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**Contract Database Metadata Elements**

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**COLLECTIVE BARGAINING  
AGREEMENT**

**By and between**



***Hewlett-Woodmere School District***

**and the**

***UPSEU***

**United Public Service  
Employees Union**

**Secretarial Unit**

***July 1, 2009 – June 30, 2012***



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NEGOTIATED AGREEMENT BETWEEN  
HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT  
AND THE  
HEWLETT-WOODMERE SECRETARIES UNION UPSEU  
Termination Date — June 30, 2012

PREAMBLE

The Hewlett-Woodmere Union Free School District (herein called the "District") and the Hewlett-Woodmere Secretaries' Union, UPSEU, (herein called the "Union") recognizes that the education and welfare of children of the school district are paramount in the operation of the schools and in order to promote such purposes, the parties do hereby agree as follows:

**ARTICLE I  
RECOGNITION AND NEGOTIATION PROCEDURES**

Section I. Recognition

The District recognizes the Union as exclusive representative for the purposes of negotiation as set forth below, of all members of the Secretarial Unit as defined in Board of Education Policy No. 4171. This recognition is granted in acknowledgement of receipt of evidence, as stipulated in the Public Employee's Fair Employment Act that the Union is the authorized representative of over 50 percent of the personnel identified above. It records the affirmation of the Union that it will abide by Section 210 of the Public Employee's Fair Employment Act and the laws of the State of New York in general. This recognition shall extend for the term of the contract as long as the Union remains the authorized representative of over 50 percent of the personnel identified above and as long as the parties mutually agree to continue the terms herein.

This unit includes all competitive civil service Stenographic Secretaries, Principal Typist Clerks, Principal Account Clerks, Principal Clerks, Principal Library Clerk, Senior Account Clerks, Senior Stenographers, Senior Personnel Clerks, Personnel Clerks, Account Clerks, Senior Typist Clerks, Senior Library Clerks, Stenographers, Typist Clerks, Telephone Operators, Clerks, Telephone Library Clerks (N.T.), Senior Duplicating Machine Operator, Duplicating Machine Operator and Duplicating Machine Operator Aide, but excluded from this unit shall be the Confidential Stenographic Secretaries assigned to the offices of the Superintendent of Schools, Assistant Superintendent for Business, Assistant Superintendent for Curriculum and Instruction, and Assistant Superintendent of Human Resources and Student Services and the position of Principal Account Clerk assigned to the office of the Assistant Superintendent for Business. If any of these managerial positions are eliminated, the Stenographic Secretaries would no longer be confidential pursuant to the Taylor Law, and those Stenographic Secretaries' positions will return to the unit.

## Section II: Principles

A. Attaining Objectives: Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the District and the Union. Free and open exchange of views is desirable and necessary.

B. Responsibility: Secretarial personnel are responsible for maintaining high standards of competence. The Union shares with the District and the Superintendent of Schools responsibility for the awareness of the total educational needs of the community, and it shares with other school employee Unions the responsibility to assist in developing policies and programs designed to improve school operation. Continued success of the educational program in the community depends upon staff effectiveness, which in turn depends upon satisfactory terms and conditions of employment.

C. Role of the Superintendent: The Superintendent of Schools is the Executive Officer of the Board, the Chief Administrator of the District and the leader of the staff. The functions of the Superintendent may be delegated to members of the administrative and supervisory staff to assist him/her in the development of sound policies and practices. All employees are encouraged to cooperate with her/his office in efforts to study, develop and improve the school operation.

D. Individual Freedom: Individual staff members may join or refrain from joining any employee organization of their own choosing. Membership shall not be a prerequisite for employment or continuation of employment of any employee.

E. Rights of Minorities and Individuals: The legal rights inherent in New York State Law and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by these procedures.

## Section III. Areas for Negotiation

Representatives of the District and the Union shall meet to reach mutually satisfactory agreements on matters related to terms and conditions of employment, pursuant to the Public Employees' Fair Employment Act.

## Section IV. Negotiation Procedures

A. Representatives: The District and the Union shall designate representatives to comprise their respective negotiating teams. One of the District's representatives shall be the Superintendent or the Superintendent's designee. The Union's representatives shall be members of the negotiating unit or other persons designated by the Union. These teams will meet for the purpose of discussing and reaching mutually satisfactory agreements.

B. Requests and Meetings: Upon written request of either party, a meeting shall take place on a mutually established date on or before the January 15, prior to the expiration of the contract. Issues proposed for negotiation by the parties shall be submitted in writing at this first meeting. By the second meeting, all proposals shall be presented. No additional proposals may be presented by either party subsequent to the second meeting, unless by mutual consent. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by the parties.

C. Conducting Negotiations: The negotiating teams will continue to meet for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters, and to continue meeting until an understanding is reached on the issue(s) or until an impasse is reached. Meetings shall be limited to three (3) hours and shall be held at a time other than regular school hours unless the parties mutually agree upon other arrangements.

D. Information: Both parties shall furnish each other, upon reasonable request, data and information in their possession which are pertinent to the issue(s) under consideration.

E. Consultants: The parties may call upon consultants to assist in preparing for negotiations and to advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them. Notice of the intention to include such consultants at a meeting should be given in advance to all parties concerned.

F. Reports: The parties agree that, during the period of negotiations and prior to reaching either an agreement or an impasse, reports of the proceedings of the negotiations shall not be released to the public news media unless such release has the prior approval of both parties.

G. Study and Research: Either party may appoint subcommittees to study, research, and develop projects, programs, reports, and to make recommendations on matters under consideration. The cost of such subcommittees shall be borne by the party initiating the study. Joint committees may be formed by mutual consent. The cost of joint committees shall be shared equally by the parties involved.

H. Grievances: Grievances shall not interrupt or delay the process of negotiations but shall follow the Grievance and Arbitration procedure outlined in Article I of this document.

I. Agreements: Negotiated agreements shall be submitted to the District and the Union for approval in written form, and must be signed by both parties, and then incorporated in the Staff Handbook of Administrative Regulations.



Section V. Resolving Differences

In case of disagreement about the meaning or application of these procedures or in the event an agreement is not reached by negotiation after full consideration of proposals and counterproposals, either party may request the State Public Employment Relations Board to assist the parties to reach agreement in accordance with Article 14, Section 209 of the Public Employees' Fair Employment Act.

**ARTICLE II  
GRIEVANCE AND ARBITRATION PROCEDURES**

A. The Union upon written notice, may submit a grievance for resolution in accordance with the procedure set forth herein below. No grievance will be entertained and such grievance will be deemed waived unless it is submitted within forty-five (45) school days following the occurrence giving rise to the grievance or forty-five (45) school days after a clerical employee affected by such occurrence knew or should have known of the occurrence upon which the grievance is based. In the latter case, the burden shall be on the grievant to prove why the occurrence giving rise to the grievance was not known or could not have been known by a clerical employee affected within forty-five (45) school days of the occurrence giving rise to the grievance. For the purpose of this agreement, a grievance shall be defined as, and limited to a specific complaint concerning the meaning, interpretation or application of a specific provision or provisions of this agreement. All grievances shall be in writing, shall include a concise statement of the nature of the complaint, and the position of the grieving party with respect thereto. Such grievances shall be resolved as follows:

Step 1: The grievance shall be presented to the Building Principal or appropriate administrator or supervisor of the clerical employee concerned therewith. Such Principal, administrator or supervisor, as the case may be, shall then meet and confer with the designated Union representative and such clerical employee within ten (10) school days. In the event the grievance is not resolved within ten (10) school days following the meeting, it may be submitted in writing by the Union to the Superintendent of Schools within fourteen (14) school days after such meeting.

Step 2: The Superintendent of Schools or his/her designated representative shall meet and confer with the President of the Union or his or her designated representative within twelve (12) school days. In the event the grievance is not resolved within fourteen (14) school days following the meeting, it thereafter may be submitted in writing by the Union to arbitration in accordance with Step 3 within twenty-eight (28) school days after the meeting.

Step 3: An impartial arbitrator shall be selected in accordance with paragraph E hereof. The arbitrator so selected shall hear the matter as promptly as possible and issue

his/her award within fourteen (14) days after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the grounds of illegality or on any other ground or grounds permitted by law. The cost and expense of the arbitration shall be divided equally between the District and the Union.

B. It is understood and agreed that the arbitrator shall not have the authority to add to, modify or change any of the express provisions of the agreement, or make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this agreement.

C. Nothing herein contained shall be construed as limiting the right of any individual clerical employee to discuss informally any matter relating to terms and conditions of employment with any appropriate supervisor or administrator, provided no action is taken inconsistent with the terms of this agreement.

D. Where practical and appropriate, the arbitrator shall apply the rules of evidence. Either party may retain a certified court stenographer to record the arbitration hearing. The cost of such stenographer shall be borne solely by the party requesting such service. If a party orders the transcript, such party shall provide a copy thereof to the other party and shall be solely responsible for the cost of the copies of the transcript.

E. Arbitrators will be selected on a rotating basis from the following persons:

(1) Roger Maher      (2) Bonnie Weinstock      (3) Rosemary Townley

Upon the Union President's written confirmation of the non-availability of each arbitrator, an arbitrator shall be selected in accordance with the rules and procedures and from the panel maintained for School District arbitration of the American Arbitration Association.

F. No reprisals of any kind will be taken by either party against any employee by reason of his/her participation in the administration of a grievance.

### **ARTICLE III SALARIES**

Section I. The salary schedule for the members of the unit for 2009-10, 2010-11 and 2011-12 school years is attached hereto as Appendix B.

- Section II. The salary schedule for the members of the unit for 2009-10 shall be increased by 2.0% effective July 1, 2009.
- Section III. The salary schedule for the members of the unit for 2010-11 shall be increased by 2.0% effective July 1, 2010.
- Section IV. The salary schedule for the members of the unit for 2011-2012 shall be increased by 3.5% effective July 1, 2011.
- Section V. The members of the Unit shall receive longevity step increases in accordance with the Salary Schedule set forth in the Agreement. Longevity Steps shall be Steps 20, 25 and 30.
- Section VI. The annual salary rate of each 10 month unit member shall be calculated based upon 87% of the applicable 12 month annual salary rate. The annual salary of part-time salaried 10 and 12 month employees shall be prorated based upon the regular 35 hour week salary for the title.
- Section VII. The terms of this article (wage increases to schedule) will expire upon the close of business on June 30, 2012 . It is the intention of the parties that this article shall provide for the percentage increase for the unit members salaries for the three school years covered by this Agreement (2009-2010, 2010-2011 and 2011-2012 ) only. Employees shall continue to receive increments (steps) beyond the expiration, but will not receive general wages increases until agreement is reached in a successor contract.
- Section VIII. The granting of prior service credit is at the discretion of the Superintendent of Schools.
- Section IX. All increases are automatic. However, the Board of Education may, upon the recommendation of the Superintendent of Schools, and, after, affording the staff member an opportunity to appear before the Board and be heard, withhold one or more further increases from the staff member.
- Section X. Overtime will be paid at time and a half of the staff members' regular rate of pay after thirty. five (35) hours in a work week. (During July and August, after thirty (30) hours.)
- Section XI. Each year of the negotiated agreement the amount of four hundred twenty-five dollars (\$425.00) will be added to the salary of those unit members identified in Appendix A, in consideration of their prior work experience.

- Section XII. Persons hired before January 1st will be moved to the next step on the salary schedule as of July 1st of the following school year. (e.g. member hired on Nov. 15, 2009 will be moved up July 1, 2010 ). Anyone hired between January 1st and June 30th will move to the next step on July 1<sup>st</sup> following the next full school year. (e.g. Member hired on March 1, 2010 will be moved up one step on July 1, 2011 ). All persons employed at a half step, as of July 1, 2005, shall be moved to the next higher step. For example, an employee currently at step 15.5 shall be recorded as at Step 16.
- Section XIII. After a member performs work of a higher title for 21 consecutive calendar days as coverage for an absent secretarial unit employee or in a vacant position that is at a higher salary level, the member shall be compensated at his or her current step at the higher category rate of pay retroactive to the first day of appointment to such position..
- Section XIV. Members of the Union will be compensated for extra assignments pertaining to supervision/chaperoning and translation, where first preference is given to members of the Hewlett-Woodmere Faculty Association ("HWFA"). The rate of compensation for the 2010-11 school year for supervision/chaperoning shall be 41.00 per hour, and for translation it shall be \$82.00 per hour, which are the same rates received by members of HWFA. The rate of compensation shall be adjusted annually to reflect the same percentage increase provided to members of HWFA.

#### **ARTICLE IV NEW YORK STATE HEALTH INSURANCE PROGRAM**

- Section I. Members of the Union may elect to purchase one of the group health plans offered on an individual or family basis under the State program, or its equivalent, and pursuant to its terms and conditions.
- Section II. The District will pay 90% for the Empire Plan Plus Core Enhancements or its equivalent as selected by the employee for the individual and family of each employee.
- Section III. Effective July 1, 2009, all unit members shall pay fifteen (15%) percent per year toward the annual cost of their individual or family Empire Plan premium. Effective July 1, 2010, the premium contribution shall be increased to sixteen (16%) percent per year. Effective July 1, 2011, the premium contribution shall be increased to eighteen (18%) percent per year. In the event that a current unit member is excessed and thereafter recalled to their position in accordance with the provisions of law, they shall continue to receive paid health insurance at the prevailing contribution rate..

Section IV. All staff members selecting the HIP option will have a like amount paid toward their premiums but any additional costs of this option will be paid for by the employee.

Section V. All full-time ten (10) and twelve (12) month unit members shall have the option to withdraw from participation in the health insurance plan. Effective July 1, 2009, they shall receive a payment (as additional, not base, salary) of \$2,000 for each year such option is exercised, respecting individual coverage or \$4,000 for family coverage. Effective July 1, 2010, the payment shall increase to \$3,000 for individual coverage and \$6,000 for family coverage. The foregoing increase is contingent upon at least two (2) more unit members electing to waive insurance coverage above the number of unit members who waived such coverage for the 2009-10 school year.

Eligibility for such payment based on the premium for family coverage shall be limited to those persons in the unit who have been or will be enrolled in the District's family coverage for a minimum of two consecutive years while in the unit. Those eligible unit members, who have been enrolled in family plan for at least two consecutive years and elect to enroll in an individual plan, will receive a \$2,000 payment if such election was made during the first year of this contract, and a \$3,000 payment if such election was made during the second year of this contract or thereafter, provided the afore-stated contingency of an increase in the number of unit members electing to waive insurance coverage has been met. Such payment shall be consistent with current district waiver practices with respect to the waiver and return of waiver proceeds upon reinstatement during any time for which a waiver has been accepted.

Unit members selecting these options must notify the District in writing no later than June 1st for the school year beginning July 1<sup>st</sup>. Payments shall be made semi annually (fifty percent in December and fifty percent in June) for the school year for which this option is exercised. Unit members who opt out of health insurance coverage under this section shall not be permitted to re-enter the health insurance program for the balance of the school year, except in their final year of service or in cases of emergency, such as death of spouse, divorce, or other loss of health coverage; in such cases, re-entry into the program shall be in accordance with the rules of the health program.

Newly hired unit members appointed by July 1st of each year shall have thirty (30) days from their date of hire to waive health insurance benefits for the next school year.

Section VI. For those unit members hired after July 1, 2010, the vesting period for eligibility for health insurance coverage in retirement shall be ten (10) years.

**ARTICLE V  
DENTAL/VISION/EAP PLAN**

- Section I. The District will provide 100% of the cost for the individual and dependent options of the dental plan subject to the following limitations in accordance with the terms and conditions established by the insurance carrier or the District self-insured plan, provided that the current dental plan or its equivalent is continued for the term of this contract:
- 2009-2010 The limitations on District cost for 2009-2010 shall not exceed 2008-2009 plus 10%.
- 2010-2011 The limitations on District cost for 2010-2011 shall not exceed 2009-2010 plus 10%.
- 2011 - 2012 The limitations on District cost for 2011-2012 shall not exceed 2010-2011 plus 10%.
- Section II. The District may provide dental coverage to unit members through the means of self-insurance, provided that the coverage is substantially the same as that provided immediately prior to self-insurance. The same contractual limits shall apply to this unit as apply to the teachers' unit and the administrators unit.
- Section III. The district shall contribute \$275 annually per unit member to the United Public Service Employees Union Benefit Fund. .
- Section IV. The district may provide a confidential Employee Assistance Program (EAP) at no charge to the members of the Unit.

**ARTICLE VI  
RETIREMENT BENEFITS**

- Section I. The parties agree that the new career plan (herein called Section 75-i) shall remain in effect.
- Section II. The members of the Union who are eligible for retirement during the life of this contract and who actually retire under the conditions of the New York State Employee's Retirement System shall receive a retirement allowance in the final year prior to retirement provided that:
1. The individual is currently serving on the Districts secretarial staff.

2. A letter of resignation stating intention to retire is submitted by the secretary to the Superintendent of Schools by February 1st of the previous school year.

Section III. The members of the Union who retire pursuant to this Article shall receive a one-time allowance of six thousand dollars \$6,000.00.

Section IV. Members of the unit who retire pursuant to this Article shall receive an additional allowance in the amount of ten thousand (\$10,000) dollars, provided they retire between January 1, 2011 through June 30, 2011 and provide at least six (6) months notification to the District in writing of their retirement. This paragraph shall not be effective unless there shall be three actual retirements pursuant to its terms.

#### **ARTICLE VII LIFE INSURANCE**

The members of the Union shall be furnished a twenty-five thousand dollar (\$25,000.00) Term Life Insurance in accordance with the terms and conditions established by the carrier, provided that the current provision for no reduction in coverage for active employees shall be continued.

#### **ARTICLE VIII CREDIT UNION DEDUCTION, DUES DEDUCTION AND AGENCY FEE DEDUCTION**

- A. Credit Union Deduction: The employee shall have the right to have the District make credit union deductions as follows:
  1. The District will deduct from an employee's salary a sum of money designated by the employee and forward the same forthwith to the Nassau Educators' Federal Credit Union.
  2. The employee may change the deduction amount at any time during the year (July 1-June 30).
  3. The amount to be deducted from each paycheck shall be in whole dollar amounts. Employees can stop the deduction at any time during the school year and will be permitted to make changes at any time during the school year (July 1 - June 30).
  4. The District will provide one check to the Credit Union for the total amount deducted from all employees' salaries along with a list of the names and dollar amounts for each employee.

B. Dues Deduction:

1. The District will deduct from the salaries of its unit members dues for the UPSEU , as unit members individually and voluntarily authorize the District to deduct, and will transmit the monies promptly to the UPSEU Hewlett-Woodmere Secretaries Unit to accomplish this purpose.
2. The Union named in Section B-1 above shall certify to the District in writing the current rate of its membership dues, at the time that the membership dues deduction list is provided to the Superintendent's office.
3. Deductions referred to in Section B-1 above shall be deducted from each paycheck.
4. The District shall, following each pay period transmit to the UPSEU Hewlett-Woodmere Secretaries' Unit the dues deducted.

C. Agency Fee Deduction:

1. Every current member of the bargaining unit who is not a member of the UPSEU Hewlett Woodmere Secretaries' Unit shall, by the next paycheck after the signing of this contract, pay to the Union an agency fee. Such fee shall be equal to 100% of the membership dues of the Union and shall be paid by deduction from each paycheck.
2. Indemnity - The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.
3. Participation in Legal Action - The Union will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Union by attorneys of its choosing and/or direct participation by said Union will be deemed as fulfilling the conditions of this paragraph.

D. Tax Shelter Annuity:

1. Upon employment, members will be eligible to participate in the District's 403-b program.

E. Excess Major Medical Benefits:

Unit members may purchase, at their own expense the excess major medical benefit plan through payroll deductions.



F. UPSEU Voluntary Benefits:

The District shall allow unit members to purchase UPSEU voluntary benefits at their own expense through payroll deductions.

**ARTICLE IX  
ABSENCE and PERSONAL DAYS**

Section I. Unlimited absence with pay will be allowed for personal illness of members in the employ of the District one year or more. During the first year of employment in the District, absence with pay will be allowed for personal illness at the rate of one day for each month of service. For absences of five consecutive days or more a doctor's certificate may be required upon request of the Superintendent of Schools. An absence extending beyond three months will be reviewed by the Superintendent of Schools and the Board of Education and dealt with individually.

Unlimited absences with pay shall be provided for personal illness of unit members hired after August 1, 2005, who have been in the employ of the District for three (3) years or more. During the first three (3) years of their employment, those unit members shall accrue sick days at the rate of one day per month to a maximum of 12 days per year for 12 month employees and 10 days per year for 10 month employees. Sick days may be accumulated to a maximum of 36 days for 12 month employees and 30 days for 10 month employees until the earlier of the following: Three years of full-time employment or three years of full time-equivalent employment for part-time unit members. (E.g. 10 months of half time employment for 10 month employee shall be equal to one half year.)

Section II. Five days of absence with pay will be allowed for each critical illness or death in the immediate family. Immediate family includes the member's spouse, children, step children, parents, grandparents, grandchildren, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and others identified by member as members of his or her household. Critical illness means illness which the attending physician considers sufficiently serious to require the member's presence at the bedside. -

Section III. Absence with pay may be allowed by the Superintendent of Schools for approved trips to conferences or for matters involving school business. The advance approval of the Superintendent will be required.

- Section IV. Substitute will be employed during a member's absence if need for such action is determined by her/his immediate supervisor
- Section V. The Employee Absence Report form shall be completed for all absences of any duration.
- Section VI. Each Unit employee shall be entitled to two (2) paid Unspecified Personal Days annually.

**ARTICLE X  
VACATION**

- Section I. The members hired prior to July 1, 1984 shall be entitled to a one month vacation with pay during July or August after one full year of service.
- Section II. The members hired after July 1, 1984 but prior to June 30, 1998, shall receive two weeks vacation after one full year of service; three weeks after three years of service and four weeks after five years of service.
- Section III. The members who have less than one full year of service shall be entitled to a vacation period computed at the rate of 1/12 of the full vacation period for each month of service. The vacation period for each member so entitled shall be equal to the greater number of working days in either July or August. The members hired on or after July 1, 1998 in 12 month annual positions shall have their vacation days calculated as follows:

| <u>After Years of Service</u> | <u>Vacation Days</u> |
|-------------------------------|----------------------|
| 1-4                           | 10 days              |
| 5-9                           | 15 days              |
| 10 or more                    | 20 days              |

- Section IV. The members of the secretarial and clerical staff will not be on duty on scheduled school holidays from the first day of school in September until the closing day of school in June.
- Section V. Upon leaving the Districts employment, a unit member shall be compensated for the value of his or her unused earned vacation days at the member's then current daily rate of pay on the condition that he or she gives the district a minimum of two weeks written notice. The notice requirement shall be waived in the event of death, disability or other extenuating circumstances which are determined by the Assistant Superintendent for Human Resources and Student Services to be beyond the employee's control and which required the employee to leave with less than two weeks written notice.

Section VI Vacation must be taken during July and August, except that unit members may carry over five (5) unused days to be used no later than June 30<sup>th</sup> of that school year. Carry over of more than five (5) vacation days requires the prior permission of the Assistant Superintendent for Human Resources and Student Services.

**ARTICLE XI  
LEAVES OF ABSENCE**

Section I. **Maternity/Paternity/Child Care Leaves**

After one year of service a unit member may request a maternity/paternity/child care leave without pay and without loss of position or classification for a period of one year. Such leave may be extended for an additional year upon request of the member and approval of Board of Education and the Civil Service Commission. A pregnant unit member shall not be required to withdraw from service or commence maternity leave as long as she is physically able to effectively perform her duties. A unit member who adopts a child shall be considered for an unpaid leave of absence on the same basis as any other unit member for the care of the child who is below school age. A unit member may continue her health insurance coverage while on leave by paying the full amount of the premium.

Section II. After one full year of service, a unit member may request a leave of absence without pay and without loss of position or classification for a period of up to one year. Such leaves shall be granted where there are personal situations which involve the unit member. While on leave, the unit member may continue her health insurance by paying the full cost of coverage. An extension of a leave of absence for an additional year may be granted upon request.

Section III The term of the leaves of absence in Sections 1 and 2 are mutually exclusive.

**ARTICLE XII  
JOB STATUS**

Section I. Any member of the Unit who receives a promotion shall be moved laterally to the Step they currently occupy on their new salary column.

For example: A stenographer, currently at Step 8 on Column 6, who receives a promotion to senior stenographer will be moved to Step 8 on Column 5.

Section II. New members will receive full salary following Board of Education approval based on date of employment.

- Section III. Positions covered by this agreement which are in the competitive class (those which require passage of a competitive examination) shall only be filled by candidates who have passed the appropriate competitive examination. Provisional appointments may be made until such time an examination is given and passed in accordance with Civil Service Rules and Regulations.

**ARTICLE XIII  
SECRETARIAL RIGHTS**

- Section I. The District must notify any permanent secretary of the discontinuance of her/his position at least thirty (30) days prior to such discontinuance.
- Section II. A. The unit members are encouraged to submit their requests for transfer in writing at any time to the Superintendent's office with a copy to their present supervisor.
- B. The District shall post all known vacancies of non-temporary full time unit positions.
- C. In the selection of an applicant for appointment to a non-temporary full time unit position, favorable consideration will be accorded to an applicant who is a member of the unit provided that the Superintendent's recommendation for appointment and the Board of Education's action thereon shall be solely within their respective discretion and not subject to review by grievance.
- Section III. All unit members shall be evaluated annually according to the agreed upon evaluation form and procedures.

**ARTICLE XIV  
UNION RIGHTS**

- Section I. The Superintendent of Schools shall inform the Union of any contemplated change in Secretarial Unit positions before a final decision is made.
- Section II. The Union may designate representatives who shall have the opportunity to discuss with the Superintendent of Schools of his/her designee any contemplated changes in Secretarial Unit positions prior to the implementation of such changes.
- Section III. The District shall excuse two designated representatives of the Union for up to four (4) days each per fiscal year to attend conventions, seminars, workshops, educational conferences, etc.

Two of said four days shall be with pay. Employees will be allowed to choose:

1. Time to be removed from vacation allotment.
2. Time to be replaced by the employee by overtime.
3. Time to be docked from employee's salary.
4. Employee to reimburse District for day's salary

**ARTICLE XV  
SCHOOL CALENDAR**

The Union will be represented on the School Calendar Committee and notified of all school calendar meetings.

**ARTICLE XVI  
WORK WEEK**

- Section I. The work week during the regular school year shall consist of 35 hours.
- Section II. The work week during the period of July 1 through August 31 shall consist of 30 hours.
- Section III. Each full time secretarial utility member is entitled to a one (1) hour lunch break, and a twenty (20) minute break. The latter break may be divided into two breaks only with the supervisor's prior approval. Part-time secretarial employees scheduled to work five hours or more per day, shall be entitled to a 30 minute lunch break and a ten minute break.

**ARTICLE XVII  
DISTRICT POLICIES AND REGULATIONS**

- Section IV. The Policies and Regulations not replaced by this agreement shall remain in full force and effect during the life of this agreement. If any Policy or Regulation is inconsistent with the terms of this agreement this agreement shall control.

**ARTICLE XVIII -  
AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND  
EMPLOYEE ORGANIZATIONS**

IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 204A OF THE TAYLOR LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XIX  
DURATION**

This Agreement shall be effective as of July 1, 2009 and continue in effect until June 30, 2012.

Hewlett-Woodmere  
Union Free School District

United Public Service Employees Union

By: Joyce M. Bisso  
Dr. Joyce M. Bisso, Superintendent

By: [Signature]  
Kevin E. Boyle, Jr., President

By: Kathy Martilotti  
Kathy Martilotti, President

## **APPENDIX A**

### **Appendix A**

#### **Prior Work Experience List**

1. Alice Frederico
2. Virginia Keller
3. Diane Mangieri
4. Kathleen Martillotti

**APPENDIX "B"**  
**HEWLETT-WOODBURY PUBLIC SCHOOLS**

**CLERICAL SALARY GUIDE 2009-2010**  
**(EFFECTIVE 7/1/09 - 6/30/10)**

| STEP      | 1  | 2      | 4       | 6  | 8      | 7      | 8      |
|-----------|--|--------|---------|--|--------|--------|--------|
| 2         | 43,658   | 42,918 | 38,318  | 34,406   | 32,843 | 28,841 | 27,637 |
| 4         | 44,848   | 44,429 | 38,816  | 38,880   | 34,122 | 30,118 | 28,887 |
| 5         | 48,488   | 48,420 | 38,348  | 37,139   | 38,785 | 31,760 | 30,438 |
| 9         | 48,548   | 48,896 | 40,316  | 38,394   | 37,840 | 33,820 | 32,412 |
| 7         | 60,791   | 60,802 | 42,553  | 41,842   | 40,087 | 38,076 | 34,572 |
| 8         | 53,100   | 52,888 | 44,862  | 43,845   | 42,382 | 38,386 | 38,784 |
| 8         | 68,408   | 68,224 | 47,178  | 48,254   | 44,712 | 40,702 | 39,083 |
| 10        | 67,741   | 67,428 | 49,488  | 48,582   | 47,040 | 43,021 | 41,226 |
| 11        | 68,061   | 69,828 | 51,825  | 50,918   | 49,381 | 45,340 | 43,458 |
| 12        | 62,387   | 61,842 | 64,142  | 53,234   | 61,668 | 47,853 | 46,889 |
| 13        | 64,897   | 64,042 | 68,452  | 68,641   | 63,980 | 49,971 | 47,889 |
| 14        | 67,018   | 68,284 | 68,782  | 67,889   | 68,308 | 52,384 | 50,121 |
| 15        | 74,873   | 69,760 | 62,137  | 61,199   | 59,889 | 65,587 | 53,188 |
| LONGEVITY |  |        |         |  |        |        |        |
| 20        | 72,270   | 71,450 | 63,761  | 62,802   | 61,184 | 57,056 | 54,715 |
| 25        | 73,181   | 72,360 | 64,860  | 63,713   | 62,189 | 57,987 | 55,828 |
| 30        | 74,089   | 73,269 | 65,871  | 64,823   | 63,013 | 58,878 | 56,636 |
| LEVELS:   |  |        | LEVELS: |  |        |        |        |
| 1         | SECRETARY to SUPERINTENDENT,<br>SYSTEMS CONTROL CLERK,<br>PRINCIPAL ACCOUNT CLERK<br>& PRINCIPAL CLERK |        | 6       | SR STENOGRAPHER, ACCOUNT CLERK,<br>PERSONNEL CLERK, PRINCIPAL LIBRARY CLERK  |        |        |        |
| 2         | STENOGRAPHIC SECRETARY &<br>PRINCIPAL TYPIST CLERK   |        | 6       | SR DUPLICATING MACHINE OPERATOR<br>SR TYPIST CLERK, SR LIBRARY CLERK,<br>STENOGRAPHER & DUPLICATING MACHINE OPERATOR |        |        |        |
| 4         | SR ACCOUNT CLERK &<br>SR PERSONNEL CLERK   |        | 7       | TYPIST CLERK, TELEPHONE OPERATOR,<br>DUPLICATING MACHINE OPERATOR AIDE,<br>SR CLERK & PHOTO MACHINE OPERATOR         |        |        |        |
|           |  |        | 8       | CLERK & SR LIBRARY CLERK (N.T.)  |        |        |        |



**APPENDIX "B"**  
**NEWLETT-WOODMERE PUBLIC SCHOOLS**

**CLERICAL SALARY GUIDE 2010-2011**  
**(EFFECTIVE 7/1/10 - 6/30/11)**

| STEP      | 1  | 2      | 4       | 5   | 6      | 7      | 8      |
|-----------|--|--------|---------|---|--------|--------|--------|
| 3         | 44,429   | 43,778 | 36,824  | 35,084  | 33,500 | 28,415 | 28,190 |
| 4         | 45,745   | 45,318 | 37,347  | 38,404  | 34,804 | 30,718 | 28,444 |
| 5         | 47,420   | 47,348 | 38,011  | 38,088  | 38,501 | 32,886 | 31,047 |
| 6         | 49,520   | 49,568 | 41,122  | 40,182  | 38,697 | 34,498 | 33,080 |
| 7         | 51,887   | 51,818 | 43,404  | 42,475  | 40,889 | 35,788 | 35,263 |
| 8         | 54,182   | 54,058 | 45,759  | 44,824  | 43,240 | 38,153 | 37,528 |
| 9         | 56,517   | 56,329 | 48,118  | 47,179  | 45,606 | 41,516 | 39,783 |
| 10        | 58,886   | 58,677 | 50,489  | 49,554  | 47,981 | 43,881 | 42,051 |
| 11        | 61,282   | 60,821 | 52,862  | 51,938  | 50,338 | 46,247 | 44,324 |
| 12        | 63,635   | 63,078 | 55,226  | 54,298  | 52,701 | 48,608 | 46,582 |
| 13        | 65,991   | 65,323 | 57,581  | 56,652  | 55,070 | 50,970 | 48,847 |
| 14        | 68,358   | 67,589 | 59,958  | 58,026  | 57,434 | 53,350 | 51,123 |
| 15        | 71,984   | 71,156 | 63,380  | 62,423  | 60,795 | 56,617 | 54,262 |
| LONGEVITY |  |        |         |   |        |        |        |
| 20        | 73,716   | 72,879 | 65,026  | 64,058  | 62,418 | 58,197 | 55,908 |
| 25        | 74,646   | 73,807 | 66,963  | 64,987  | 63,345 | 59,128 | 56,738 |
| 30        | 76,571   | 74,734 | 68,882  | 66,915  | 64,273 | 60,054 | 57,667 |
| LEVELS:   |  |        | LEVELS: |   |        |        |        |
| 1         | SECRETARY to SUPERINTENDENT,<br>SYSTEMS CONTROL CLERK,<br>PRINCIPAL ACCOUNT CLERK<br>& PRINCIPAL CLERK |        | 5       | SR STENOGRAPHER, ACCOUNT CLERK,<br>PERSONNEL CLERK, PRINCIPAL LIBRARY CLERK   |        |        |        |
| 2         | STENOGRAPHIC SECRETARY &<br>PRINCIPAL TYPIST CLERK   |        | 6       | SR. DUPLICATING MACHINE OPERATOR<br>SR TYPIST CLERK, SR LIBRARY CLERK,<br>STENOGRAPHER & DUPLICATING MACHINE OPERATOR |        |        |        |
| 4         | SR ACCOUNT CLERK &<br>SR PERSONNEL CLERK   |        | 7       | TYPIST CLERK, TELEPHONE OPERATOR,<br>DUPLICATING MACHINE OPERATOR AIDE,<br>SR CLERK & PHOTO MACHINE OPERATOR          |        |        |        |
|           |  |        | 8       | CLERK & SR LIBRARY CLERK (N.T.)   |        |        |        |

**APPENDIX "B"**  
**HEWLETT-WOODMERE PUBLIC SCHOOLS**

**CLERICAL SALARY GUIDE 2011-2012**  
**(EFFECTIVE 7/1/11 - 6/30/12)**

| STEP      | 1  | 2      | 4       | 5  | 6      | 7      | 8      |
|-----------|--|--------|---------|--|--------|--------|--------|
| 3         | 45,904   | 45,308 | 37,288  | 36,322   | 34,673 | 30,448 | 29,177 |
| 4         | 47,348   | 46,904 | 38,664  | 37,678   | 36,022 | 31,783 | 30,475 |
| 5         | 49,080   | 48,008 | 40,376  | 39,418   | 37,779 | 33,528 | 32,134 |
| 6         | 51,253   | 51,383 | 42,681  | 41,689   | 39,949 | 35,703 | 34,217 |
| 7         | 53,620   | 53,632 | 44,823  | 43,982   | 42,320 | 38,086 | 36,487 |
| 8         | 56,067   | 55,860 | 47,381  | 46,383   | 44,753 | 40,623 | 38,833 |
| 9         | 58,496   | 58,289 | 49,803  | 48,630   | 47,202 | 42,969 | 41,175 |
| 10        | 60,957   | 60,627 | 52,256  | 51,268   | 48,660 | 45,417 | 43,523 |
| 11        | 63,406   | 62,980 | 54,712  | 53,764   | 52,100 | 47,866 | 45,875 |
| 12        | 65,882   | 65,287 | 57,159  | 56,199   | 54,548 | 50,307 | 48,212 |
| 13        | 68,381   | 67,609 | 59,598  | 58,636   | 56,981 | 52,754 | 50,567 |
| 14        | 70,761   | 69,989 | 62,067  | 61,092   | 59,444 | 55,217 | 52,912 |
| 16        | 74,603   | 73,845 | 65,598  | 64,608   | 62,823 | 58,689 | 56,151 |
| LONGEVITY |  |        |         |  |        |        |        |
| 20        | 78,296   | 76,430 | 67,302  | 66,308   | 64,803 | 60,234 | 57,782 |
| 25        | 77,258   | 76,390 | 66,281  | 67,262   | 66,662 | 61,195 | 58,726 |
| 30        | 79,216   | 77,350 | 69,223  | 68,222   | 68,523 | 62,186 | 59,686 |
| LEVELS:   |  |        | LEVELS: |  |        |        |        |
| 1         | SECRETARY to SUPERINTENDENT,<br>SYSTEMS CONTROL CLERK,<br>PRINCIPAL ACCOUNT CLERK<br>& PRINCIPAL CLERK |        | 5       | SR STENOGRAPHER, ACCOUNT CLERK,<br>PERSONNEL CLERK, PRINCIPAL LIBRARY CLERK<br>SR DUPLICATING MACHINE OPERATOR |        |        |        |
| 2         | STENOGRAPHIC SECRETARY &<br>PRINCIPAL TYPIST CLERK   |        | 6       | SR TYPIST CLERK, SR LIBRARY CLERK,<br>STENOGRAPHER & DUPLICATING MACHINE OPERATOR                              |        |        |        |
| 4         | SR ACCOUNT CLERK &<br>SR PERSONNEL CLERK   |        | 7       | TYPIST CLERK, TELEPHONE OPERATOR,<br>DUPLICATING MACHINE OPERATOR AIDE,<br>SR CLERK & PHOTO MACHINE OPERATOR   |        |        |        |
|           |  |        | 8       | CLERK & SR LIBRARY CLERK (N.T.)  |        |        |        |

## Appendix C

### SECRETARIES' UNION ABSENCES

**Reporting Procedures:** Any person absent from school must notify the district according to the district's procedure for notification. Unit members who are assigned to more than one building must complete an absence report form for each building.

**Personal Illness:** A doctor's certificate may be required for absences of five consecutive school days or more.

- A. For unit members who have completed one full year of full-time employment, unlimited absence with pay will be allowed for personal illness. Absences extending beyond 3 months will be reviewed by the Superintendent and Board of Education and dealt with individually.
- B. For unit members who have worked less than one full year, (those unit members not included in section A. above), sick leave shall be credited at the commencement of employment at the rate of one day per month on a prorated basis to a maximum of 12 days per year. These days will accumulate until the conditions of section A. above are met.

#### **Childbirth**

A unit member who has given birth: Absence with pay will be allowed until mother is medically able to return to work, usually 6 weeks (8 weeks in the case of caesarean). A unit member who has given birth and has worked less than one full year: Absence with pay will be allowed for the maximum number of accumulated sick days in bank, plus 5 additional days.

Father: Five days absence with pay is allowed for birth of a child.

**Adoption:** Five days absence with pay will be allowed for adoption of a child for all unit members.

**Critical Illness or Death in the Immediate Family:** Five days absence with pay is allowed for each critical illness or death in the immediate family.

- A. **Critical Illness** means illness which attending physician considers sufficiently serious to require the unit member's presence at the bedside.
- B. **Immediate family** includes the unit member's spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law and others identified by the unit member as members of his/her household.

**Personal and Family Responsibilities:** One day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible must be given.

**Emergency Situations or Excusing Circumstances which prevent attendance:** One day or part of a day with pay will be granted for each incidence. This category includes children's emergency, automotive theft, accident, or non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

Excusing Circumstances may occur when more days are being requested than are generally allowable for the absence.

**Unspecified Personal Days** (maximum 2 per year will be allowed with pay), may include such reasons as attending graduation or wedding ceremonies (other than immediate family), religious ceremonies or any other unspecified reason. Reasons need not be stated nor included on the absence form. Advance notice, whenever possible, shall be given.

The Superintendent, for excusing circumstances, may allow additional days of absence with or without pay.

Revised Regulation 4151, revised February 2003

Appendix C

HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT  
SECRETARIES' UNION ABSENCE REPORT

NAME(print) \_\_\_\_\_ LOCATION \_\_\_\_\_  
DATE(S) OR PERIODS OF ABSENCE \_\_\_\_\_

**DIRECTIONS:** (see back of form for additional information) Check the appropriate reason for absence and submit this form to the building principal/supervisor within 24 hours of receipt of this form. When reason for absence involves a matter of extreme confidentiality, please contact the Director of Human Resources.

**I. Personal Illness** (Accrued at a rate of 12 days per year for clerical employees with less than one year of service. After one year, unlimited absence with pay, to be reviewed after 3 months. Note from doctor for absences for 5 consecutive school days may be required.)

II.  Childbirth  Adoption  
Date of baby's birth/adoption \_\_\_\_\_ (Attach documentation)

III. **Personal and Family Responsibilities (up to 5 days absence with pay for each incident):**

Critical illness in the immediate family \_\_\_\_\_ (relationship)  
 Death in the immediate family \_\_\_\_\_ (relationship)

IV. **Personal and Family Responsibilities (1 day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible, must be given):**

- Take self \_\_\_\_\_ or \_\_\_\_\_ (state relationship) in immediate family for medical appointment or to or from hospital, not possible except during school time
- Care for immediate family member \_\_\_\_\_ (state relationship) who is sick, where absence of unit member for such purpose is required
- Attendance at funeral of \_\_\_\_\_ aunt, uncle, sister-in-law, brother-in-law (state relationship)
- Birth of a grandchild
- Wedding ceremony for immediate family member
- Legal proceeding/court appearance
- Moving to new home
- Conference, official meeting, or registration at child's school
- Driving examination for license for employee
- Attend graduation ceremony of \_\_\_\_\_ (state relationship) self, spouse, parents, children or grandchildren
- Attend awards ceremony for self or immediate family member \_\_\_\_\_ (state relationship)
- Other, state reason (must be approved by Assistant Superintendent for Human Resources/Student Services)

V. **Emergency Situations or Extenuating Circumstances which prevent attendance. (1 day or part of a day with pay will be allowed for each incidence). Explanation required. This category includes such things as childcare emergency, automotive theft, accident, non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.**  
Explanation: \_\_\_\_\_

VI. **Jury Duty** (attach summons or court documentation)

VII. **Unspecified Personal Day** (maximum 2 per year will be allowed with pay, not to be used to extend a scheduled vacation. Advance notice, whenever possible, shall be given. The Superintendent, for extenuating circumstances, may allow additional days of absence with or without pay.

Unit Member's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised 7/16/03

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