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HALF HOLLOW HILLS  
CENTRAL SCHOOL DISTRICT

AGREEMENT BETWEEN THE BOARD OF EDUCATION

and

ASSOCIATION OF OFFICE PERSONNEL

July 1, 2004 - June 30, 2008

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT between BOARD OF EDUCATION, CENTRAL SCHOOL DISTRICT, TOWNS OF HUNTINGTON AND BABYLON (HALF HOLLOW HILLS), Suffolk County, New York and ASSOCIATION OF OFFICE PERSONNEL.

#### PREAMBLE

This document is an agreement between the BOARD OF EDUCATION OF HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT, Towns of Huntington and Babylon, Suffolk County, New York and the ASSOCIATION OF OFFICE PERSONNEL for the period July 1, 2004 through June 30, 2008, arrived at as the product of negotiations between the parties concerned and it is intended to supersede any agreement previously arrived at. The BOARD OF EDUCATION recognizes the ASSOCIATION OF OFFICE PERSONNEL and extends exclusive recognition of such Association to represent certified clerical personnel in accordance with Article 14 Public Employees Fair Employment Act, as amended, of the Civil Service Law of the State of New York. The ASSOCIATION OF OFFICE PERSONNEL recognizes the powers, duties, responsibilities and obligations of the BOARD OF EDUCATION OF HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT pursuant to the Laws of the State of New York.

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 LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE I - WORK PERIODS

### A. School Year

1. The school fiscal year and work year commences July 1 each year and terminates June 30 each year. This agreement shall commence and terminate on such respective dates unless otherwise extended by mutual consent of the parties hereto in writing.
2. The work year for 10-month clerical personnel shall commence on the first day preceding the first day of school in September and end on the last day of school in June. Effective July 1, 1997, 10-month employees shall also work three additional days contiguous to the beginning or end of the school year, such days to be agreed upon between the association and the District. Said employees shall receive compensation of \$325, which will be included in the salary schedule.

- B. For 10-month employees hired after July 1, 1993, the work year shall commence September 1 and end on June 30, unless the Board of Education's calendar designates an earlier start of school.

### C. Work Week

1. The work week for all personnel covered by this Agreement shall consist of five seven-hour work days for a total of thirty-five hours per week, exclusive of a lunch period. During the summer, the work week shall consist of five six-hour work days, exclusive of a lunch period. The six hour work day shall be scheduled between the hours of 7:30 a.m. and 4:00 p.m., at the discretion of the building administrators. For purposes of this paragraph, summer hours shall commence July 1 of each year, but the regular seven-hour work day shall resume with the last five work days in August, provided, however, that the last hour of each of the last five work days in August shall be paid at the rate of time and one-half.

### D. Work Day

1. The work day is defined as any day that school is in session including Orientation Day and Superintendent's Conference Days. Except as provided in the preceding paragraph regarding summer hours, the work day shall consist of seven (7) hours exclusive of a lunch period, even if school is in session for only a portion of such day.

E. Overtime rates of pay (i.e., one and one-half times the normal hourly rate) shall be paid only for those hours of work performed beyond thirty-five (35) hours in a one-week period, or beyond thirty hours during the last five work days in August.

F. Holidays

1. The school year calendar, as adopted by the Board of Education for each school year shall be observed by the Association of Office Personnel and such school year calendar shall determine those paid holidays to be observed during such school year. In the event an employee is called upon to work on any such holiday, additional pay therefore shall be at one and one-half (1½) times the regular hourly rate of pay. However, the Board of Education reserves the right, subsequent to the adoption of such school calendar, to observe school on any of such declared holidays, in which event the employees shall work on such day or days without additional compensation. The Board of Education, however, shall make up such holiday by substituting a different day, selected in its sole discretion, in lieu thereof. In the event an employee is called upon to work on such substituted day, additional compensation therefore shall be at one and one half (1½) times the regular hourly rate. Independence Day and Labor Day, if not included in such school year calendar, shall be deemed to be additional paid holidays.

G. Work When School Is Not In Session (Recess Periods)

1. The administration may assign employees work, on twenty-four (24) hours notice, during recess periods by first assigning volunteers and thereafter making involuntary assignments on a rotating basis. Payment for work performed during recess periods shall be one and one-half (1½) times the regular hourly rate. However, in the event that an employee will be unavailable during a particular recess period due to an absence away from home arising from vacation plans, and so notifies the Administration at least one month prior to the particular recess period, said employee will not be subject to recall.

H. Miscellaneous Working Conditions

1. When school is in session, the parties agree that an Administrator or someone designated by him to act in his absence (who is not an employee covered by this Agreement), shall be present in any building in which an employee covered by this Agreement is working.
2. When school is not in session, the Administrator or someone designated by

him to act in his absence (who is not an employee covered by this Agreement) shall either be present or someone shall be designated by him (who is not an employee covered by this Agreement) who can be contacted to act in his absence.

3. The parties recognize that the duties of the employees do not ordinarily, and as a matter of course, include the supervision by the employees of students. The parties also recognize that, from time to time, certain circumstances may arise so as to require such supervision by employees. The parties agree that every effort should be made to eliminate such circumstances which require supervision of students and such supervision shall not become a matter of required practice on the part of the employee.
  4. Superintendent's Conference Days shall be work days for all clerical employees.
  5. An employee who is notified by the Superintendent or his/her designee to report for work on a day when schools have been closed due to inclement weather shall be paid two (2) times the regular hourly rate.
  6. For employees hired after December 16, 1997 there shall be no benefits for the first sixty (60) days of employment. Benefits shall be pro rated after the 60 day period.
- I. There shall be ten (10) unpaid hours of staff development, scheduled outside the work day. The Superintendent or his designee will meet and confer with the Association on subjects and sessions.
  - J. Only those writings, documents, memoranda, evaluations and observations concerning an employee which are included in an individual's personnel file may be used to affect an employee's employment status in the District. When materials relating to the performance of an employee are placed in an individual's personnel file, the employee shall have an opportunity to read it within a reasonable period of time, not to exceed two weeks. The employee shall acknowledge that she/he has read such materials by signing the copy filed, but such signature shall not be deemed to constitute agreement by the employee with its content. The refusal to sign shall not preclude placement in the file. The employee shall have the right to answer in writing any material filed and the answer shall be inserted in her/his file. For the purpose of the foregoing sentence, the personnel file referred to is the individual's file maintained in the Central Administration Office. Except for anything therein contained which refers to matters prior to the commencement of employment in the District, employees shall have the right to examine the contents

of their own such personnel file.

**ARTICLE II - VACATIONS (FULL-TIME 12-MONTH PERSONNEL ONLY)**

- A. Full-time 12-month clerical personnel shall receive a paid vacation allowance in accordance with the following schedule of full-time service in permanent status:

10 days per 1 to 2 completed years of service.

15 days per 3 to 9 completed years of service.

20 days per 10 or more completed years of service.

- B. Full-time 12-month employees hired after December 16, 1997 shall receive a paid vacation allowance in accordance with the following schedule of full-time service in permanent status:

10 days per 1 to 3 completed years of service.

15 days after 4 completed years of service.

16 days after 11 completed years of service.

17 days after 12 completed years of service.

18 days after 13 completed years of service.

19 days after 14 completed years of service.

20 days after 15 completed years of service.

- C. The status of earned vacation time shall be determined as of June 30 of each year of the contract, and no pro-rata adjustments shall be made, except, however, that with regard to employees in their first year of contractual service, such employees, for every month of service in such first year shall be entitled to vacation time equivalent to 5/6 of a day of vacation for every month of contractual service, providing such service commenced prior to April 1. With regard to employees in their second or more years of contractual service, if such employees in the past commenced such service during the months of July and August, then for the purposes of this section of this Agreement, such employees shall be deemed to have earned completed years of service, for vacation purposes, as of June 30.

- D. Vacations shall be taken during the months of July and August in accordance with a schedule to be approved by the Administration. Such schedule shall be made no later than May 1 of each year. If other vacation arrangements are requested, they must be applied for no later than April 15 of each year and approved or disapproved by the employee's supervisor no later than May 1 of each year in order to be effective.
- E. Effective July, 1989, the District shall have the option to close all buildings and all Central Administrative offices for a two-week period. Said two-week period shall be the last week in July and the first week in August. During this period, all employees shall be required to take two (2) weeks vacation time.

Employees with less than two (2) weeks accrued vacation time shall be required to take their vacation during said two-week period and will receive pay solely for their accrued vacation days.

If the District decides to forego the two weeks closing, all unit members shall be so notified by the Office of the Superintendent no later than the January 1 immediately preceding the summer shut down.

- F. There shall be a cap of 60 days on vacation day accumulation.

### **ARTICLE III - LEAVES**

- A. Sick Leave, Including Sickness of Spouse, Child or Parent:
  - 1. Sick leave with pay shall be granted to all full-time 12-month employees at the rate of fourteen (14) days per year cumulative to 175 days. Sick leave with pay is granted to 10-month employees at the rate of twelve (12) days per year cumulative to 175 days.
  - 2. Commencing July 1, 1997, full-time 12-month employees shall be granted thirteen (13) sick days with pay per year, cumulative to 200 days and full-time 10-month employees shall be granted 11½ sick days per year, cumulative to 200 days.
  - 3. At the option of the Superintendent, after five (5) days of consecutive absences, proof of illness as certified to by a doctor may be required in order to qualify the employee for such leave with pay.
  - 4. Three of the aforementioned sick days may be used for purposes of personal leave with pay upon request, submitted in writing upon five working days'

notice to the employee's Administrator, except in cases of emergency when advanced notice cannot be given. Employees need not specify the exact nature of the use of such personal leave days if for the reason hereinafter set forth:

- a. Legal matters: House closing, income tax hearings, adoption proceedings, and court appearances for traffic violations, probating wills, obtaining licenses, and other personal matters.
  - b. Funerals: Attendance at the funeral service of a person, the nature of whose relationship to the employee warrants such attendance.
  - c. Ceremonies: Graduation of employee, spouse or child, a day of wedding ceremony, participation in religious ceremonies such as baptism, confirmation, circumcision of child, honors and awards ceremonies involving the employee or immediate family, honeymoon.
  - d. Miscellaneous: Required parental visits by parents to colleges, professional advancement, taking college students to and from college.
  - e. Such personal leave days shall not be exercised upon a day contiguous to a school holiday except upon written application specifying the exact nature of such requested leave, and further subject to the approval of the employee's Administrator.
- B. Except as above provided, the employee requesting the approval of personal leave may list "Personal Business" as a reason for the absence providing that such personal business is for one of the above mentioned reasons; if the reason is not set forth above, the employee is to state the specific reason for review and approval by the Administrator.
- C. On July 1 of each year, each employee shall be notified of the number of sick days accumulated to that date.
- D. Additional Leave.
1. Additional leave with pay shall be granted, non-cumulative, for the following reasons:
    - a. Maximum of five (5) days per annum in the event of death of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandson, granddaughter or person in loco parentis.

- b. Religious holidays, up to three (3) per year, only if the school calendar does not provide for closing on such holidays, and further provided that the tenets of the clerical personnel's religion, as practiced by that individual, require the attendance at religious services during school hours or prohibit the performance of his professional duties on that day.
- c. Jury duty, except that employees shall reimburse the employer to the extent of any compensation received by the employee as a result of such jury duty.
- d. Compulsory court attendance as a result of a subpoena to testify as a witness.

E. Leave of Absence (Without Pay)

- 1. A leave of absence without pay, not to exceed one year, may be granted to an employee by the Board of Education. Notice of such leave of absence shall be given to the Suffolk County Civil Service Commission by the Board of Education. Where a leave of absence without pay has been granted for a period which aggregates one year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for three months immediately preceding the subsequent leave of absence. Notice of such subsequent leave of absence shall also be given to the Suffolk County Civil Service Commission by the Board of Education. Absence on leave for more than one year shall be deemed the equivalent of a resignation from the service upon the date of commencement of such absence, except as provided in Subdivision 2 of this section.
- 2. In an exceptional case, the Board of Education may for good cause shown, waive the provisions of this rule to permit an extension of the leave of absence for an additional one-year period. In no case may such leave of absence exceed in aggregate two years from the date of commencement of the leave.
- 3. When an employee is on leave of absence from his position, a contingent permanent appointment to such position may be made for a period not exceeding the duration of such leave of absence, pursuant to the Rules and Regulations of the Suffolk County Civil Service Commission.

F. Sick Leave Buy-Back

- 1. Effective July 1, 1991, employees who have already accumulated 30 sick

days in their sick bank, and are able to maintain said 30 days after a sale of any sick days in excess of such 30 days, shall be entitled to sell back to the District in any one year a maximum of 11 sick days for 12 month employees and 9 sick days for 10-month employees at the current daily rate of pay of such salary of the employee.

2. Commencing July 1, 1997, employees who have accumulated 30 sick days in their sick bank, and are able to maintain said 30 days after a sale of any sick days in excess of such 30 days, shall be entitled to sell back to the District, at the current daily rate of pay of such salary of the employee the following number of days: 12-month employees may buy back from the district thirteen (13) unused sick and personal days from the current year's entitlement if not absent more than six (6) days. Ten-month employees can buy back ten (10) unused sick and personal days from the current year's entitlement if not absent more than five (5) days.

#### **ARTICLE IV - NEW JOB OPENINGS**

- A. In the event an existing position of employment covered by this Agreement becomes vacant or a new position is created, a memorandum of such vacancy or new position shall be posted upon the bulletin board in each of the buildings of the School District and a copy thereof forwarded to the President of the Association of Office Personnel. Such memorandum shall state the job classification, the location of such position, together with a deadline date by which applications must be received in order to be considered. Such deadline date shall not be less than two (2) weeks from the date of posting. No vacancy or new position will be filled permanently until such vacancy has been posted as herein provided and until all applications submitted by present employees have been considered.
- B. Twelve-month employees may apply for any vacant 10-month positions.
- C. Nothing herein contained shall prohibit the filling of temporary positions without complying with the conditions set forth herein. (However, all clerical positions of a permanent nature lasting more than ninety (90) days shall be filled by a Civil Service appointee.) Upon conversion of a temporary position to a permanent position, such conversion shall be deemed a vacancy and shall be subject to the conditions herein contained.
- D. An employee who is appointed to fill a vacancy or new job opening shall maintain the same position on the salary schedule as she/he had attained in her/his former position.

**ARTICLE V - SALARY**

- A. The salaries to be paid to the unit members shall be determined in accordance with the salary schedule attached hereto as Appendix I, Appendix II, Appendix III and Appendix IV.

Effective July 1, 2004, the salary schedule shall be increased by 3.5%.

Effective July 1, 2005, the salary schedule shall be increased by 3.0%.

Effective July 1, 2006, the salary schedule shall be increased by 3.0%

Effective July 1, 2007, the salary schedule shall be increased by 3.0%.

- B. All unit members who were hired prior to March 1 of each contract year, shall advance one step on the salary schedule effective the following July 1.
- C. Those unit members hired after March 8, 1994 will stay on Step 1 for one full 12-month period and then be eligible for step movement July 1 following their anniversary date.
- D. Each of the Assistant Superintendents listed below shall grant an annual assignment differential of \$2,000 to designated unit member(s) who do not hold confidential status.

Assistant Superintendent for District-Wide Adm.	2 unit members
Assistant Superintendent for Elementary Instruction	1 unit member
Assistant Superintendent for Secondary Instruction	1 unit member
Assistant Superintendent for Finance and Facilities	2 unit members
Assistant Superintendent for Research, Assessment & Special Services	2 unit members

**ARTICLE VI - RETIREMENT**

- A. Participation in the New York State Employees' Retirement System is mandatory for personnel of competitive and non-competitive class.
- B. Any actual change in statute of the New York State Retirement Law and any contemplated changes by the Board of Education under such law shall be made known to each member of the Association of Office Personnel.
- C. All unit members must provide the District with sixty (60) days written notice prior

to retirement.

- D. Upon retirement, the school district will pay to the employee the following sums of money for accumulated sick leave: The maximum accumulation permitted hereunder shall be 200 days.

<u>Years of Service</u>	<u>Payment</u>
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Less than 10 years	1 day's pay for every 3 days accumulated
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10 or more years	1 day's pay for every 2 days accumulated
------------------	--

15 or more years	1 day's pay for every day accumulated.
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Any unit member who utilizes sick leave after submitting her/his retirement or resignation notice, may be assessed three sick days for each day utilized if, in the judgment of the Superintendent, the unit member is abusing the sick leave policy. The Superintendent shall not be arbitrary or capricious in exercising his/her judgment that there has been an abuse of the sick leave policy.

- E. The District shall provide the New York State Employees' Retirement System Plan 75i to unit members.

### **ARTICLE VII - DISABILITY**

- A. The Board of Education agrees to carry on behalf of the employees Disability Benefit Insurance and Workers Compensation Insurance, both as defined under the Workers Compensation Law of the State of New York. In the event of disability an employee shall have the option of first utilizing accrued sick leave prior to utilization of the benefits afforded under either Disability Insurance or Workers Compensation, or the receipt of the benefits of such insurance. The Board of Education, however, shall have the right, in the event the employee first utilizes sick leave, to seek reimbursement from its insurance carrier for such time that the employee utilizes sick leave in lieu of insurance benefits. In such event, to the extent that the School District is reimbursed by its insurance carrier, the employee shall not lose the continued earning of accrued sick leave, holiday or recess pay and vacation pay as a result of such disability.
- B. The Board of Education agrees to obtain information describing the benefits to employees under Disability Benefit Insurance and Workers Compensation Insurance and to disseminate such information to the Association by delivering to the officers of the Association such information in sufficient quantity as to enable such officers to distribute it to the members of the Association. This shall be done on July 1 of each new calendar year.

## ARTICLE VIII - HEALTH INSURANCE

- A. The Board shall pay a portion of the cost of the Empire Core Plan Plus Enhancement. Effective July 1, 2004, unit members' health insurance contributions shall be as follows:

Base salary below \$60,000:	15%
Base salary \$60,000 but less than \$100,000:	20%
Base salary \$100,000 or more:	25%

The Board shall pay the same dollar amount toward the H.I.P. health plan as it pays toward the Empire Core Plan Plus Enhancement.

- B. Notwithstanding the above, unit members who receive health insurance through the district, upon retirement, shall make the following contribution toward their health insurance premium:

Hired prior to or on March 8, 1994:	15%
Hired after March 8, 1994:	25%

- C. Any change in health insurance plan will be mutually agreed upon by both parties. Any change in plan will have substantially equal benefits as existing contract plans. The parties agree that no extraneous issues will be raised and only components of the present and proposed plan will be considered.

- D. Waiver of Premium: A unit member covered under the health insurance plan may submit a waiver of coverage, in a form to be designed by the District, in consultation with the Union, on or before November 1 of the school year. The unit member shall be paid, on a yearly basis, the sum of \$1,800 for family coverage, \$1,200 for individual coverage or \$1,000 to go from family to individual coverage provided insurance is not picked up by spouse employed by District. Final payment shall be made as soon thereafter as possible. In the event an employee who has chosen this option because of an unforeseen event must re-enroll, the employee shall return, on a pro-rata basis, that portion of the waiver previously paid, determined as of the date of re-enrollment.

- E. The District shall provide a flexible benefit plan for all unit members at no cost to the District except for administrative expenses.

## **ARTICLE IX - LONGEVITY**

- A. Longevity payments have been incorporated into the 1996-97 and 1997-98 salary schedules, and are referenced at steps 9, 13, 19, and 21.

## **ARTICLE X - OPTICAL INSURANCE**

- A. There shall be \$250 per year optical coverage for unit members. Reimbursement shall be made upon submission of a receipt to the Accounting Department.

## **ARTICLE XI - LIFE INSURANCE**

- A. The School District shall provide at its own cost and expense life insurance in the amount of \$6,000 for 10-month employees and \$6,500 for 12-month employees.

## **ARTICLE XII - GRIEVANCE PROCEDURES AND REGULATION**

- A. Employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.
- B. "Grievance" shall mean any claimed violations, misinterpretation or inequitable application of an express provision of this Agreement provided, however, that such term shall not include any matter involving an employee's rate of compensation (unless the employee is claiming that she/he is being denied her proper compensation under the terms of this Agreement), retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of the law.
- C. An employee shall be permitted to be represented at any stage by a person of his own choosing. If the aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The association shall be permitted to file a grievance and same may be initiated at Stage 2.
- D. The first procedural stage shall consist of the employee's presentation of his/her grievance to his/her building principal or immediate supervisor who shall, to such extent as he/she may deem appropriate, consult with the Personnel Administrator. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage such employee may proceed to the second stage.
- E. The second procedural stage shall consist of a request by the aggrieved employee

for a review and determination of his grievance by the Superintendent of Schools or his/her designee. In such event, the aggrieved employee and the building principal shall each submit to the Superintendent or his/her designee a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Superintendent or his/her designee shall at the request of the employee, hold an informal hearing at which the employee and, if desired, his/her representative, may appear and present oral and written statements or arguments. The determination of the second stage of such grievance proceeding shall be made by the Superintendent or his/her designee, holding such hearing.

- F. The third procedural stage shall cover situations where any employee appeals in writing from a determination by the Superintendent or his/her designee to the Board of Education. Such employee shall be granted a hearing on his/her appeal before the Board and shall have the right to be represented at such hearing.
- G. The decision of the Board shall either sustain or reverse the decision of the Superintendent of Schools.
- H. Fourth procedural stage (arbitration).
  - 1. If the Association is not satisfied with the disposition of the grievance at the third procedural stage or if no decision has been rendered within the time limit specified, the Association may submit a written request for arbitration to the American Arbitration Association (AAA). The Association will notify the district that it has taken this action. Both parties will abide by the Rules for Voluntary Labor Arbitration of the AAA.
  - 2. The Arbitrator shall make his/her decision in writing within the time period prescribed by the Rules for Voluntary Labor Arbitration promulgated by the AAA. The Arbitrator's decision shall be final and binding.
  - 3. The Arbitrator shall limit his/her decision strictly to the interpretation, application and/or violation of the express provisions of the agreement submitted and he/she shall be without power of authority to make any decision:
    - a. contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this agreement; or applicable law; or Board rules, regulations or policies;
    - b. involving the exercise of Board or Superintendent discretion under the terms and provisions of this agreement; or under laws;
    - c. limiting or interfering in any way with the powers, duties and responsibilities of the Board, or Superintendent of Schools, under the

Board's rules, regulations, or policies, or under law, unless such rules, regulations or policies are in conflict with the express provisions of this Agreement.

4. The cost for the services of the arbitration fees charged by the AAA shall be borne by the party whose position is not sustained. Each party, however, shall bear the cost of its representatives, witnesses and counsel.
- I. The time limits for acting upon appeals at the various levels shall be five (5) school days at the building level, five (5) school days at the Superintendent or his/her designee level, and ten (10) school days at the Board level. The Board of Education shall render a decision on review of any case appealed to it within fifteen (15) school days after the appeal has been filed. Submission to arbitration by either party shall be within ten (10) school days after the Board's decision.

### **ARTICLE XIII - ADVISORY COUNCIL OF OFFICE PERSONNEL**

- A. The officers of the Association of Office Personnel from time to time shall meet with the Personnel Administrator with a view towards a frank discussion of their mutual problems concerning the employment policies, practices and any recommendations concerning the working conditions of the employees covered by this Agreement, and the affairs of the School District with reference to the nature of the work performed by such employees. The foregoing, however, shall not preclude such Officers of the Association from discussing with the Superintendent of Schools any of the foregoing items subsequent to their meeting with the Personnel Administrator. In addition, discussion at any such meeting may include the matter of job reclassification if such subject is raised by the Association. However, any discussion of job reclassification in no way implies agreement by the School District to alter existing job classification.

### **ARTICLE XIV - CHANGE OF STATUS FROM 10-MONTH TO 12-MONTH EMPLOYEE**

- A. Any 10-month employee who, in her absolute discretion, is for her own reasons unable to work as a 12-month employee, shall be retained as a 10-month employee, in the event it is the desire of the Board of Education to change the status of such position. In the event, however, that a 10-month employee accepts a 12-month position, she/he shall receive a vacation allowance equitable to her/his years of service on the 12-month salary schedule. Equal credit shall be given in placement on the 12-month salary schedule for prior service on a 10-month schedule.

### **ARTICLE XV - ASSIGNMENT OF DUTIES**

- A. The Board of Education reserves the right to assign and reassign any employee to any other position in the School District providing such other position requires similar work and experience under regulations of the Civil Service Commission.

However, the board of Education shall give two weeks' notice, in writing, of such reassignment together with a brief synopsis of the reasons therefor.

- B. Employees temporarily assigned, pursuant to written authorization of the Superintendent (or his/her designee) to a position in a classification other than their own classification shall be paid during such temporary assignment in accordance with their step on the schedule of the classification to which assigned after three (3) consecutive days of such assignment retroactive to the first day of such assignment. Employees temporarily assigned pursuant to written authorization of the Superintendent (or his/her designee) to a position not covered by this agreement shall be paid during such temporary assignment at a rate of one and one-half (1½) times her/his regular salary after three (3) consecutive days of such assignment, retroactive to the first day of such assignment. Nothing herein contained, however, shall be construed as constituting the creation of new positions or classifications.
- C. Except for emergencies, no certified employee shall be temporarily assigned to perform work in another building in the district if such work is not in connection with her/his regular assignment. Emergencies shall mean situations (1) where there is an inability to obtain a substitute after reasonable diligent effort has been made to obtain one; (2) where an employee fails to arrive at the scheduled starting time; (3) where an employee becomes ill or is otherwise relieved of duties during the course of the regular day; and (4) where a situation of unanticipated stress occurs (e.g., a strike, an act of God, etc.). This subsection shall not apply however, to a temporary assignment during recess periods and during the period of July 1 to and including August 31. During said periods of time, temporary assignment shall be made in the sole discretion of the Administration; after consultation with the President, or a designee of the President.
- D. Every employee shall receive a notice of assignment for the next year on or about June 30, which notice shall include the position, building and department of the assignment.
- E. Job Security .
  - 1. During the term of this contract, no employee hired on or before July 1, 1980 shall be terminated for economic reasons, nor shall their position be abolished except as set forth in paragraph 2 below.
  - 2. However, in the event that any of these employees hired on or before July 1, 1980, dies, resigns, or voluntarily terminates her/his employment or is involuntarily terminated pursuant to law, the Board of Education need not fill said vacancy and may abolish the position of said employee.

3. It is understood and agreed that the terms of this Article shall in no manner be found to be applicable to any employee hired after July 1, 1980.

#### **ARTICLE XVI - ATTENDANCE AT WORKSHOPS**

- A. Effective July 1, 2001, unit members shall be eligible for payment for attendance at workshops. In order to be eligible for such payment, a unit member must have obtained fifteen credits of instruction which shall have been previously approved by the unit member's building administrator or office administrator. A credit shall be the equivalent of fifteen hours of instruction. Payment shall be as follows:

Unit members with 10 or more years of District service: \$1,000 per year  
Unit members with less than 10 years of District service: \$750 per year

#### **ARTICLE XVII - AGENCY SHOP**

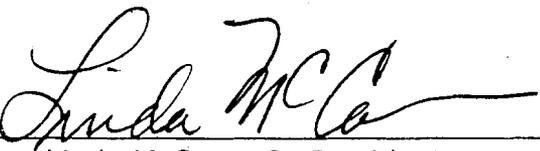
- A. Pursuant to the passage of the legislation enabling the implementation of Agency Shop Fee, the Half Hollow Hills Central School District does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the effective date of employment, whichever is later, each employee will pay the Association of Office Personnel 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 her/his membership in the Association of Office Personnel on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's monthly dues for each month thereafter. The Half Hollow Hills Central School District shall deduct such fee in the same manner the membership dues are deducted. The Association of Office Personnel shall supply the school district with a list of names of non-members at least fifteen (15) days prior to the deduction of the Agency fee.
- B. The Association of Office Personnel has submitted to the district, pursuant to chapter 677 of the Laws of 1977 of the State of New York a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the Agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Association of Office Personnel in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The aforementioned procedure shall not be substantially changed without the prior approval of the Board of Education.
- C. The Association of office Personnel herewith indemnifies and saves the school district, Board of Education and its employees harmless from any and all lawsuits,

actions or proceedings at law before the courts or an administrative agency arising from this article.

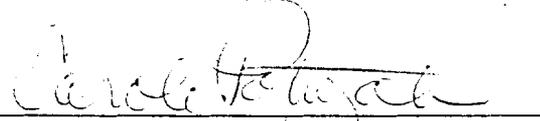
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on this 13th day of January 2004.

ASSOCIATION OF OFFICE PERSONNEL

BOARD OF EDUCATION  
HALF HOLLOW HILLS CENTRAL  
SCHOOL DISTRICT, TOWNS OF  
HUNTINGTON AND BABYLON

By:   
Linda McCann, Co-President

By:   
Alissa Sue Taff, President

By:   
Carole Potuzak, Co-President

**ASSOCIATION OF OFFICE PERSONNEL  
NYSUT  
SALARY SCHEDULE - 2004-2005 (effective 7/1/04)**

STEP	6 HR.		post SR.		pre SR.		post A/C		pre A/C		SCHOOL ADM. AIDE CIV. SVC CLERK CLK/TYP		OFFICE APPLIC. SPEC. A/C		SR A/C SR A/C TYPIST MACH. OPER.		PRINC. A/C PUR TECH		
	CLK/TYP	7/1/1993	CLK/TYP	7/1/1993	CLK/TYP	7/1/1993	CLK/TYP	7/1/1993	A/C TYP.	7/1/1993	A/C TYP.	7/1/1993	SR	PRINC.	A/C TYP.	STEN	SR	PRINC.	A/C
	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	10 MOS	12 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS	12 MOS	12 MOS	12 MOS.
1	19,466	22,389	22,778	23,307	23,712	24,289	24,678	27,154	28,263	29,596	29,091	29,533	32,964	33,460	34,793	33,651			
2	20,460	23,522	23,909	24,439	24,842	25,442	25,831	28,536	29,644	30,977	30,475	30,917	34,350	34,843	36,176	35,068			
3	21,451	24,659	25,048	25,571	25,975	26,596	26,983	29,923	31,031	32,363	31,858	32,304	35,735	36,245	37,577	36,482			
4	22,425	25,792	26,179	26,694	27,095	27,750	28,138	31,306	32,415	33,748	33,244	33,687	37,121	37,628	38,961	37,898			
5	23,402	26,750	27,138	27,660	28,060	28,903	29,290	32,690	33,796	35,128	34,626	35,068	38,500	38,995	40,328	39,306			
6	24,372	28,062	28,450	28,960	29,360	30,057	30,445	34,074	35,181	36,514	36,012	36,455	39,888	40,393	41,725	40,723			
7	25,353	29,197	29,586	30,102	30,503	31,209	31,597	35,457	36,567	37,899	37,395	37,837	41,271	41,773	43,105	42,138			
8	26,328	30,334	30,722	31,244	31,644	32,288	33,675	36,843	37,948	39,280	39,888	39,221	42,655	41,927	43,259	43,551			
9	28,166	32,327	32,714	33,232	33,630	35,157	35,545	39,086	40,176	41,508	42,130	41,466	44,898	44,203	45,535	45,843			
10	29,142	33,463	33,852	34,366	34,766	36,532	36,921	40,468	41,578	42,911	43,514	42,854	46,285	45,596	46,929	47,258			
11	29,509	33,831	34,219	34,744	35,143	36,900	37,289	40,836	41,946	43,279	43,883	43,222	46,654	45,945	47,277	47,637			
12	29,509	33,831	34,219	34,744	35,143	36,900	37,289	40,836	41,946	43,279	43,883	43,222	46,654	45,945	47,277	47,637			
13	30,123	34,446	34,834	35,376	35,775	37,515	37,904	41,450	42,560	43,893	44,497	43,835	47,267	46,553	47,886	48,263			
14	30,123	34,446	34,834	35,376	35,775	37,515	37,904	41,450	42,560	43,893	44,497	43,835	47,267	46,553	47,886	48,263			
15	30,123	34,446	34,834	35,376	35,775	37,515	37,904	41,450	42,560	43,893	44,497	43,835	47,267	46,553	47,886	48,263			
16	30,123	34,446	34,834	35,376	35,775	37,515	37,904	41,450	42,560	43,893	44,497	43,835	47,267	46,553	47,886	48,263			
17	30,123	34,446	34,834	35,376	35,775	37,515	37,904	41,450	42,560	43,893	44,497	43,835	47,267	46,553	47,886	48,263			
18	30,123	34,446	34,834	35,376	35,775	37,515	37,904	41,450	42,560	43,893	44,497	43,835	47,267	46,553	47,886	48,263			
19	30,861	35,181	35,570	36,096	36,495	38,251	38,639	42,188	43,298	44,631	45,234	44,572	48,005	47,291	48,624	49,016			
20	30,861	35,181	35,570	36,096	36,495	38,251	38,639	42,188	43,298	44,631	45,234	44,572	48,005	47,291	48,624	49,016			
21	32,089	36,410	36,799	37,357	37,756	39,479	39,868	43,415	44,525	45,857	46,461	45,801	49,232	48,549	49,882	50,271			

**ASSOCIATION OF OFFICE PERSONNEL  
NYSUT  
SALARY SCHEDULE - 2005-2006 (effective 7/1/05)**

STEP	SCHOOL															
	6 HR. CLK/TYP 10 MOS	post 7/1/1993 CLK/TYP 10 MOS	pre 7/1/1993 CLK/TYP 10 MOS	post 7/1/1993 SR. CLK/TYP 10 MOS	pre 7/1/1993 SR. CLK/TYP 10 MOS	post 7/1/1993 A/C A/C TYP. 10 MOS	pre 7/1/1993 A/C A/C TYP. 10 MOS	SCHOOL ADM. AIDE CIV. SVC CLERK CLK/TYP DATA ENT 12 MOS.	SR CLK/TYP 12 MOS.	PRINC. CLERK 12 MOS.	OFFICE APPLIC. SPEC. A/C A/C TYP. 12 MOS.	STEN 12 MOS	SR A/C SR A/C TYPIST MACH. OPER. 12 MOS.	SR. STEN 12 MOS	PRINC. STEN 12 MOS	PRINC. A/C PUR TECH 12 MOS.
1	20,050	23,061	23,461	24,007	24,423	25,018	25,418	27,968	29,111	30,484	29,963	30,419	33,953	34,464	35,837	34,660
2	21,073	24,228	24,627	25,172	25,587	26,206	26,606	29,392	30,533	31,906	31,389	31,844	35,381	35,889	37,261	36,120
3	22,094	25,399	25,799	26,339	26,754	27,394	27,793	30,820	31,962	33,334	32,814	33,273	36,807	37,332	38,705	37,577
4	23,098	26,565	26,965	27,495	27,908	28,583	28,982	32,245	33,387	34,760	34,241	34,697	38,235	38,757	40,130	39,035
5	24,104	27,553	27,952	28,489	28,902	29,770	30,169	33,671	34,810	36,182	35,664	36,120	39,655	40,165	41,538	40,486
6	25,104	28,904	29,304	29,829	30,241	30,959	31,358	35,097	36,237	37,609	37,093	37,549	41,084	41,604	42,977	41,945
7	26,114	30,073	30,474	31,005	31,418	32,146	32,545	36,521	37,664	39,036	38,517	38,973	42,509	43,026	44,398	43,402
8	27,118	31,244	31,644	32,182	32,593	34,286	34,685	37,948	39,086	40,459	41,084	40,397	43,935	43,185	44,557	44,858
9	29,011	33,297	33,696	34,229	34,639	36,212	36,611	40,259	41,381	42,753	43,394	42,710	46,245	45,529	46,901	47,218
10	30,016	34,467	34,867	35,397	35,808	37,628	38,028	41,682	42,826	44,198	44,819	44,139	47,673	46,964	48,337	48,676
11	30,395	34,846	35,246	35,786	36,198	38,007	38,407	42,061	43,205	44,577	45,199	44,518	48,054	47,323	48,695	49,066
12	30,395	34,846	35,246	35,786	36,198	38,007	38,407	42,061	43,205	44,577	45,199	44,518	48,054	47,323	48,695	49,066
13	31,027	35,479	35,879	36,437	36,848	38,640	39,041	42,693	43,837	45,209	45,832	45,150	48,685	47,950	49,322	49,711
14	31,027	35,479	35,879	36,437	36,848	38,640	39,041	42,693	43,837	45,209	45,832	45,150	48,685	47,950	49,322	49,711
15	31,027	35,479	35,879	36,437	36,848	38,640	39,041	42,693	43,837	45,209	45,832	45,150	48,685	47,950	49,322	49,711
16	31,027	35,479	35,879	36,437	36,848	38,640	39,041	42,693	43,837	45,209	45,832	45,150	48,685	47,950	49,322	49,711
17	31,027	35,479	35,879	36,437	36,848	38,640	39,041	42,693	43,837	45,209	45,832	45,150	48,685	47,950	49,322	49,711
18	31,027	35,479	35,879	36,437	36,848	38,640	39,041	42,693	43,837	45,209	45,832	45,150	48,685	47,950	49,322	49,711
19	31,787	36,237	36,637	37,179	37,590	39,398	39,798	43,453	44,597	45,970	46,591	45,909	49,445	48,710	50,082	50,487
20	31,787	36,237	36,637	37,179	37,590	39,398	39,798	43,453	44,597	45,970	46,591	45,909	49,445	48,710	50,082	50,487
21	33,052	37,502	37,903	38,478	38,888	40,664	41,064	44,718	45,860	47,233	47,855	47,175	50,709	50,006	51,378	51,779

**ASSOCIATION OF OFFICE PERSONNEL  
NYSUT  
SALARY SCHEDULE - 2006-2007 (effective 7/1/06)**

STEP	6 HR. CLK/TYP 10 MOS		post 7/1/1993 CLK/TYP 10 MOS		pre 7/1/1993 CLK/TYP 10 MOS		post 7/1/1993 A/C TYP. 10 MOS		pre 7/1/1993 A/C TYP. 10 MOS		SCHOOL ADM. AIDE CIV. SVC CLERK CLK/TYP SR PRINC. 12 MOS.			OFFICE APPLIC. SPEC. A/C STEN 12 MOS.		SR A/C SR A/C TYPIST MACH. SR. STEN 12 MOS.		PRINC. A/C PUR TECH 12 MOS.	
	20,652	23,753	24,165	24,727	25,156	25,768	26,181	28,808	29,984	31,398	30,862	31,331	34,971	35,498	36,912	35,700			
2	21,706	24,954	25,366	25,928	26,355	26,992	27,404	30,274	31,449	32,863	32,331	32,800	36,442	36,965	38,379	37,203			
3	22,757	26,161	26,573	27,129	27,556	28,215	28,627	31,745	32,920	34,334	33,798	34,271	37,911	38,452	39,866	38,704			
4	23,791	27,362	27,773	28,320	28,746	29,440	29,851	33,212	34,389	35,803	35,268	35,738	39,382	39,920	41,333	40,206			
5	24,828	28,379	28,790	29,344	29,769	30,663	31,074	34,681	35,854	37,268	36,734	37,203	40,845	41,370	42,784	41,700			
6	25,857	29,771	30,183	30,724	31,148	31,888	32,299	36,149	37,324	38,738	38,205	38,676	42,317	42,853	44,266	43,203			
7	26,897	30,975	31,388	31,936	32,361	33,110	33,521	37,617	38,794	40,207	39,673	40,142	43,784	44,316	45,730	44,704			
8	27,931	32,182	32,593	33,147	33,571	35,315	35,726	39,087	40,259	41,672	42,317	41,609	45,253	44,480	45,894	46,203			
9	29,881	34,296	34,707	35,256	35,678	37,298	37,709	41,466	42,622	44,036	44,695	43,991	47,633	46,895	48,308	48,635			
10	30,916	35,501	35,913	36,459	36,883	38,757	39,169	42,932	44,111	45,524	46,164	45,463	49,104	48,373	49,787	50,137			
11	31,307	35,891	36,303	36,860	37,284	39,147	39,559	43,323	44,501	45,915	46,555	45,854	49,495	48,743	50,156	50,538			
12	31,307	35,891	36,303	36,860	37,284	39,147	39,559	43,323	44,501	45,915	46,555	45,854	49,495	48,743	50,156	50,538			
13	31,958	36,543	36,956	37,530	37,954	39,799	40,212	43,974	45,152	46,566	47,207	46,505	50,145	49,388	50,802	51,203			
14	31,958	36,543	36,956	37,530	37,954	39,799	40,212	43,974	45,152	46,566	47,207	46,505	50,145	49,388	50,802	51,203			
15	31,958	36,543	36,956	37,530	37,954	39,799	40,212	43,974	45,152	46,566	47,207	46,505	50,145	49,388	50,802	51,203			
16	31,958	36,543	36,956	37,530	37,954	39,799	40,212	43,974	45,152	46,566	47,207	46,505	50,145	49,388	50,802	51,203			
17	31,958	36,543	36,956	37,530	37,954	39,799	40,212	43,974	45,152	46,566	47,207	46,505	50,145	49,388	50,802	51,203			
18	31,958	36,543	36,956	37,530	37,954	39,799	40,212	43,974	45,152	46,566	47,207	46,505	50,145	49,388	50,802	51,203			
19	32,741	37,324	37,736	38,294	38,717	40,580	40,992	44,757	45,935	47,349	47,988	47,287	50,928	50,171	51,585	52,002			
20	32,741	37,324	37,736	38,294	38,717	40,580	40,992	44,757	45,935	47,349	47,988	47,287	50,928	50,171	51,585	52,002			
21	34,043	38,628	39,040	39,632	40,055	41,884	42,296	46,059	47,236	48,650	49,291	48,590	52,231	51,506	52,919	53,332			

**ASSOCIATION OF OFFICE PERSONNEL  
NYSUT  
SALARY SCHEDULE - 2007-2008 (effective 7/1/07)**

STEP	SCHOOL							ADM. AIDE			OFFICE		SR A/C		PRINC.		
	6 HR.	post	pre	post	pre	post	pre	CIV. SVC	CLERK	SR	PRINC.	APPLIC.	A/C	SR A/C	SR.	PRINC.	A/C
	CLK/TYP	CLK/TYP	CLK/TYP	CLK/TYP	CLK/TYP	A/C TYP.	A/C TYP.	CLK/TYP	SR	CLERK	A/C TYP.	STEN	OPER.	STEN	STEN	PUR	TECH
	10 MOS	10 MOS	12 MOS.	12 MOS.	12 MOS.	12 MOS.	12 MOS	12 MOS.	12 MOS	12 MOS	12 MOS	12 MOS.					
1	21,271	24,465	24,890	25,469	25,911	26,541	26,966	29,672	30,884	32,340	31,788	32,271	36,020	36,563	38,019	36,771	
2	22,357	25,703	26,127	26,705	27,145	27,802	28,226	31,182	32,393	33,849	33,301	33,784	37,536	38,074	39,530	38,319	
3	23,440	26,946	27,370	27,943	28,383	29,062	29,485	32,697	33,908	35,364	34,812	35,299	39,048	39,605	41,062	39,865	
4	24,505	28,183	28,607	29,170	29,608	30,324	30,747	34,209	35,421	36,877	36,326	36,810	40,564	41,117	42,573	41,412	
5	25,572	29,231	29,654	30,224	30,662	31,583	32,006	35,721	36,930	38,386	37,836	38,319	42,070	42,611	44,067	42,951	
6	26,632	30,665	31,088	31,646	32,083	32,844	33,268	37,234	38,444	39,900	39,351	39,836	43,586	44,138	45,594	44,499	
7	27,704	31,905	32,329	32,894	33,332	34,103	34,527	38,745	39,958	41,414	40,863	41,346	45,098	45,646	47,102	46,045	
8	28,769	33,147	33,571	34,142	34,578	36,374	36,798	40,259	41,466	42,923	43,586	42,857	46,611	45,815	47,271	47,589	
9	30,777	35,324	35,748	36,313	36,749	38,417	38,840	42,710	43,901	45,357	46,036	45,311	49,062	48,301	49,758	50,094	
10	31,844	36,566	36,990	37,553	37,989	39,920	40,344	44,220	45,434	46,890	47,549	46,827	50,577	49,824	51,280	51,641	
11	32,246	36,968	37,392	37,966	38,402	40,321	40,746	44,622	45,836	47,292	47,952	47,229	50,980	50,205	51,661	52,054	
12	32,246	36,968	37,392	37,966	38,402	40,321	40,746	44,622	45,836	47,292	47,952	47,229	50,980	50,205	51,661	52,054	
13	32,917	37,640	38,064	38,656	39,092	40,993	41,418	45,293	46,507	47,963	48,623	47,900	51,649	50,870	52,326	52,739	
14	32,917	37,640	38,064	38,656	39,092	40,993	41,418	45,293	46,507	47,963	48,623	47,900	51,649	50,870	52,326	52,739	
15	32,917	37,640	38,064	38,656	39,092	40,993	41,418	45,293	46,507	47,963	48,623	47,900	51,649	50,870	52,326	52,739	
16	32,917	37,640	38,064	38,656	39,092	40,993	41,418	45,293	46,507	47,963	48,623	47,900	51,649	50,870	52,326	52,739	
17	32,917	37,640	38,064	38,656	39,092	40,993	41,418	45,293	46,507	47,963	48,623	47,900	51,649	50,870	52,326	52,739	
18	32,917	37,640	38,064	38,656	39,092	40,993	41,418	45,293	46,507	47,963	48,623	47,900	51,649	50,870	52,326	52,739	
19	33,723	38,444	38,868	39,443	39,879	41,797	42,222	46,100	47,313	48,769	49,428	48,705	52,456	51,676	53,132	53,562	
20	33,723	38,444	38,868	39,443	39,879	41,797	42,222	46,100	47,313	48,769	49,428	48,705	52,456	51,676	53,132	53,562	
21	35,064	39,786	40,211	40,821	41,257	43,140	43,565	47,441	48,653	50,109	50,770	50,048	53,797	53,051	54,507	54,932	