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Contract Database Metadata Elements

Title: **Hawthorne Cedar Knolls Union Free School District and Secretarial Bargaining Unit, Hawthorne Cedar Knolls Clerical Workers Staff (2001)**

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

Union: **Secretarial Bargaining Unit, Hawthorne Cedar Knolls Clerical Workers Staff**

Local:

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Hawthorne-Cedar Knolls Ufsd And
Hawthorne-Cedar Knolls Secretarial

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF HAWTHORNE CEDAR KNOLLS
UNION FREE SCHOOL DISTRICT
AND
SECRETARIAL BARGAINING UNIT

THIS CONTRACT SHALL BE FOR THE PERIOD

JULY 1, 2001 TO JUNE 30, 2004

AUG 13 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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	A CLERK	D CLERK TYPIST TYPIST OFF. ASSIST (AUTO. SYSTEM)	C PAYROLL CLERK SR. OFFICE ASSIST. (AUTO. SYSTEM) SENIOR STENO SR. ACCT. CLK. TYP.	D SECY STENO
3.75%				
1.	20,439	22,265	26,635	28,814
2.	21,223	23,301	28,063	30,240
3.	22,008	24,359	29,437	31,663
4.	22,862	25,403	30,911	33,090
5.	23,749	26,443	32,338	34,519
6.	24,534	27,488	33,760	35,938
7.	25,318	28,544	35,188	37,367
8.	26,942	30,962	37,614	39,792
9.	28,711	32,972	40,056	42,379
10.	30,547	35,113	42,655	45,133
11.	32,504	37,399	45,448	48,068

SALARY SCHEDULE 2002-2003

	A CLERK	B CLERK TYPIST TYPIST OFF. ASSIST (AUTO. SYSTEM)	C PAYROLL CLERK SR. OFF. ASSIST. (AUTO. SYSTEM) SENIOR STENO SR. ACCT. CLK. TYP.	D SECY STENO
3.75%				
1.	21,205	23,100	27,634	29,895
2.	22,019	24,175	29,116	31,374
3.	22,834	25,273	30,541	32,851
4.	23,720	26,356	32,070	34,331
5.	24,640	27,434	33,551	35,813
6.	25,454	28,518	35,026	37,286
7.	26,268	29,614	36,507	38,768
8.	27,952	32,123	39,024	41,284
9.	29,787	34,208	41,558	43,968
10.	31,693	36,430	44,254	46,826
11.	33,723	38,801	47,152	49,871

SALARY SCHEDULE 2003-2004

	A CLERK	B CLERK TYPIST TYPIST OFF. ASSIST (AUTO. SYSTEM)	C PAYROLL CLERK SR. OFF. ASSIST. (AUTO. SYSTEM) SENIOR STENO SR. ACCT. CLK. TYP.	D SECY STENO
3.75%				
1.	22,000	23,966	28,670	31,016
2.	22,845	25,082	30,208	32,551
3.	23,690	26,224	31,686	34,083
4.	24,609	27,344	33,273	35,618
5.	25,564	28,463	34,809	37,156
6.	26,408	29,588	36,340	38,684
7.	27,253	30,725	37,876	40,222
8.	29,000	33,328	40,487	42,833
9.	30,904	35,491	43,116	45,617
10.	32,881	37,796	45,914	48,582
11.	34,987	40,256	48,920	51,741

Salary Percentage Increases Effective July 1, 2001, July 1, 2002 and July 2, 2003 at 3.75% each year.

Longevity Payment: Upon completing 10 years of service, employees will receive a longevity payment of \$600. Respectively, those completing 15 years will receive \$1,200, and for 20 years of service, \$1,800.

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 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 35 hours.
3. Work over 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 proportion of the regular increment to the following July 1. This shall be computed by taking the fractional part of the number of months worked of the total number of months in the school year (12 months), multiplied by the increment. 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.

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 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, 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.

MARTERNITY 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 month's 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 first 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 90 days of accumulated paid leave days from the employees' leave bank.

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

FAMILY MEDICAL LEAVE ACT

All members are eligible for Family Medical Leave Act benefits. See attached.

LEAVE DAYS

1. Twenty-four days of leave shall be granted per year. Such leave is to be accumulative to 285 days. Effective July 1, 1995 any bargaining unit member who has accumulated 285 days in her leave bank is eligible for the following treatment of their non-accumulated days.
 - a) If all of the 24 days have been accumulated as a result of no loss of time, \$100 per day will be paid.
 - b) If less than 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

POLICY

1993

6551

1 of 2

Personnel

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 12 workweeks in a 12-month period as determined by the District. The District will compute the 12-month period according to the following time frame: a "rolling" 12-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 12 months and for at least 1,250 hours of service during the previous 12-month period; and if there are 50 employees within a 75-mile radius. 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 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 or her job.

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 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

(Continued)

POLICY

1998

6551
2 of 2

Personnel

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

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.

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 is directed to develop regulations to implement this policy, informing employees of 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: 5/19/98

determined by the Board which shall consider the request of the employee. The employee shall request such leave six 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.

BEREAVEMENT LEAVE

A clerical worker may take up to four 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 day per year may be taken for other family members not listed above.

VACATIONS AND HOLIDAYS

All vacation will be credited on July 1st each year.

1. In the first year, vacation is earned at one day per month to a total of 10 days maximum. If a person is hired on July 1st they will be credited within 15 days vacation the following July 1st.

Example:

Hired December 1, 2000.

- On July 1, 2001, credited with seven (7) vacation days to be taken between July 1, 2001 and June 30, 2002.
- Works continuously and is credited with 15 days on July 1, 2002, to be taken between July 1, 2002 and June 30, 2003.
- On July 1, 2003, credited with 15 days for the 2003-2004 school year.
- On July 1, 2004, credited with 15 days for the 2004-2005 school year.
- On July 1, 2005, credited with 22 days for the 2005-2006 school year.

2. After three years of service: 22 vacation days.
3. Clerical staff shall be entitled to all non-school days with pay.
4. Effective 7/1/01, if the 4th of July falls on a Saturday or Sunday and school is not closed for this holiday, all unit members will be paid at 1/260 of their salary for this day.
5. It has been agreed upon that clerical staff shall be permitted to carry over five days vacation time from one contract year to the following contract year.
6. It has been agreed upon that clerical staff may be permitted to receive a week's salary in lieu of one week's 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 annum basis. 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 must join the New York State Employees' Retirement System which is non-contributory for members who joined prior to July 1, 1976. Full-time employees who join the System after July 1, 1976, must contribute three percent of their salary. Employees who are less than full time may become members of the New York State Employees' Retirement System. However, those who join the N.Y.S. Employees' Retirement System after July 1, 1976, if they elect to join the System, must contribute three percent of their salary.

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, etc., any premium costs of these programs that exceed the premium costs of the Southern Westchester Schools Cooperative Health Plan will be the sole responsibility of the employee.

Employees, upon retirement, and the completion of 10 years in the District and the access of the Employees Retirement System, shall receive \$65 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 \$70. The maximum dollar amount is not to exceed \$18,700.

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.

A. 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 who retires on or after July 1, 1995 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 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 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.

B. After 15 years of service in the District, a staff member who notifies the Board of his or her intention to retire in three years, will receive a retirement benefit. This benefit will consist of a payment of \$3,000 per year for each of the succeeding three years. Effective 7/1/2002 this benefit will consist of a payment of \$2,000 per year for a maximum of three years. Effective 7/1/2003 this benefit will consist of a payment of \$1,000 per year for a maximum of three years. Effective 6/30/2004 this retirement incentive will cease to exist. Brenda Rodgers and Lee Williams are eligible to receive the maximum payout (3 years at \$3,000 per year) since they issued letters of retirement prior to the ratification of this new contract.

PERSONAL PROPERTY (LOSS REIMBURSEMENT FUND)

C.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 \$10 from the employee's salary in September or for a new employee a one time \$10.00 payment to be deposited in the Fund. 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 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 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 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 Paragraph C, 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 Paragraph C, 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.

8. This Paragraph C 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 Paragraph C shall not be implemented.

WELFARE FUND

A. A benefit Fund shall be established for, the exclusive purpose of providing various insurance benefits for members of the bargaining unit.

B. For the 2001-2004 school years, the School District shall contribute to the Benefit Fund \$700 for each employee on the payroll of the School District as of September 30, 2001.

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, 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 15 days following the act which is the basis for his 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 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 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

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 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 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 15 days, the Board or a committee thereof shall meet with the grievant to consider the grievance. Within 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. A grievant may appeal from the determination of the Board upon written notice within five 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.

B. 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.

C. 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 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 grievants 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 by clerical workers 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.

This Agreement shall be effective as of July 1, 2001 and will continue in full force and effect through June 30, 2004.

IN WITNESS WHEREOF, the parties have signed this Amended Agreement by their duly authorized representatives this 23rd day of October, 2001.

CONTRACT APPROVED:

BARGAINING UNIT

HAWTHORNE CEDAR KNOLLS U.F.S.D.

BY: Ivy Howie-Greene
Ivy Howie-Greene

BY: Ronald L. Smalls
Ronald L. Smalls
Superintendent of Schools

Diana Mariutto
Diana Mariutto

Brenda Rodgers
Brenda Rodgers

Memorandum of Agreement between the Hawthorne Cedar Knolls UFSD
and the Secretarial Bargaining Unit

1. 3 year contract from 7/1/01 to 6/30/04
2. In the first year of the contract, if the 4th of July falls on a Saturday or Sunday and school is not closed for this holiday, all unit members will be paid at 1/260 of their salary for this day.
3. In the first year of the contract, create overtime clause that pays at time and one half after 35 hours worked in any week.
4. No change in payout for unused leave days at retirement.
5. No change in pay out for leave days after 285 days accumulated.
6. In the first year of the contract increase longevity from \$500 to \$600 upon completing ten years of service, from \$1,000 to \$1,200 upon completing 15 years of service and from \$1,500 to 1,800 upon completing 20 years of service.
7. In the first year of the contract, reclassify office assistant from column A in the salary grid to Column B.
8. A 3.75% salary increase in the first year of the contract. A 3.75% increase in the second year of the contract. A 3.75 % increase in the third year of the contract.
9. In the second year of the contract \$3,000 retirement incentive as shown in Paragraph B page six will be \$2,000 for a maximum of three years. Brenda Rodgers and Lee Williams are eligible to receive the maximum payout (3 years at \$3,000 per year) since they issued letters of retirement prior to the ratification of this new contract. In the third year of the contract the incentive will be \$1,000 for a maximum of three years. Effective 6/30/04 this retirement incentive will cease to exist.
10. District agrees to reimburse all retirees and their spouses the premium pay for Medicare part B when enrolled in the district primary health insurance plan.
11. Family Medical Leave Act language will be added to the new contract.
12. All terms and conditions of the prior agreement remain in effect except as modified by this memorandum.

Date

7/12/01

Date

7/12/01

For the Union

Mr. Honie Dreese
Deana Marcotto
Brenda Rodgers

For the District

Mukul Riehl