conditions 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 this agreement. 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) 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 commands, e.g., the Head Custodian in the school building.

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 this 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 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 other 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 School's 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 School's 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 School's 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 final. The decision shall be made a record of the Board, with a copy furnished to the complainant or his/her representative.

VI. HEALTH INSURANCE

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

Effective July 1, 2013, the Board agrees to pay eighty-two percent (82%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage or the same percentage toward the payment of any other options if the member chooses such options.

Effective July 1, 2014, the Board agrees to pay eighty-one percent (81%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage or the same percentage toward the payment of any other options if the member chooses such options.

Effective July 1, 2015, the Board agrees to pay eighty percent (80%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage or the same percentage toward the payment of any other options if the member chooses such 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 DESA 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 82% health benefits for individual and family coverage through June 30, 2014 to persons who retire during the first year of the contract (July 1, 2013 to June 30, 2014).

The Board agrees to extend its current practice of providing 81% health benefits for individual and family coverage through June 30, 2015 to persons who retire during the second year of the contract (July 1, 2014 to June 30, 2015).

The Board agrees to extend its current practice of providing 80% health benefits for individual and family coverage through June 30, 2016 to persons who retire during the third year of the contract (July 1, 2015 to June 30, 2016).

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 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, 2009 the insurance coverage shall be increased to \$20,000; pro-rated for part-time employees.

VIII. DENTAL INSURANCE

The Board shall pay a flat rate not exceeding \$750 annually in the District Dental Plan for full-time employees; pro-rated for part-time employees.

IX. JURY DUTY

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for the 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. ANNUAL LEAVE

1. Absence from duty because of personal illness shall be excused with full pay on the basis of the paragraph "7":
2. Part-time employees will be allotted five (5) sick days per year.
3. Unused annual leave sick leave (paragraph 1 above) will be cumulative indefinitely.
 - a. For those hired after July 1, 2001, annual leave sick leave will be accumulated to a maximum of 150 days.
4. For extended illness or injury beyond accumulated sick leave, an employee of this District, upon the recommendation of the Superintendent of Schools and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.
5. Employees utilization of family annual leave days shall be subject to the provisions of the Family and Medical Leave Policy.
6. Employees with a minimum of 40 accumulated annual leave days at the onset of the fiscal year and at least 12 unused annual leave days at the end of the fiscal year may exchange the current year's remaining annual leave days at a rate of 1 day for every 3 days in lieu of accrual at the daily rate specified in Article XX
7. All employees are entitled to a minimum of 15 annual leave days annually following the completion of six months of employment
 - Employees who have served continuously for one (1) full year and less than six (6) full years are entitled to 25 annual leave days annually
 - Employees who have served continuously for six (6) full years and less than eight (8) full years are entitled to 26 annual leave days annually
 - Employees who have served continuously for eight (8) full years and less than ten (10) full years are entitled to 30 annual leave days annually
 - Employees who have served continuously for ten (10) full years and less than twelve (12) full years are entitled to 32 annual leave days annually
 - Employees who have served continuously for twelve (12) full years and less than fifteen (15) are entitled to 34 annual leave days annually
 - Employees who have served continuously for fifteen (15) years or more are entitled to 35 annual leave days annually
 - Employees hired subsequent to July 1, 2011, are entitled to no more than 30 annual leave days annually after the completion of nine (9) years of service

8. Annual leave days use for the purposes of vacation shall not exceed 20 days annually, and are to be taken during the time to be determined by the immediate supervisor and approved by the Superintendent.

9. Annual leave days for the purposes of vacation may not be taken during the two-week period prior to the opening of school and the last instructional week of the school year.

10. Whenever possible, vacation requests will be scheduled in advance.

11. Any annual leave days to be used in excess of twelve (12) days in a school year require prior approval from the Superintendent or a doctor's note confirming illness.

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, expenses and/or liability.

XII. BEREAVEMENT

Effective July 1, 1994, all part-time members of this unit as well as all full-time members 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.

XIII. RETIREMENT 1/50 PLAN CLAUSE

The BOARD shall continue to grant 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.

XIV. WORKERS' COMPENSATION CLAUSE

Employees absent because of injury arising out of and in the course of employment shall be granted and charged against 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.

XV. CONFERENCE ATTENDANCE CLAUSE

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

XVI. HOLIDAY CLAUSE

All holidays adopted by the Board for the Calendar Years of this contract shall be holidays for 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 the 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 on the basis of 1/240 of annual rate, and selection will be voluntary. In the event no one volunteers, selection will be based on a rotation plan developed by mutual agreement of both parties.

XVII. 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), employees will not be scheduled to work on Fridays with regular daily hours of work Mondays through Thursdays with the exception of the Friday prior to the opening of school in September. Another day shall be substituted for the last week prior to the opening of school at the discretion of the Superintendent and the Board of Education.

The Board of Education reserves the right to reinstate Fridays as workdays during the pupil summer vacation period with weekly hours of work not exceeding the scheduled hours of weekly work under the four day schedule.

XVIII. SALARIES/LONGEVITY CLAUSE

1. Salary increases for full-time and part-time (pro-rated) unit members will be as follows:

Effective July 1, 2013 \$2,500

Effective July 1, 2014	\$0
Effective July 1, 2015	\$1,000

Starting Salaries:

		Group
Typist Clerk	\$30,500	I
Senior Typist Clerk	\$33,000	II
Senior Steno/Account Clerk/Personnel Clerk	\$35,500	III
Senior Account Clerk/Stenographic Secretary	\$37,500	IV
Senior Personnel Clerk/Principal Typist Clerk	\$37,500	IV
Principal Account Clerk	\$39,500	V

Ending Salaries shall be no higher than the following:

		Group
Typist Clerk (FT and PT pro-rated)	\$60,000	I
Senior Typist Clerk	\$65,000	II
Senior Steno/Account Clerk/Personnel Clerk	\$70,000	III
Senior Account Clerk/Stenographic Secretary	\$75,000	IV
Senior Personnel Clerk/Principal Typist Clerk	\$75,000	IV
Principal Account Clerk	\$80,000	V

Any employee whose 2012-13 salary exceeds the maximum salary prior to the date of this agreement shall be placed in Group V for the purposes of this section.

1. Longevity

- a. Effective July 1st of each school year covered by this agreement, all 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 \$600, which increases shall become part of their salary.
- b. Effective July 1st of each school year covered by this agreement, all 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 \$700, which increases shall become part of their salary.
- c. Effective July 1st of each school year covered by this agreement, all 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 in salary of \$750, which increases shall become part of their salary.

- d. Effective July 1st of each school year covered by this agreement, all 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 in salary of \$800, which increases shall become part of their salary.
- e. Effective July 1st of each school year covered by this agreement, all 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 in salary of \$500, which increases shall become part of their salary. These shall be in addition to the 10, 15, 20 and 25-year longevity increases.
- f. Longevity payments shall be made on the pay period following the anniversary date of the employee's hire date

2. 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	Personnel Clerk
Group IV	Stenographic Secretary
Group IV	Senior Account Clerk
Group IV	Senior Personnel Clerk
Group V	Principal Typist Clerk
Group V	Principal Account Clerk
Group V	Principal Clerk

3. Promotions (Advancement Change in Title)

- a. Any unit member who is awarded an advancement change in title shall thereupon receive a flat dollar increase in salary equal to the increase in starting salaries between the prior title and the promotional title established under paragraph "1" above, provided such increase shall not exceed \$2,500; however, employees shall not be eligible for an advancement change in title more often than once during this contract.

4. 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 to do so.

XIX. OVERTIME

All work in excess of thirty-five (35) hours per week in July and 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.

XX. SUBSTITUTE CLERICAL HELP CLAUSE

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

New security measures implemented to insure a safe, secure environment require two people to be present in the main offices at each school. When a full time clerical is absent for a minimum of ½ day, a replacement shall be assigned to the main office to insure compliance with new security measures.

XXI. TERMINAL LEAVE/RETIREMENT CLAUSE

During the final year of service, employees 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 hereinafter set forth.

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

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

Compensation shall be on the basis of a fixed daily rate based in the Group in which the employee's title is associated times the number of accrued unused annual leave days at a rate of 1 day for every 3 accrued days as follows:

Group I	\$200
Group II	\$250

Group III	\$275
Group IV	\$325
Group V	\$350

Any employee whose daily rate in 2012-13 exceeds the daily rate assigned to their Group will be placed in Group V for the purposes of this section.

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

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

XXII. 403-B PROVISION

IRC SECTION 403-B ANNUITY PLAN

1. District shall establish for the term of this Agreement and expiring June 30, 2016, an IRC Section 403(b) Annuity Plan for employees for terminal leave (retirement) payments for accrued sick leave (*annual leave-Article "XX" herein*) to be deposited therein on behalf of each retiring employee, as a non-elective employer contribution. Each Association member shall consent in writing to the designation of the specific Annuity Plan and fund to which all of the employee's annual contributions, if any, and terminal leave (retirement) payments for accrued sick leave are to be deposited. The form of the IRC Section 403-b Annuity Plan for employees shall be subject to District's requirements, Federal and State Regulations and the provisions of the Contract(s) between the District and its Third Party Administrator, and District shall have no responsibility, nor liability, for any losses resulting from the establishment and maintenance of the Annuity Plan, or for monetary losses incurred by employees as a result of investments in such Annuity Plan.

2. 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.

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*.
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. All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.
7. Duration:
 - (a) The provisions of this Article "XXII" shall be subject to the June 30, 2016 expiration date of this Collective Bargaining Agreement, on which date the provisions of this Article shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law* §209-a(1)(e).

XXIII. 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 subject of good faith negotiations between the Association and the School District.

XXIV. IN-SERVICE

In-Service Credit

The District may, but will not be required to, offer in-service courses for fulltime and part-time employees. 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 \$800 for full time and pro-rated for part-time employees. Payment of \$800 will be made following Board of Education approval and shall be effective the payroll period following the employee’s submission of satisfactory proof of the completion of the course work.

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 employees 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 or her sole discretion, allow a full time or part time member of the unit to attend a course outside the school district, and may, at his/her sole discretion, provide such course outside the school district. These courses must meet the fifteen (150 hour criteria).

XXV. DUES DEDUCTION CLAUSE

The BOARD, by its officers, agents and representatives, will deduct from the salaries of its 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’ authorization shall be on forms provided by the Association.

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 therefore.

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”.

The Business Office shall promptly transmit the amounts so deducted to the

Association. The initial payments shall include lists of members who have elected payroll deductions. Subsequent payments shall include lists of additional names of employees who have elected payroll deductions.

Any 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. Notification of this revocation will be forwarded to the Association. Absent such revocation, authorization shall continue in force from year to year.

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

XXVI. JOB POSTINGS CLAUSE

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

XXVII. PAYROLL DEDUCTIONS

The District agrees to allow payroll deduction for programs sponsored by the bargaining unit as long as the deductions cause minimal impact to the Districts payroll process as determined by District in its sole discretion.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives the day and year noted below.

Dated: September , 2013

**FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT**

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

Mr. Patrick J. Manley
Superintendent of Schools

Emilia Pinello, President

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

Mr. Joseph Armocida, President