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# **AGREEMENT**

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by and between the

**BOARD OF EDUCATION**

of the

**MAMARONECK UNION FREE  
SCHOOL DISTRICT**

and the

**FEDERATION OF SCHOOL SECRETARIES**

**July 1, 2016 - June 30, 2023**

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# THE FEDERATION OF SECRETARIES

## PREAMBLE

It is recognized that the Mamaroneck Federation of School Secretaries/ NYSUT and the Board of Mamaroneck Union Free School District of Mamaroneck, New York have a common responsibility to work together toward the attainment of the aims of the educational program of the district.

## ARTICLE I – RECOGNITION

### A. AGREEMENT

The Board of Education of the Mamaroneck Union Free School District of the Town of Mamaroneck, New York recognizes The Mamaroneck Federation of School Secretaries/NYSUT as the employee organization representing secretarial and clerical personnel employed by the School District, as described below, pursuant to Chapter 392 of the Laws of 1967 of the State of New York conferring upon said Federation the rights accompanying recognition set forth in Section 208 of said statute, providing that unchallenged representation status under the Act is hereby conferred for the maximum period permissible by law. The parties herewith acknowledge that the following titles are currently represented by the FEDERATION: All titles as designated on the salary schedules herein. The parties herewith further acknowledge that the following titles are excluded from the bargaining unit: Secretary to the Chief School Officer, District Clerk, District Treasurer, Administrative Assistant to the Assistant Superintendent for Student Support Services, Secretary to the Assistant Superintendent for Business and Operations, Secretary to the Assistant Superintendent for Curriculum and Instruction, Secretary to the Assistant Superintendent for Administration and Personnel, and Personnel Assistant (Staff Assistant for Administration and Personnel).

Nothing contained herein shall be construed to prevent the Board or its officers from the discharge of their duties and responsibilities in accordance with Section 1709 of the New York State Education Law. Nothing in the agreement is to be construed as in conflict with existing policies or procedures of the Board of Education of the Mamaroneck Union Free School District of Mamaroneck unless such policies or procedures have been specifically altered by the terms of this agreement.

### B. CONTRACT TERM

Unless a different commencement date is identified herein, it is agreed that the provisions of this contract shall be in effect from July 1, 2016 through June 30, 2023.

### C. NEGOTIATION PROCEDURE

On or about April 1 of the year the contract expires, the Superintendent or her/his designee and the Federation and its designee agree to enter into negotiation with the Federation over a successor Agreement.

During the term of this Agreement, the Superintendent and the Federation will present relevant data, and exchange points of view and present proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants to assist in the negotiation.

In the event the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement, the Board will notify the Federation. The Federation will have the right to consult with the Board provided that it files such a request with the Board within five (5) school days after receipt of said notice. The parties may, by mutual agreement, extend the period of time for filing a request. This Agreement incorporates the entire understanding of the parties of all issues which were or could have been subject to negotiation.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE II - COMMITMENT

### A. STRIKES AND PUBLIC PRESSURE

During the term of the Agreement, the Federation shall not cause or sponsor, and no employee shall cause or participate in any strike, work stoppage or other illegal activity directed against the Board.

## ARTICLE III - TERMS IN THIS AGREEMENT

### A. DEFINITION OF TERMS

The terms used in this Agreement shall have the respective meanings set forth in the paragraphs below:

1. Federation means THE MAMARONECK FEDERATION OF SCHOOL SECRETARIES/NYSUT.
2. School year means the time period defined by the Board of Education, in accordance with the State Law.
3. School District or District means the Mamaroneck Union Free School District, Mamaroneck, New York.
4. Board of Education means the trustees, constituting a corporate entity, of the Mamaroneck Union Free School District of Mamaroneck.
5. Superintendent or Superintendent of Schools means the chief administrative officer of the District or her/his designee, and is a term used synonymously with the term representative of the Board.

## ARTICLE IV - PERSONNEL

### A. CURRENT RULES APPLY

All existing terms and conditions of employment will continue in full force and effect unless specifically altered by this Agreement.

### B. WORK DAY AND WEEK

The workday during the school year (September 1 through June 30) will be 7 hours per day, exclusive of a 1-hour lunch. The workweek during such period will consist of 5 days (35 hours).

The workday during the summer (July 1 through August 31) will be 6 hours per day, exclusive of a 1-hour lunch. The workweek during such period will consist of 5 days (30 hours).

Dismissal of employees will be one-half hour before the normal end of day on any working day before a holiday or school vacation period.

Except as specifically set forth above, Unit members shall be provided with no breaks during the workday.

Full-time benefits, including but not limited to health insurance and Welfare Fund coverage, shall be provided for employees who are regularly scheduled to work 35 hours or more per week. Benefits for employees regularly scheduled to work between 25-35 hours per week shall be prorated based upon FTE. No benefits shall be provided for employees who are regularly scheduled to work less than 25 hours per week.

Unit members shall not be required to monitor detention of students.

### C. WORK YEAR

Ten-month employees shall work from September 1 to June 30. At the discretion of the District, ten-month employees may work during the months of July and/or August. In such case, employees will be compensated at the rate of 1/200<sup>th</sup> of salary for each day worked.

Eleven-month employees shall work from September 1 to June 30 and 20 days during the period beginning July 1 and ending August 31. The foregoing twenty (20) days shall be scheduled at the discretion of the employee's immediate supervisor after consultation with the employee.

Unit members shall be required to work all days between September 1<sup>st</sup> to June 30<sup>th</sup> with the exception of school recess periods and all legal and religious holidays incorporated into the school calendar.

Effective June 11, 2020 upon the vacancy of any unit position the District shall have the sole discretion to convert said 10 or 11 month position to a 12 month position after consultation

with the Union President. An appropriate 12 month salary schedule shall be created for 12 month positions.

Twelve-month employees shall work from July 1 to June 30.

D. OVERTIME: PAYMENT - COMPENSATION

Payment at one and one-half times the regular rate will be made for work performed outside of the scheduled hours as defined above in "work day and week."

Payment at double the regular rate will be made for work performed on a Sunday or the following legal holidays: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Good Friday, Martin Luther King, Jr. Day and Memorial Day.

Compensatory time off may be granted on an hour-for-hour basis, by mutual agreement between the employee and his/her immediate supervisor, for any hours worked by the employee between 36 and 40 during the school year and for any hours worked by the employee between 30 and 40 during the summer. Such an arrangement must be filed with Personnel indicating the date and hours worked beyond the usual schedule and the date and hours excused. In accordance with the provisions of the Fair Labor Standards Act, employees represented by the Mamaroneck Federation of School Secretaries/ NYSUT, may receive an hour and a half of compensatory time for any hour worked beyond 40 hours in any work week.

No member of the unit may carry more than five (5) days of accumulated compensatory time at any one time. Compensatory days must be used in the same school year they are earned.

No overtime payment or compensatory time will be due any employee unless prior approval for said overtime is on file and signed by the Superintendent of Schools or her/his designated representative. Any work for which overtime is paid or compensatory time is granted must be performed in one of the buildings of the Board of Education under the direction of a qualified supervisor.

E. ABSENCE FOR REASONS OF PERSONAL BUSINESS

Effective July 1, 1998, each employee, beginning in his/her fourth year of employment, shall receive five (5) personal days per year for the purpose of transacting personal business, which cannot be conducted at any other time than during work hours. Employees serving in their first year shall receive two (2) days; second year three (3) days; and the third year four (4) days. Individuals must be employed prior to January 31<sup>st</sup> to receive credit for a year. Absence of any employee for a half or full day for any reason other than a personal illness or death in the immediate family must be requested in writing no less than ten (10) work days in advance, except in cases of emergency. Such requests shall be made on the form prescribed by the District, recommended by the employee's immediate supervisor and copied to the Administrator for Personnel for approval in advance of the requested leave. The Administrator for Personnel is authorized by the Board of Education to excuse an employee, without deduction of pay, for reasons of personal business, subject to

recommendation by the employee's immediate supervisor. This includes absences preceding or following a holiday. Details of personal business must be sufficient for validation without divulging confidentiality.

If emergency circumstances beyond the employee's control (i.e. impassable roads, unavailable public transportation) deprive the employee of any means of reaching school, the employee's absence may be excused and the employee must notify his/her immediate supervisor as soon as possible to allow for employment of a substitute, if deemed necessary. Such absences shall not be charged against sick leave, but shall be charged as personal days.

Effective July 1, 1998, up to two (2) unused personal leave days will be added to accumulated sick leave annually.

F. BEREAVEMENT LEAVE

Employees shall be allowed up to five (5) days of absence on the occasion of the death of spouse, domestic partner (as defined by NYSHIP and/or Empire), children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law and sisters-in-law.

G. ABSENCE FOR JURY DUTY

Any employee who receives a summons (or notice) to report for jury duty shall notify his/her immediate supervisor and the Administrator for Personnel. Jury duty shall be considered an excused absence and shall not be charged to the employee's leave time.

Subject to the requirements of law and/or the rules of the applicable court(s), employees shall be required to request an adjournment of jury duty to a time when school is not in session. Employees shall be required to submit evidence of the request for adjournment to his/her immediate supervisor and the Administrator for Personnel. Employees shall also be required to submit documentation to his/her immediate supervisor indicating the requested adjourned date of the jury service.

Employees excused from jury duty must submit a record of their time spent on jury duty and must appear at their assigned location if they are excused for all or part of the day from jury duty. Employees who are absent from jury duty for any reason must report their absences in the same manner as if they were working.

Employees receiving jury duty compensation while receiving full pay from the District shall remit said compensation to the District.

H. UNEXCUSED ABSENCE

Each day of unexcused absence on the part of any employee of the school district will result in the following deductions from the employee's salary:

1/200th of the employee's yearly salary for 10-month employees

1/220th of the employee's yearly salary for 11-month employees.



## I. SICK LEAVE POLICY

The sick leave policy for unit members is set forth in the chart and rules which follow. A medical certificate signed by a registered physician may be required for any reported illness. For absences in excess of a week, periodic medical certificates may be required.

1. This plan provides self-renewing and accumulative protection. Each employee of the district is allowed leave for personal or family illness without loss of salary for twelve (12) days per year. For absences for reason of personal or family illness in excess of three (3) consecutive work days, the District may request a doctor's note/certificate. In such instances, the doctor's note/certificate shall be provided to the employee's immediate supervisor and the Administrator for Personnel.

Unused sick leave days shall be accumulated from year to year up to a total of 180 days. Self-renewing sick leave days are allowed each employee as a reserve in the event personal illness requires more sick days than the employee will receive after she/he has used up her/his accumulated days. Self-renewing sick leave days are designated for her/his particular year(s) of service.

The potential combined maximum number of sick leave days available to each employee will depend upon her/his years of service, the number of unused accumulative sick leave days she/he has accumulated, and the number of self-renewing days allocated to her/his service years. Reference is made to actual working days only; employees hired during the middle of a school year shall receive prorated sick leave, and any exception to or extension or modification of the plan is at the discretion of the Board. This sick leave plan is subject to review by the Board of Education in consultation with the Federation.

2. The service year shall correspond with the employee's step on the appropriate salary schedule and she/he will be allowed to accumulate up to a maximum of fourteen (14) days of unused sick days per year, up to a maximum amount of 180 days.

Self-renewing days allowable, if required, shall be determined by her/his service years. The table which follows is intended as a guide to indicate the operational features and optimum benefits of the sick leave plan.

Service Year	Self-Renewing Days	Accumulated Days Allowed Per Year*	Maximum Number of Accumulated Days	Potential Combined Maximum Number of Sick Leave Days**
1	--	14	14	14
2	10	14	28	38
3	10	14	42	52
4	10	14	56	66
5	15	14	70	85
6	15	14	84	99
7	15	14	98	113
8	20	14	112	132
9	20	14	126	146
10	25	14	140	165
11	25	14	154	179
12	25	14	168	193
13	35	14	182	217
14	35	14	196	231
15	40	14	210	250

\*Including conversion of two (2) unused personal days pursuant to paragraph "E" above.

\*\*Actual numbers determined by the number of unused accumulative sick leave days accumulated.

3. Any employee who is injured under circumstances entitling her/him to the benefits of the Worker's Compensation Law of the State of New York, as an employee of the school district, shall first be required to exhaust their own accumulated leave for the period of such absence. Upon exhaustion of such leave, the employee shall solely be entitled to the benefits provided pursuant to Worker's Compensation Law. Employees shall be entitled to restoration of his/her leave days utilized in connection with this provision to the extent determined by the Worker's Compensation Board. The determination of the Worker's Compensation Board that the disability resulting from such injury has terminated shall be conclusive.

#### J. LEAVE OF ABSENCE

Upon recommendation of the Superintendent of Schools, the Board of Education may grant unpaid leaves of absence to employees, provided the employee requests such leave at least forty-five (45) days in advance, except in cases of emergency. Such leaves may be for a period of one (1) year to be renewed at the discretion of the Board of Education. Request for leave is to be in writing. All benefits and salary increments to which the employee is entitled upon taking leave will resume upon the return of the employee. The employee is entitled to return to the position held at the time leave was granted or one equivalent in civil service rating.

K. POSTING OF VACANCIES

Vacancies in the school district will be posted on the school bulletin boards and employees will be notified of such vacancies at least thirty (30) days prior to the position being vacated. In the case of an unexpected vacancy, said notice shall be provided no later than ten (10) days after the vacancy occurs. Notice of openings occurring during July and August will be forwarded to returning 10-month employees that submit personal email addresses on the "WinCapWeb" employee self-service system (or other appropriate district communication tool) prior to leaving at the end of the school year.

It is the policy of the Board to grant an interview to existing Unit members who are qualified for a particular vacancy prior to the posting of such vacancy to outside candidates. The Federation will be notified of any new hires within the titles included in the recognition clause of the collective bargaining agreement as soon as is reasonably practicable prior to the actual effective date of work.

The Board reserves the right to select all personnel on the basis of qualifications determined by the Administration and approved by the Board of Education.

L. RETIREMENT PLAN

The Board shall provide Sections 75i (New Career Plan) and 41j (Credit Upon Retirement) of the New York State Employees Retirement and Social Security Law.

M. RESTROOM AND LOUNGE FACILITIES

The District shall make an effort to provide adequate restroom and lounge facilities for the secretarial and clerical staff. Said facilities shall be maintained by the Board of Education.

N. SUMMER SICK LEAVE

Sick Leave provisions (Article IV(I)) will continue in force for eleven (11) month employees for the twenty (20) days said employees are required to work from July 1-August 31.

O. ADDITIONAL WORK FOR PART-TIME EMPLOYEES

Whenever feasible and practical, part-time employees will be given an opportunity to work additional hours.

P. DUES DEDUCTION AND AGENCY SHOP

As to employees who voluntarily join the Federation, the Board agrees to a dues deduction for members of the Federation of Secretaries not to exceed a deduction for more than six (6) months. The list of members for whom the deduction will be made will be prepared by and authorized by the Federation.

- a) Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the Federation

will pay by salary deduction to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Federation on the same terms and conditions as are available to every other member of the Federation. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The Federation will certify to the District, in writing, the dues deduction for each member. The Federation agrees to indemnify the District for any improper or illegal payments made to the Federation under the foregoing check-off of Federation dues. The Federation shall be notified of any dues deduction withdrawals.

- b) Any unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals.

Q. TUITION BASED ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF

Full-time unit members residing outside the School District will have the opportunity to enroll their children in the MUFSD providing there is space available, providing that the staff member will be responsible for the transportation arrangements, and providing that the student(s) can be accommodated. Employees will be responsible for paying the MUFSD a tuition that is 50% of the NYSED estimated non-resident tuition report rates for the year.

R. FMLA

Unit members may use up to 6 weeks of paid sick leave (natural birth) or 8 weeks of paid sick leave (caesarian delivery) for leaves of absence due to childcare. In the event a unit member has less than 6 or 8 weeks of accumulated sick leave the remaining leave time shall be granted on an unpaid basis. Any and all days used will be counted towards the 12 weeks available to eligible unit members on an annual basis pursuant to FMLA.

## ARTICLE V - SALARIES

A. SALARY SCHEDULE

1. The salary schedules (see Addenda) apply to all secretarial and clerical employees covered by this Agreement. Initial salaries for employees new to the district will be in accord with the schedule and allowances may be made for five (5) years prior experience in determining an employee's placement on the schedule. Effective April 24, 2009, allowances may also be made for between six (6) and ten (10) years prior experience in determining an employee's placement on the salary schedule, provided that the District demonstrates to the Union, prior to appointment by the Board of Education, that the employee merits such salary schedule placement. No additional salary credit will be allowed for prior experience after the starting step has been approved by the Board and initial employment has begun. Any member of the unit

who has worked in the District for one year or more in a position outside of the unit prior to their initiation into the unit will be granted one (1) year longevity credit for their prior service. It is understood that the one (1) year credit shall not be applied to advance an individual's position on the salary schedule.

Effective July 1, 2020, All unit members shall be placed on the new salary schedule (see Exhibit "A" attached). Placement on the new salary schedule shall be as follows:

- a) Prior to granting step movement on July 1, 2020, all employees shall be placed on the step on the new salary schedule which provides for a base wage increase over the salary granted during the 2019-20 school year. Anyone on Step 15 (inclusive of Step A and B) during the 2019/20 school year shall be placed on Step 18 for the 2020/21 school year.
- b) Thereafter, regular step movement on the new salary schedule shall commence on July 1, 2020. The difference between each step on the new salary schedule will be 1.75%.
- c) Columns LF, C and M will be eliminated as the titles no longer exist.
- d) The Senior Bookkeeper title will be moved to Column Z as it more closely aligns with the Senior Payroll Clerk. Prior to step movement on July 1, 2020, the incumbent shall be placed on the step on the new salary schedule and column which provides for a base wage increase over the salary granted during the 2019-20 school year.
- e) The eleven (11) month Account Clerk title will be moved to column O as it more closely aligns with the Payroll Clerk. Prior to step movement on July 1, 2020, all incumbent(s) shall be placed on the step on the new salary schedule and column which provides for a base wage increase over the salary granted during the 2019-20 school year.
- f) Longevity payments shall not be impacted by the movement to the new salary schedule.
- g) Any unit member hired prior to January 1<sup>st</sup> in a school year, shall be eligible for step movement (increment) on the following July 1<sup>st</sup>. Any unit member hired on or after January 1<sup>st</sup> in a school year, shall not be eligible for step movement (increment) until the July 1<sup>st</sup> following the completion of a full year of service.

2. During the term of the contract, the salary schedule will be increased as follows:

2016-17	0%
2017-18	0%
2018-19	0%
2019-20	0%
2020-21	0% (New salary schedule; see subsection (1) above)

2021-22	0%
2022-23	0%

B. CHANGE IN CLASSIFICATION

For promotional purposes, movement within ACE or MQR is step for step. From C, E & G and Q, R & S to any other classification is a guarantee of an 8% increase.

In the event the employee moves from a 10-month position to an 11-month position, the 8% increase will be in addition to the 10% she/he will be entitled to because of the additional months worked.

C. METHOD OF PAYMENT

Ten-month employees may receive salary payments according to one of the following schedules:

1/20 - 20 equal payments - semi-monthly September through June

1/24 - 19 checks, September through mid-June, totaling 19/24 of the yearly salary and 1 check with 5/24 of the salary paid the last working day in June.

Effective July 1, 2020, Eleven-month employees will be paid as follows:

July and August -- semi-monthly pay at 1/44 of salary each pay period.

September through June -- semi-monthly pay at 1/22 of salary each pay period.

Selection of the method of payment applies only to ten (10) month employees, and must be made on or before June 30 to continue in force through the following June 30.

Effective July 1, 2020, unit members shall be paid by Direct Deposit only.

D. LONGEVITY

For those employees hired between July 1 and January 31, longevity is calculated using July 1<sup>st</sup> of the year of hire. For those employees hired on or after February 1, longevity is calculated using July 1<sup>st</sup> of the following year, i.e. anniversary date is not considered in calculating longevity.

Longevity payments are set forth on the salary schedules for the 2011-2012 and 2012-2013 school years. Effective July 1, 2013, longevity payments shall be removed from the salary schedule(s) and replaced with flat dollar amounts, as set forth below.

Effective July 1, 2013, employees hired before 1998 shall be entitled to the following payments (which shall be increased by the same percentages as salaries for the remainder of the agreement)

	<u>10-month</u>	<u>11-month</u>
16 years	\$1,529	\$1,685
21 years	\$1,841	\$2,026
26 years	\$2,136	\$2,343
30 years	\$2,238	\$2,467

Effective July 1, 2013, employees hired after 1998 shall be entitled to the following payments (which shall be increased by the same percentages as salaries for the remainder of the agreement)

	<u>10-month</u>	<u>11-month</u>
20 years	\$1,249	\$1,249
25 years	\$1,250	\$1,250
30 years	\$1,250	\$1,250

## ARTICLE VI – RETIREMENT RECOGNITION PLAN

Employees shall be eligible for the following benefit, provided said employees have ten (10) or more years of service with the District, are eligible to retire under the New York State Employees' Retirement System and have provided the District with an irrevocable letter of resignation, no later than January 15, with an effective date of June 30, of the retirement year.

Eligible employees shall receive a payment equal to ten percent (10%) of their final year's salary (July 1 – June 30) as set forth in the salary schedule. Notwithstanding the foregoing, a ten (10) month employee's final year's salary shall include per diem days the employee is requested to work by the District during the period from July 1 to August 31 of the employee's final school year of service.

The payment shall be reduced from 10% to 5% for all employees hired on or after June 11, 2020.

## ARTICLE VII - INSURANCE

### A. HEALTH AND HOSPITALIZATION

Eligible unit members shall make the following contribution towards the cost of the premium for the Mamaroneck Public Schools Employee Health Plan (the "Plan") for the purpose of providing hospital, surgical and medical benefits and other related benefits, all of which are described in the Plan, to the secretaries and retirees (individual/family coverage):

Effective from July 1, 2016 through June 30, 2020:

9% for health insurance coverage

7% for prescription coverage

Effective July 1, 2020, eligible unit members who elect into the Mamaroneck Public Schools Employee Health Plan (the "Plan") will contribute:

- 1) 9% for 2020-2021 (health and prescription)
- 2) 10% for 2021-2022 (health and prescription)
- 3) 11% for 2022-2023 (health and prescription)

The parties agree to continue discussions regarding the health insurance plan in a committee to be chaired by the Assistant Superintendent of Business and the Assistant Superintendent of Personnel. The Committee shall regularly meet to review costs, participation rates and benefit design.

The District reserves the right to change health insurance carriers and/or providers and/or plans provided the level of benefits is substantially the same as the existing plan. The District shall provide ninety (90) days' written notice of the above-referenced change(s) to the Association and shall promptly provide the Association with access to documentation which details the new plan. The Association shall have the opportunity to review said documentation for no less than thirty (30) days.

In the event the Association wishes to challenge whether the level of benefits for the new carrier/provider/plan is substantially similar to that of the existing carrier/provider/plan (and the parties herewith acknowledge that this shall serve as the sole basis for challenge) the Association may demand expedited arbitration to resolve the dispute within sixty (60) days of said notice in accordance with the rules and regulations of the American Arbitration Association. Any discovery demands for information beyond what is set forth above shall promptly be made to and subsequent disclosure determined by the arbitrator designated to hear the case.

In determining whether the level of benefits is "substantially the same" the arbitrator shall consider certain factors, including, but not limited to the following:

- The number of participating in-network medical providers;
- The identity of in-network providers who accept the current plan;
- The number, identity and costs of diagnostic labs;
- District premium costs;
- Employee out-of-pocket costs;
- Annual cost limitations (e.g., deductibles, out-of-pocket limits, co-insurance limits, etc.);
- Applicable deductibles for specific services and/or treatments;
- Emergency Medical Transport and Urgent Care availability;
- Availability and cost of Home Nursing Care, Childcare Facilities, Rehabilitative Services, and Durable Medical Equipment;



- Whether a referral is needed to seek specialist treatment;
- Drug plan formulary;
- Drug plan tiers and co-pays;
- Drug plan reliance on mail order pharmacy;
- Any other information the arbitrator deems relevant

The arbitrator shall make said determinations based upon the totality of the factors considered in determining whether the overall level of benefits provided by the plans are “substantially similar”. The arbitrator shall render his/her determination prior to the effective date of the change in plans.

Unit members retiring with an effective date on or after July 1, 2020, shall continue to be eligible for basic Medicare reimbursement as per state and federal regulations. Spouses of said unit members shall not be eligible for any Medicare reimbursement. Unit members retiring from the District by June 30, 2009 shall not contribute towards health insurance in retirement. Beginning July 1, 2009, retirees shall continue to contribute to the health insurance plan at the percentage in place at the time of their retirement from the District. All unit members must complete a minimum of 10 years of service to the District to be eligible for health insurance in retirement.

**B. LIFE INSURANCE**

For each employee represented by the Federation, term life insurance will be paid for by the Board of Education in the amount of one times their annual salary rounded to the nearest \$1,000. The employee may elect to extend the terms of this policy at no cost to the Board if the extension is approved by the insurance company supplying the coverage. Employees wishing to “opt-out” of the life insurance policy shall do so in writing to the Administrator for Personnel no later than July 1<sup>st</sup> of the school year.

**C. WELFARE FUND**

For all full-time unit members the District will contribute the following per capita amounts to the Welfare Trust Fund:

School Year	Amount
2016/17	\$1400
2017/18	\$1400
2018/19	\$1400
2019/20	\$1400

2020/21	Same Rate as MTA
2021/22	Same Rate as MTA
2022/23	Same Rate as MTA

If an employee leaves after such date in each contract year or if a new employee is added after such date, the Board will have no entitlement to a refund for an employee leaving and obligation to make a further payment for a new employee.

The Federation of Secretaries agrees to comply with all applicable requirements of law concerning the fund to be administered by the Federation. It also agrees to indemnify and hold harmless the Board of Education in connection with all claims and costs in connection with the welfare fund.

**D. DISABILITY INCOME INSURANCE**

The Board agrees to provide a disability income insurance policy which will provide the following benefits:

1. 50% of basic monthly salary to the maximum benefit of \$1,500 per month
2. Maximum benefit period is five (5) years
3. The waiting period before the payment of benefits (called the elimination period in the policy) is 90 days.

**ARTICLE VIII - BOARD/FEDERATION RELATIONSHIP**

**A. MAXIMUM FEDERATION SECURITY**

In the event laws are repealed or modified so as to permit greater Federation security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.

**B. SEPARABILITY**

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or one based on a similar state of fact) renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement, which shall remain in full force and effect as if such invalid portion had not originally been included herein.

**C. FEDERATION BUSINESS**

The Federation president(s) or her/his designee shall receive up to three (3) paid days per year for the purpose of attending training sessions, seminars, conventions, etc.

## ARTICLE IX - GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. A "Grievance", shall mean a claim by an employee or employees that there has been a violation or discriminatory application of the provisions of this Agreement to salaries, hours, and working conditions of the employees, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rule or regulation having the force or effect of Law or (2) the Board is without authority to act.
2. "Party in Interest" shall include the aggrieved person, the District or the Federation.

### B. PURPOSE

1. The purpose of this procedure is to secure equitable solutions, at the lowest possible administrative level, to the disputes which may arise as to matters set forth in paragraph A(1).
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to informally discuss the matter with the administration, and having her/his grievance resolved without the intervention of the Federation provided such resolution is consistent with the terms of this Agreement. In such cases, the employee shall have the right to representation by the Federation upon their request.
3. Except as specifically set forth above in paragraph B(2), all grievances shall be initiated and processed by the Federation.

### C. FORMAL PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

1. Level One – The Federation, on behalf of an aggrieved person, must first present the grievance in writing to the grievant's immediate supervisor within thirty (30) calendar days of the event(s) giving rise to the grievance or the grievance shall be waived and barred. The grievant's immediate supervisor shall render a decision on the grievance within ten (10) work days of being presented with the grievance.
2. Level Two - If the Federation is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance at Level One, the Federation may file the grievance in writing with the Superintendent's Office within (10) work days of the receipt of the decision at Level One or within ten (10) work days after presentation of the grievance at Level One when no decision has

been rendered.

The Superintendent, or her/his designee, will represent the administration at Level Two of the grievance procedure. The Superintendent, or her/his designee, will meet with the aggrieved person and a Federation representative in an effort to resolve the grievance; such meeting will take place within ten (10) work days after receipt of the written grievance by the Superintendent. The Superintendent or her/his designee shall render a decision on the grievance within twenty (20) work days of the meeting with the aggrieved employee and the Federation representative.

3. Level Three - If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within twenty (20) work days after the grievance has been heard by the Superintendent or her/his designee, the Federation may within ten (10) work days after the date of the Level Two decision or thirty (30) work days after the grievance was filed with the Superintendent at Level Two, whichever is later, the Federation may submit the grievance to arbitration under the terms hereinafter set forth.

The parties agree that arbitrations in matters arising hereunder shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall be without power or authority to alter, amend or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement or which were promulgated thereafter but are not inconsistent with the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Federation and shall be binding on the Board, the Federation, the aggrieved person, and to the parties in interest, if any.

4. The cost for the service of an arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Federation.

#### D. MISCELLANEOUS

1. The parties agree that, unless otherwise agreed to in writing, week days during the months of July and August shall be treated as "work days" for purposes of processing grievances.
2. If in the judgment of the Federation's Executive Board a grievance affects a group or class of employees, the Federation may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.
3. Decisions rendered at Levels One and Two of the grievance procedure shall be in writing setting forth the decision and the reason therefore and shall be promptly transmitted to all parties in interest and to the President(s) of the

Federation. Decisions rendered at Level Three shall be in accordance with the procedures set forth by the American Arbitration Association.

## ARTICLE X - AGREEMENT PROVISIONS

### A. LEGALITY

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 valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

### B. EXECUTION

On the matters contained herein, this Agreement constitutes Board and Federation policy for the terms of said Agreement, the Board and the Federation will carry out the commitments contained herein and give full force and effect as their policies. The Board will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

### C. DISTRIBUTION OF POLICIES

At the start of each school year, a complete copy of all Board policies and administrative procedures as accepted to date shall be available on the District's website. This provision is solely for informational purposes and is not subject to the Grievance Procedure set forth in Article IX.

### D. DURATION

The Federation and the Board agree to meet periodically during the terms of this Agreement to discuss matters of mutual concern and the Board or its representatives will bring to the attention of the Federation at such meetings any contemplated changes which are of mutual concern and interest.

Unless a different commencement date for any provision of this Agreement is specified, this Agreement will be effective as of July 1, 2011 and will continue and remain in full force and effect until negotiations for a successor agreement are completed.

## ARTICLE XI - PUBLICATION AND DISTRIBUTION

Copies of this Agreement shall be distributed by the Board of Education to all members of the administrative staff and by the Federation to all persons named in the recognition resolution included in this Agreement.

Copies of this Agreement may also be made available to state and national professional organizations with which the Federation or the Board or the administration may be affiliated.



MAMARONECK UFSD  
 FEDERATION OF SCHOOL SECRETARIES

2020-2021 A E G I K L F O Q R S U V Z  
 0.00% Increase to grid

Step	Clerk / Lib. Clerk / Dup Mach Op 10 Mos	Account. Clerk / Account 10 Mos	Steno / Benefits Asst / Office Asst 10 Mos	Print(Steno) / Secy School Admin 10 Mos	Secy Steno 10 Mos	Exception Step 16 - Sr. Off Asst 10 Mos	Account Clerk / Payroll 11 Mos	Typist / Data Entry Operator 11 Mos	Account Clerk Typist 11 Mos	Steno / Benefits Asst / Office Asst / 11 Mos	Sr. Steno / Sr Office Asst / Secy to Sch Admin / Secy Sch Dist 11 Mos	Secy Sch Prtn (Middle) 11 Mos	Secy Steno / Sr Payroll Clerk / Jr. Admin Asst / Secy Sch Prtn (HS) Senior Bookkeeper 11 Mos	Total
1	37,793	38,898	42,778	44,352	46,984	42,698	48,358	42,169	42,786	47,045	48,794	50,236	51,682	1
2	38,454	39,578	43,527	45,128	47,806	43,445	49,204	42,907	43,534	47,868	49,647	51,115	52,586	2
3	39,127	40,271	44,288	45,918	48,642	44,205	50,065	43,658	44,296	48,706	50,516	52,010	53,506	3
4	39,812	40,976	45,063	46,721	49,494	44,979	50,941	44,422	45,071	49,558	51,400	52,920	54,443	4
5	40,509	41,693	45,852	47,539	50,360	45,766	51,833	45,199	45,860	50,426	52,300	53,846	55,395	5
6	41,218	42,422	46,654	48,371	51,241	46,567	52,740	45,990	46,663	51,308	53,215	54,788	56,365	6
7	41,939	43,165	47,471	49,217	52,138	47,382	53,663	46,795	47,479	52,206	54,146	55,747	57,351	7
8	42,673	43,920	48,302	50,078	53,050	48,211	54,602	47,614	48,310	53,119	55,094	56,723	58,355	8
9	43,420	44,689	49,147	50,955	53,979	49,055	55,558	48,447	49,156	54,049	56,058	57,715	59,376	9
10	44,179	45,471	50,007	51,846	54,923	49,913	56,530	49,295	50,016	54,995	57,039	58,725	60,415	10
11	44,953	46,266	50,882	52,754	55,884	50,787	57,519	50,158	50,891	55,957	58,037	59,753	61,472	11
12	45,739	47,076	51,773	53,677	56,862	51,675	58,526	51,035	51,782	56,937	59,053	60,799	62,548	12
13	46,540	47,900	52,679	54,616	57,857	52,580	59,550	51,928	52,688	57,933	60,086	61,863	63,643	13
14	47,354	48,738	53,600	55,572	58,870	53,500	60,592	52,857	53,610	58,947	61,138	62,945	64,756	14
15	48,183	49,591	54,538	56,545	59,900	54,436	61,652	53,762	54,548	59,978	62,208	64,047	65,168	15
16	49,026	50,459	55,493	57,534	60,948	55,389	62,731	54,703	55,503	61,028	63,296	65,168	66,308	16
17	49,884	51,342	56,464	58,541	62,015	56,358	63,829	55,660	56,474	62,096	64,404	66,308	67,468	17
18	50,757	52,240	57,452	59,565	63,100	57,344	64,946	56,634	57,462	63,183	65,531	67,468	68,649	18
19	51,645	53,155	58,458	60,608	64,205	58,348	66,083	57,625	58,468	64,288	66,678	68,649	70,624	19
20	52,549	54,085	59,481	61,669	65,328	59,369	67,239	58,634	59,491	65,413	67,845	69,850	71,860	20



Copies may be distributed to school district officials on request. The cost of initial publication and distribution will be shared jointly by the Board and the Federation.

Copies of the agreement to be distributed electronically after the initial printing and distribution to each member. Additional copies of the agreement will be distributed electronically.

#### ARTICLE XII – IMPLEMENTATION

**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 XIII - CONCLUSION

In a field of collective negotiation which represents relatively new and unresolved problems, the parties will hopefully define the proper areas of interest on the part of the employees in their rates of pay and conditions of work while providing a mechanism for the Federation to convey simultaneously to the Board their views based on their knowledge and experience on matters of concern.

It is anticipated that this Agreement provides terms and conditions for the joint relationship which will resound not only to the benefit of the Board and the Federation but more particularly to the students.

At the same time, it makes clear that the Board has complete authority over the policies and administration of the school system which it exercised under the provisions of law and in the fulfilling of its responsibilities under this Agreement.

With such a definition of the respective rights and obligations of the parties, we are confident that the Agreement will thus provide the basis for making more effective and efficient the excellent school system of Mamaroneck.

Dated: as of October 19, 2021, Mamaroneck, New York



Susan Stanton, Co-President  
Federation of School Secretaries



PATRICIA FORTE, Co-President  
Federation of School Secretaries



DR. ROBERT SHAPS  
Superintendent of Schools



RINA BEDER  
President, Board of Education