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Contract Database Metadata Elements

Title: **Hawthorne Cedar Knolls Union Free School District and Secretarial Bargaining Unit (2008)**

Employer Name: **Hawthorne Cedar Knolls Union Free School District**

Union: **Secretarial Bargaining Unit**

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A G R E E M E N T

BETWEEN THE

BOARD OF EDUCATION

**OF HAWTHORNE CEDAR KNOLLS
UNION FREE SCHOOL DISTRICT**

AND THE

SECRETARIAL BARGAINING UNIT

THIS CONTRACT SHALL BE FOR THE PERIOD

JULY 1, 2008 TO JUNE 30, 2013

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PREAMBLE

The Hawthorne Cedar Knolls Union Free School District Clerical Workers Staff (hereafter called "Bargaining Unit") recognized by the Board of Education of Hawthorne Cedar Knolls U.F.S.D. (hereafter called the "Board") as the exclusive bargaining agent of all Secretarial/Clerical Personnel, in seeking to establish employment conditions for its members, set in a fair and legally binding agreement to both parties, request the "Board" to recognize, agree to, and guarantee the following "Secretarial/Clerical Staff Personnel Practices."

STATEMENT OF RECOGNITION

The Committee of Three Clerical Employees is recognized as the exclusive bargaining unit of all secretarial and clerical personnel, exclusive of substitutes.

FAIR PRACTICES

The clerical staff agrees to maintain its eligibility to represent the bargaining unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin or sex, and to represent equally all members of the bargaining unit without regard to membership or participation in, or association with the activities of any employee organization.

In recognition of the clerical staff's status as collective bargaining representatives, the Board and District Principal agree to inform all applicants for bargaining unit jobs of the status of the clerical staff, provide such applicants with a copy of this agreement, inform them of their right to consult with representatives of the clerical staff and provide them with the names of the Committee. Upon the hiring of a new employee, the clerical staff will also be advised.

SALARY

1. Salaries shall be paid by check on the 15th of every month during the school year or the working day closest thereto; and the last school day of each month, and shall be computed on the basis of a 12-month work year.
2. The workweek shall consist of thirty-five (35) hours.
3. Work over thirty-five (35) hours per week shall be paid at time and one-half.
4. The anniversary date for salary increment is July 1.
5. Clerical Personnel employed after July 1 shall receive a pro-rated salary. Clerical Personnel employed after February 1 shall receive a full increment one-year from date of employment and a fractional increment on July 1 during the second year of employment.
6. Per Diem: The per diem rate of pay shall be computed by taking 1/260 of the contract salary for each day.
7. Work Week: During the months of July and August the clerical staff will leave at 3:00 P.M. on Fridays.
8. Unit members are required to use the Hand Scan method to sign in and out daily.

LONGEVITY

Upon completing 10 years of service, employees will receive a longevity payment of \$700 per year. Respectively, those completing 15 years will receive \$1,400 per year, and for 20 years of service, \$2,100 per year.

Any individual in Column A, who was on Step 11 as of July 1, 2004, shall be eligible for a \$2,500 longevity payment, per year.

PRIOR CREDIT FOR NEW PERSONNEL

New personnel shall start at the salary minimum scale, except that prior clerical experience up to two years in other positions may be recognized if satisfactorily evaluated by the Superintendent of Schools. Probationary period for clerical workers will be within the first six (6) months. Supervisor's evaluation shall be made during this time and the worker's status will be established by the Supervisor.

The services of any clerical worker may be discontinued during the probationary period.

After the probationary period, one month's notice must be given, unless the discharge is for cause.

CIVIL SERVICE

All clerical workers, in the competitive class under the plan of the State Department of Civil Service/Westchester County Department of Human Resources, must apply for necessary examinations within one year of their employment in order to become a permanent employee. If a clerical position becomes available, the Superintendent shall send out a notification of such opening to all present clerical workers so they may have an opportunity to apply for the position if they desire.

TUITION REIMBURSEMENT

A non-accumulating tuition reimbursement fund shall be established. The total liability to the district in any one year shall not exceed \$3000. To receive reimbursement from this fund, the course to be taken must be relevant to the individual's position and be pre-approved by the Superintendent of Schools, prior to the start of the course. The Superintendent's approval or disapproval of the course shall not be subject to the grievance process, nor subject to any and all arbitration. The maximum reimbursement, per credit, shall be the undergraduate rate of SUNY Purchase, at the time the course is given. Upon successful completion of the course, the individual must turn in the paid receipt and transcript of the course to the Superintendent's office. At the end of each school year, these courses shall be reimbursed. Should the reimbursement request exceed \$3,000, reimbursements shall be made on a pro-rated basis to cost up to the maximum per credit rate.

MATERNITY LEAVE and UNPAID LEAVE

Clerical workers shall be granted maternity leave for a period of one or two years, the exact length to be decided by the clerical worker and the Superintendent of Schools and approved by the Board.

Reinstatement after maternity leave will take place at the beginning of the school year in September. The clerical worker shall provide at least six (6) months notice before her planned return to the District. No credit toward tenure or advancement on the salary schedule shall accrue during any unpaid leave in excess of two (2) weeks in any school year. There will be a pro-ration of vacation and leave credit on July 1st after returning to work and a new anniversary date for step increase will be established. The new anniversary date will always be the 1st of the month.

Maternity leave is to include the use of up to ninety (90) days of accumulated paid leave days from the employee's leave bank.

Any and all **paid** leave **does not** affect vacation, leave time or step.

FAMILY MEDICAL LEAVE ACT

All members are eligible for benefits under the Family Medical Leave Act. See attached (Appendix B).

LEAVE DAYS

1. Twenty-four (24) days of leave shall be granted per year. Such leave is to be accumulative to 285 days. Any bargaining unit member who has accumulated 285 days in his/her leave bank is eligible for the following treatment of their non-accumulated days:
 - a) If all of the twenty-four (24) days have been accumulated as a result of no loss of time, \$100 per day will be paid.
 - b) If less than twenty-four (24) days have been accumulated, \$50 per day will be paid.
2. Leave days unused by the end of the school year shall be accumulated up to a maximum of 285 days.
3. Leave of absence for the purposes of travel, etc., after five years of employment may be granted by the Board in its sole discretion. The duration of the leave shall be determined by the Board which shall consider the request of the employee. The employee shall request such leave six (6) months in advance. Reinstatement after leave, in the employee's former position, will be guaranteed. Such leave is to be taken without pay.
4. ~~After every seven years of satisfactory employment, four extra weeks vacation (to be taken at the discretion of the supervisor) will be granted with pay. No more than one worker in the same department will be granted this vacation at the same period of time. There shall be a moratorium declared on Item Four for the length of this contract.~~
5. In the event that a member of the bargaining unit passes away while actively employed by the District, his/her accumulated leave day bank will be paid to his/her next of kin or estate.

VOLUNTARY SICK BANK

Contributions may be from one (1) to five (5) days each year, per member. Once these days are contributed to the sick bank, they no longer belong to the individual member.

A. The Sick Leave Bank shall be maintained by the Association for the use of full-time, 12 month members, employed for at least six (6) months, and who have exhausted their accumulated leave days. A Committee, established by the Association, shall administer the Sick Leave Bank.

B. Any full time Bargaining Unit member who contributes one day of his/her accumulated leave shall be a member. Contributions shall be made at the beginning of the School year as deemed necessary by the Association. Contributions and membership in the Sick Bank are not mandatory, but once contributed, leave days may not be withdrawn. Unused days in the bank at the end of each School year shall be carried over to the following year.

C. Secretarial Bargaining Unit members who meet the above criteria (Item A), may withdraw days from the Sick Bank as follows:

1. This benefit shall only be used by members of the Sick Leave Bank.
2. This benefit shall extend to instances of catastrophic illness or injury; and
3. The Sick Leave Bank committee shall make all determinations with regard to whether, and for how long, a member is eligible to utilize the Sick Leave Bank. All determinations of the committee shall be final.

D. The Unit shall submit an annual accounting on the status of the Sick Bank balance to the Superintendent.

E. The maximum number of days which the Sick Bank Leave may issue in any given school year is 240.

BEREAVEMENT LEAVE

A clerical worker may take up to four (4) days during the year for a death in the immediate family. "Immediate Family" is defined as spouse, child, parent, sibling, mother-in-law, father-in-law and grandparents. Up to one (1) day per year may be taken for other family members not listed above.

VACATIONS AND HOLIDAYS

All Vacation days will be credited on July 1st of each year.

1. For employees that have worked less than one year, in the first year, vacation is earned at one (1) day per month, to a total of ten (10) days maximum.
2. After one year of service: 15 vacation days. If a person is hired on July 1st, they will be credited with fifteen (15) vacation days on the following July 1st
3. After three years of service: 22 vacation days.
4. Clerical staff shall be entitled to all non-school days with pay. This does not apply to the time between the regular school year and the summer session recesses (when the students and teaching staff are off) with exception to Holidays/official District Office closings. Personal vacation time may be taken during this period with Supervisor/Superintendent's approval.
5. If the 4th of July falls on a Saturday or Sunday, and school is not closed during the work week for this holiday, all unit members will be paid at 1/260 of their salary for this day.
6. Clerical staff shall be permitted to carry over five (5) days vacation time from one contract year to the following contract year.
7. Clerical staff may be permitted to receive two (2) weeks salary in lieu of two (2) weeks of vacation time worked, at the discretion of the Board.

PERMANENT PART-TIME WORKERS

A permanent part-time employee is one who has a regular assignment in an established position and is paid on a pro-rated annual basis. He/she is placed on a step and scale in the regular salary schedule. Permanent part-time workers shall receive all of the above fringe benefits proportionately pro-rated to the amount of hours worked, where applicable.

TERMINATION

One month's notice must be given to the clerical worker's supervisor when the worker is planning to leave HCK UFSD. Failure to provide such notice, except if excused by the Board, shall result in the forfeiture of all accrued fringe benefits.

RETIREMENT SYSTEM

Employees who are full-time are required to join the New York State and Local Employees' Retirement System. Employees who are less than full-time may elect to become members of the New York State and Local Retirement System. Mandatory Employee Contributions are as per plan provisions.

WELFARE FUND

A benefit Fund has been established for the exclusive purpose of providing various insurance benefits for members of the bargaining unit.

For each School Year, the School District shall contribute to the Welfare Benefit Fund, the same amount as specified in the Teacher Contract in each School Year, for each unit member on the payroll of the School District, as of September 30th.

MEDICAL BENEFITS

In each year of the Agreement, the District will pay 100% of the cost of the medical, life and disability insurance premiums for the policies presently in effect. While the District will continue to make available to the staff a variety of other health insurance carriers, such as Physicians Health Service, HIP, Kaiser, etc., any premium costs of these programs that exceed the premium costs of the Southern Westchester Schools Cooperative Health Plan (SWSCHP) will be the sole responsibility of the employee.

Health Insurance Buy Out

- A. Each year, beginning with the 2009-10 school year, unit members who are otherwise health insured may opt out from coverage in the School District's plan upon filing written notice of exercising the option, with proof of other health insurance, by May 1, for opting out effective July 1.
- B. The District will compensate members if they waive their single, two-person or family coverage, or decline family or two-person coverage for single coverage. Compensation will be in two installments, the first in December and the second in June, as follows:
 - Opting out of individual coverage for no coverage - \$1,200;
 - Opting out of family or two-person for individual coverage - \$1,200;
 - Opting out of family or two-person for no coverage - \$2,500
- C. A member whose spouse is (1) a covered employee of this district and (2) eligible for two-person or family coverage is required to waive their coverage, unless the spouse is otherwise required to contribute to the cost of the premium, or the member is otherwise prohibited from doing so by court order, custody or divorce decree.

- D. A unit member who opts out of the District's health insurance plan shall be obligated to annually inform the District, in writing, whether or not he/she will be opting out for the next following school year. In the event such notification is not made, the District shall not be obligated to carry such unit member as covered under the plan.
- E. Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall be reinstated, based on a pro-rated repayment of the compensation received for the initial withdrawal.

RETIREMENT INCENTIVE

After 15 years of service in the District, a unit member who notifies the Board of his/her intention to retire in three (3) years, will receive a retirement benefit of additional compensation. This benefit will consist of a payment of \$3,000 per year, for each of the succeeding three (3) years; if two (2) year notice is given, \$3,000 per year in each of the succeeding two (2) years; if one (1) year notice is given, one payment of \$3,000 in the succeeding year.

Employees, upon retirement, with the completion of 10 years in the District and the access of the New York State Employees & Local Retirement System, shall receive the following pay out for unused leave days:

- ❖ Effective 7/1/08: \$70 for each day of unused leave days accumulative up to a maximum of 250 days. Over 250 days and up to 285, the payout will be \$75 for each day. The maximum dollar amount is not to exceed \$20,125.
- ❖ Effective 7/1/10: \$75 for each day of unused leave days accumulative up to a maximum of 250 days. Over 250 days and up to 285, the payout will be \$85. The maximum dollar amount is not to exceed \$21,550.

If requested, 1/3 of the accumulated leave day bank may be converted to dollars, as indicated above, in each of the three years prior to retirement, and included in each year's salary. Should severe illness occur, that requires the need for leave days, the employee may reverse his/her decision and have the balance of the days left in the bank reverted to leave days rather than dollars. In the event that a member of the bargaining unit passes away while actively employed by the District, his/her accumulated leave day bank will be paid to his/her next of kin or estate.

MEDICAL INSURANCE for RETIREES

For the term of this agreement, the District will pay 100% of the cost of medical insurance coverage, under the policy presently in effect, for each employee and for the employee's eligible dependents. This provision applies only to an employee who retires immediately upon leaving the service of the District, and only while employee is actually retired and receiving retirement benefits from the New York State and Local Employees' Retirement System.

The District agrees to reimburse all retirees and their spouses, the premiums paid for Medicare Part B, when enrolled in the District's primary health insurance plan.

The District shall have no obligation to provide or pay for coverage for the retiree's dependents beyond the lifetime of the retiree.

PERSONAL PROPERTY (LOSS REIMBURSEMENT FUND)

1. The District agrees to establish a Loss Reimbursement Fund in which employees of the District will be eligible to participate. The sole purpose of the Fund will be to reimburse participating district personnel for damage to their personal property that occurs on School Grounds between July 1 and June 30 of each school year as the result of action by a student.
2. An employee may participate in the fund by executing, on or before July 1 of each school year, a written authorization instructing the District to deduct ten dollars (\$10) from the employee's salary in September to be deposited in the Fund. A new employee shall pay the ten dollars (\$10) in full upon hiring, if they elect to participate. The District will contribute \$10 to the Fund.
3. The Fund shall be administered by the District and will be held in a separate interest-bearing account. Within sixty (60) days of the conclusion of each school year, the District will provide the Union with an accounting of all contributions to, and expenditures by the Fund, during the preceding year.
4. Claims for reimbursement from the Fund must be submitted in writing by the participating employee to the Superintendent of Schools within fifteen (15) days of the date on which the property damage occurred. Claims must detail the nature, cause, and time and place of the damage; the name(s) of the student(s) who caused the damage; proof of loss; and a statement as to what portion, if any, of the loss was, or will be, reimbursed by private insurance. Reimbursement will be paid only for property damage that occurs between July 1 and June 30; only in cases where there is proof (consisting of eyewitness observation or admission by the student), satisfactory to the Superintendent, that the damage occurred on school grounds and was caused by a student; and only for losses not reimbursed by insurance. The Superintendent, in his sole discretion, shall determine whether a claim is eligible for reimbursement from the Fund.
5. Claims approved by the Superintendent for reimbursement shall be held until June 30 of each school year. In order to be eligible for reimbursement by the Fund at the end of the school year, an employee must have participated in the Fund for that entire school year and have contributed to the Fund that school year. As soon after June 30 as is practicable, the Disbursement Committee shall meet to determine the total amount of all approved, eligible claims against the Fund from the preceding school year, and the total amount of the Fund. If the amount in the Fund exceeds the total of all approved, eligible claims against the Fund, the Superintendent will cause all such claims against the Fund to be paid. If the amount in the Fund is less than the total of all approved, eligible claims against the Fund, the Superintendent will cause a percentage of each claim to be paid. The percentage shall be determined by multiplying the amount of each claim by a fraction, the numerator of which is the amount of the Fund on June 30, and the denominator of which is the total of all approved claims against the Fund. The pro-rata payment of a claim pursuant to this paragraph shall fully extinguish the claim. The Disbursement Committee shall consist of the Superintendent of Schools, the Business Manager of the District, and the President of the Teachers Union (or his/her designee).
6. In the event that monies remain in the Fund after all approved, eligible claims against the Fund have been paid in accordance with the previous paragraph, such monies shall be held in the Fund for reimbursement of losses due to property damage, pursuant to this Article, in future years. However, unpaid claims may not be carried over from year to year, and claims for damage occurring during one school year may not be submitted to the Fund for reimbursement during a subsequent school year.

7. In the event that operation of or contribution to the Fund is terminated for any reason, monies in the Fund shall not revert to the District or to participating employees. Such monies shall continue to be held by the District in a separate interest-bearing account and shall be distributed solely for the purposes and pursuant to the procedures set forth in this Article, until the monies are exhausted. During this period, the employees eligible for reimbursement by the Fund shall be only those who were participating in the Fund as of the date on which operation of or contribution to the Fund was terminated.

This Article shall be effective September 1, 1985, provided that at least 50 employees of the District elect to participate in the Fund. If fewer than 50 employees elect to participate, this Article shall not be implemented.

EVALUATION

The district shall have the right to evaluate a unit member on an annual basis or whenever circumstances, as determined by the District, require an evaluation. The evaluation shall be in writing and with the full knowledge of the employee.

If an evaluation is written, the employee shall sign said evaluation, a copy of which shall be entered into his/her personnel file, and the employee shall be given a copy of same. The signature acknowledges receipt of the evaluation and not agreement with evaluation. If the employee does not sign the evaluation, it may still be entered into the employee's personnel file. The employee shall have the right to respond to the evaluation in writing within ten (10) working days of receiving the evaluation. Said written response shall be delivered to the individual who made the evaluation, and a copy shall be attached to the evaluation and entered into the employee's personnel file.

CONDITIONS OF EMPLOYMENT

MEDICAL FACILITIES

The use by clerical workers of the medical facilities is not within the Board's control, but the Board will request the Hawthorne Cedar Knolls School to make its medical facilities available to the Staff whenever possible.

SNOW DAYS

School closing during inclement weather is determined by local weather conditions. The usual concern is for the safe transportation of children to school. However, the safety of the clerical staff is also to be considered and it is recognized that, in severe weather, driving may be hazardous. Some schools may delay openings because of the road conditions in outlying areas. Others open school, but do not provide transportation for students. Because most of our students live on campus, transportation of those students is not a factor with which we must be concerned. Accordingly, the Superintendent of Schools will contact one local radio station (WHUD/WFAS) and one New York City Station (WCBS), and announce the late opening of school when such is indicated by weather conditions. In cases of unusual weather conditions, the Superintendent of Schools may decide to close school. In instances where the school remains open, but a clerical worker is unable to get to school because of hazardous driving conditions, the absence will be considered a Leave Day.

GRIEVANCE PROCEDURE

A. OBJECTIVE

It is the objective of the procedures to encourage the prompt and informal resolution of dissatisfaction as it arises before recourse to the employment of formal grievance procedures. For this reason, it is recognized that many complaints can be resolved informally in a mutually satisfactory way and that it is in the best interests of both parties to work toward that end.

B. DEFINITIONS

A "Grievance" is a dispute concerning the interpretation, or application, or alleged breach of the terms and conditions of this Agreement; provided, however, that such term shall not include any claim concerning disciplinary proceedings or any rule or regulation having the force and effect of law, or any claim as to which the Board is without authority to act.

C. GRIEVANCE PROCEDURE

1. *First Step*

A grievant may either orally or in writing, present a grievance to his or her immediate supervisor within fifteen (15) days following the act which is the basis for his/her complaint. The supervisor shall discuss the grievance with the grievant, investigate the matter, and attempt to resolve it. The decision of the supervisor shall be made within five (5) days following the receipt of the grievance. Where the grievance has been presented in writing, the decision shall be in writing. If the grievance arises out of an action or determination of the Superintendent of Schools or the Board, it shall be submitted directly to the second step described below.

2. *Second Step*

If the grievance has not been resolved in the first step, the grievant may present such grievance in writing signed by the grievant to the Superintendent of Schools within five (5) days after receiving the supervisor's determination. There shall be set forth in such writing the specific action or condition complained of and the provision herein on which the grievance is based. The Superintendent of Schools shall set a date for an informal conference to take place within ten (10) days after the receipt of the grievance, unless such date be adjourned by mutual agreement, and shall notify the appropriate individuals. The Superintendent of Schools shall afford the grievant and the clerical staff an opportunity to present the grievance fully and may make such further inquiry himself as he deems necessary. The Superintendent of Schools shall convey to the grievant his written findings and decision within ten (10) days after the conclusion of said conference.

3. *Third Step*

A grievant may appeal from the determination of the Superintendent of Schools by filing a signed written appeal with the Board, with a copy to the Superintendent of Schools. Said appeal must be filed within five (5) days after the receipt of the determination by the Superintendent of Schools. This appeal shall contain a complete explanation of all grounds upon which the appeal is based. Within fifteen (15) days, the Board, or a committee thereof, shall meet with the grievant to consider the grievance. Within ten (10) days after such meeting (or meetings, should more than one be necessary) the board shall render its decision in writing.

4. Fourth Step

A grievant may appeal from the determination of the Board upon written notice within five (5) days after the receipt of the Board's determination. The appeal shall be taken by submitting to the American Arbitration Association, the Superintendent of Schools and the Board, a written demand for arbitration signed by the grievant and requesting the AAA to submit a list of arbitrators to the parties.

The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and shall be without any power to make any decision inconsistent with, modifying or varying in any manner the terms of this Agreement or any established practice or any law, rule or regulation having the force and effect of law.

The Arbitrator shall be without power to make any decision limiting or interfering in any way with the powers, duties and responsibilities and discretion of the Board under its By-Laws or applicable law, except that he may decide in a particular case that a Board action constituted a contract violation. The decision of the Arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be final and binding. The Arbitrator shall render his written award and opinion within thirty (30) days after the close of the hearing.

Clerical employees shall be entitled to the unobstructed use of the grievance procedure without fear of reprisal.

D. TIME LIMITS

1. Because it is important that grievances be processed as rapidly as possible, the number of days afforded to any party at any step shall be considered a maximum and every effort shall be made by all parties to expedite the process.
2. The failure to process a grievance within the time limits set forth above shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.
3. The failure of an Administrator to communicate his decision within the specified time limits shall permit the grievant to proceed to the next level without further delay.
4. If a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

E. REPRESENTATION

1. The clerical staff shall have the right to represent the grievant at each step of the procedure described above, provided, however that the grievant must first make, and then maintain in effect, a request that the clerical staff do so.
2. Nothing contained in this article shall be construed to limit the right of any clerical worker having a grievance to discuss the matter informally with any appropriate member of the Administration, or from having the grievance adjusted under the procedure described above without the intervention of the clerical staff; provided, however, that (a) the adjustment is not inconsistent with the terms of the contract, and (b) the clerical staff has been given an opportunity to state their views on the grievance at each stage.

STRIKES AND PUBLIC PRESSURE

The Union and the Board recognize that strikes are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union agrees that it will not strike, conduct a slow down or work stoppage against the Board, or assist or participate in any strike, slow down or work stoppage against the Board, or impose an obligation upon its members to conduct, assist or participate in any strike, slow down or work stoppage.

SALARY SCHEDULE

Salary Schedules for the following school years (attached as Appendix A):
2008-2009; 2009-2010; 2010-2011; 2011-2012; 2012-2013.

NOTES TO SALARY SCHEDULE July 1, 2008- June 30, 2013:

- ❖ Five (5) year contract effective 7/1/08 to 6/30/13.
- ❖ The salary grids during this agreement shall increase 3.5% each year, as per attached, Appendix A.
- ❖ All members of the contract shall advance one step each year.
- ❖ Effective July 1, 2008, employees under this contract shall utilize the Hand Scan method to sign in and out on a daily basis.
- ❖ Retroactive pay, if applicable, shall only be paid to those individuals who are employees on the date of the approval of this contract by the Board of Education.
- ❖ If the Board of Education creates the job title "Personnel Assistant", it shall be placed on the column C salary schedule.

This Agreement shall be effective as of July 1, 2008 and will continue in full force and effect through June 30, 2013.

IN WITNESS WHEREOF, the parties have signed this Amended Agreement by their duly authorized representatives this _____ day of _____ 2008.

CONTRACT APPROVED:

BARGAINING UNIT

HAWTHORNE CEDAR KNOLLS U.F.S.D.

BY: _____
Ivy Howie-Greene

BY: _____
Mark K. Silverstein
Superintendent of Schools

Elaine Brancato

Cynthia Simmons

SECRETARIAL SALARY SCHEDULE

2008-2013

<u>2007-2008</u>			
STEP	A	B	C
1	32,000	34,966	40,670
2	32,845	36,082	42,208
3	33,690	37,221	43,686
4	34,609	38,344	45,273
5	35,564	39,463	46,809
6	36,408	40,588	48,340
7	37,253	41,725	49,876
8	39,000	44,328	52,487
9	40,904	46,491	55,116
10	42,881	48,796	57,914
11	44,987	51,256	60,920

<u>2010-2011</u>			
STEP	A	B	C
1	35,479	38,767	45,092
2	36,416	40,005	46,797
3	37,353	41,268	48,435
4	38,372	42,513	50,195
5	39,430	43,753	51,898
6	40,366	45,001	53,595
7	41,303	46,261	55,298
8	43,240	49,147	58,193
9	45,351	51,545	61,108
10	47,543	54,101	64,210
11	49,878	56,828	67,543

<u>2008-2009</u>			
STEP	A	B	C
1	33,120	36,190	42,093
2	33,995	37,345	43,685
3	34,869	38,524	45,215
4	35,820	39,686	46,858
5	36,809	40,844	48,447
6	37,682	42,009	50,032
7	38,557	43,185	51,622
8	40,365	45,879	54,324
9	42,336	48,118	57,045
10	44,382	50,504	59,941
11	46,562	53,050	63,052

<u>2011-2012</u>			
STEP	A	B	C
1	36,721	40,124	46,670
2	37,690	41,405	48,435
3	38,660	42,712	50,131
4	39,715	44,001	51,952
5	40,811	45,285	53,714
6	41,779	46,576	55,471
7	42,749	47,880	57,234
8	44,753	50,867	60,230
9	46,938	53,349	63,247
10	49,207	55,995	66,458
11	51,624	58,817	69,907

<u>2009-2010</u>			
STEP	A	B	C
1	34,279	37,456	43,567
2	35,184	38,652	45,214
3	36,090	39,872	46,798
4	37,074	41,075	48,498
5	38,097	42,274	50,143
6	39,001	43,479	51,783
7	39,906	44,697	53,428
8	41,778	47,485	56,225
9	43,817	49,802	59,042
10	45,935	52,271	62,039
11	48,191	54,907	65,259

<u>2012-2013</u>			
STEP	A	B	C
1	38,006	41,529	48,303
2	39,010	42,854	50,130
3	40,013	44,207	51,885
4	41,105	45,541	53,770
5	42,239	46,870	55,594
6	43,241	48,206	57,413
7	44,245	49,556	59,237
8	46,320	52,648	62,338
9	48,581	55,217	65,461
10	50,929	57,954	68,784
11	53,430	60,876	72,354

COLUMN A:

Clerk

COLUMN B:

Clerk/Typist; Office Assistant (Automated Systems)

COLUMN C:Payroll Clerk; Senior Office Assistant (Automated Systems);
Senior Stenographer; Senior Account Clerk/Typist

SUBJECT: FAMILY AND MEDICAL LEAVE ACT

The Board of Education, in accordance with the Family and Medical Leave Act of 1993 (FMLA), gives "eligible" employees of the District the right to take unpaid leave for a period of up to twelve (12) workweeks in a twelve-month period as determined by the District. The District will compute the twelve-month period according to the following time frame: a "rolling" twelve-month period will be used that is measured backward from the date an employee uses any FMLA leave.

Employees are "eligible" if they have been employed by the District for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve-month period. Full-time teachers are deemed to meet the 1,250 hour test. The law covers both full-time and part-time employees.

Qualified employees may be granted leave for one (1) or more of the following reasons:

- a) The birth of a child and care for the infant;
- b) Adoption of a child and care for the infant;
- c) The placement with the employee of a child in foster care;
- d) To care for a spouse, child or parent who has a serious health condition as defined by the FMLA;
- e) A serious health condition of the employee, as defined by the FMLA, that prevents the employee from performing his/her job;
- f) Because of "any qualifying exigency" (such term to be defined by regulations issued by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. In the interim, the Department of Labor is encouraging employers to provide this type of leave to qualifying employees.

Service Member Family Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative of that individual) of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

(Continued)

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)

The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves.

Implementation/Benefits

At the Board of Education's or employee's option, certain types of paid leave may be substituted for unpaid leave.

An employee on FMLA leave is also entitled to have health benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period.

In most instances, an employee has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

The Board of Education has a right to thirty (30) days advance notice from the employee where practicable. In addition, the Board may require an employee to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member. Failure to comply with these requirements may result in the denial of FMLA leave. The Board may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The Board of Education has the right to deny restoration to employment if the employee does not furnish the certificate of fitness.

Notice for Leave Due to Active Duty of Family Member

In any case in which the necessity for leave due to any qualifying exigency is foreseeable, whether because the spouse, or a son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

FMLA Notice

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building.

Administration shall provide information to employees regarding their rights and responsibilities under the FMLA.

Family and Medical Leave Act of 1993, Public Law 103-3
29 Code of Federal Regulations (CFR) Part 825

Adopted: 1/9/07
Amended: 6/23/08