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#### Contract Database Metadata Elements

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Hicksville Ufsd And Hicksville  
Secretaries Assn

SD / SEC

**AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE HICKSVILLE PUBLIC**  
**SCHOOLS**  
**AND THE**  
**HICKSVILLE SECRETARIES ASSOCIATION**

**JULY 1, 2001 – JUNE 30, 2005**

**RECEIVED**

**DEC 22 2003**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**CLERICAL EMPLOYEES CONTRACT**  
**2001-2005**

AGREEMENT between the BOARD OF EDUCATION, Hicksville Public Schools, Town of Oyster Bay, Nassau County, New York, hereinafter referred to as the "BOARD" having its principal office at the Administration Building, Division Avenue, Hicksville, New York: and the

HICKSVILLE SECRETARIES ASSOCIATION, NEA/N.Y., an association of Hicksville clerical employees, hereinafter referred to as "ASSOCIATION", having its principal office at 79 Old Country Road, Hicksville, New York, 11801.

**WITNESSETH:**

WHEREAS, the parties hereto have duly negotiated the terms and conditions of employment of the hereinafter described public employees within the Hicksville School System, for the 2001-2005 school years, and desire to duly incorporate the said terms and conditions in a formal agreement all in accordance with Law, and

WHEREAS, a Memorandum of Agreement has heretofore entered into between the parties.

NOW, THEREFORE, the parties hereto, in consideration of the premises and the terms, covenants and conditions herein contained, do hereby AGREE as follows:

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### SALARY SCHEDULES

2001-02	12 Month Schedule
2002-03	12 Month Schedule
2003-04	12 Month Schedule
2004-05	12 Month Schedule

## **ARTICLE I - PRE-CONDITIONARY PROCEDURE**

1. The SUPERINTENDENT of Schools, Hicksville Public Schools, Town of Oyster Bay, Nassau County, New York, as the chief executive officer of said district under the government of the BOARD, pursuant to Section 201 of the Civil Service Law, paragraph 13, shall execute this agreement on its behalf as the public employer, SUBJECT to its formal approval by the BOARD thereafter.
2. The BOARD shall signify its approval of this agreement by appropriate resolution adopted by it and by a certification of such adoption endorsed upon an original copy hereof.

## **ARTICLE II - RECOGNITIONS - REPRESENTATIONS**

1. The BOARD, pursuant to Sections 204 and 207 of the Civil Service Law ("The Public Employees Fair Employment Act"), hereby recognizes the ASSOCIATION as the exclusive representative of the CLERICAL personnel employed by the BOARD.

This recognition, and the acceptance thereof by the ASSOCIATION, are with the acknowledged intention of the parties hereto to fulfill all purposes prescribed in said Section 204; and

THE EXTENSION TO THE ASSOCIATION OF ALL RIGHTS PRESCRIBED IN SECTION 208 TO UNCHALLENGED REPRESENTATION, OF THE DESCRIBED PUBLIC EMPLOYEES.

Community aides employed by the BOARD shall be recognized as members of the ASSOCIATION.

2. The ASSOCIATION agrees, individually and on behalf of its members to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees Fair Employment Act, and as such Section prohibits strikes by public employees.
3. Pursuant to the provision of Section 204-a of the aforescribed Civil Service Law:  

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."
4. The HSA President and three other designated representatives for the purpose of adjusting grievances shall be permitted a reasonable amount of time free from their

regular duties to fulfill these obligations, not to exceed two hours per week as the occasion arises, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee.

The HSA President and three other designated representatives will be granted a reasonable amount of time for the purpose of assisting in the administration of this contract.

### **ARTICLE III - GRIEVANCE**

1. A GRIEVANCE shall be construed as a complaint by one or more employees, of a violation, misapplication or misinterpretation of this agreement, or of the personnel policies of the BOARD. However, it is expressly understood and agreed that a dismissal shall not in of itself constitute a grievance or be the basis thereof.
2. An "aggrieved person" is an employee or employees making a complaint.
3. The aggrieved person shall pursue the Grievance Procedure prescribed in Appendix "A" attached hereto.

### **ARTICLE IV - LIAISON COMMITTEE**

It shall be the policy of the district and of the HSA Clerical Unit to jointly review any potential complaint, or grievance, which may arise, with the goal or objective of resolving differences in advance. Such matters as personnel transfers, evaluations, personal reports, etc., shall be included for consideration.

The parties shall designate up to three members each to this committee, which shall meet on call as required. Either party may request such meeting.

### **ARTICLE V - WORKING CONDITIONS AND HOLIDAYS**

1. Excepting as hereinafter prescribed, the normal work week shall be thirty-five (35) hours of work per week attained on five (5) consecutive days, of eight (8) consecutive hours each, Mondays through Fridays, with one (1) hour off for lunch. The commencement of the work day of the normal work week shall be 8:00 a.m. and its completion 4:00 p.m.

Where the principal, immediate supervisor, or head of office, for the purpose of the more efficient operation of his/her office has prescribed a commencement time earlier than 8:00 a.m. (or later) for clerical personnel under his/her immediate direction, the work day, so far as its completion is concerned, shall be advanced or retracted, based on the prescribed seven (7) hour work period with one (1) hour off for lunch, and the time of completion shall be adjusted accordingly.

2. Commencing with the fourth business day after July 1st, and continuing through the sixth business day prior to August 31 (summer period) the work week shall be thirty (30) hours attained on five (5) consecutive days of seven (7) consecutive hours, Mondays through Fridays, with one (1) hour off for lunch. The commencement of the summer period work day shall begin at the same time as the normal work week day, and its completion one hour earlier.

Employees covered by this Agreement shall have a 15 minute coffee break each morning, and shall be allowed 15 minutes for check cashing on paydays.

3. The assignment of lunch periods shall be made by the immediate supervisor, principal or head of office, with consideration being given to the matter of coverage of the office at all times, time of arrival, services to be rendered.
4. While consideration shall be given to the matter of the continuation of employees in the same location, except as the same may be affected by promotion, nothing herein contained shall preclude the assignment of employees to other locations, offices or buildings within the District.
5. Unless an important situation arises, a secretary is not to be called at home regarding school business.
6. Employees will have the right, upon request, to review the contents of their personnel files except letters of recommendation from persons outside the district. An employee will be entitled to have a representative of the ASSOCIATION accompany him/her during such review.

If material or allegations derogatory to the character or conduct of an employee in service are received by the district, such material shall be reviewed promptly and jointly by representatives of the district and the employee. Said employee shall be entitled to file a rebuttal to any material determined to be placed in his/her file by the Supervisor.

7. Safety - It shall be the duty of all personnel to report all working conditions that are unsafe from unnecessary hazards. Such situations should be reported in writing to the immediate supervisor who will, in turn, report this condition to the Director of School Facilities and Operations with a copy to be sent to the School Business Administrator and to the Building Principal.

Employees working the Middle and Senior High Schools during the summer recess shall not be required to work in an office without air conditioning, nor be required to work alone in such Middle or Senior High Schools.

In such Middle and Senior High Schools, the employees shall be provided with an alarm system or bell installed at or near the employees' desk, and bathroom facilities shall be made available at all times to all such employees and be locked and keys made available

to all such employees. Bathroom facilities clause pertains to summer and recess times only.

8. For each year of this Agreement, full-time annual-salaried employees shall be entitled to 21 paid holidays; the specific dates to be determined by the District after full consultation and input from the Association.
  - a. Holidays or recesses granted to teachers or pupils need not be granted to employees under this contract.
  - b. On TEACHER CONFERENCE days, the clerical employees shall have a conference day of the same duration. If no conference day is so scheduled, the clerical employees' working day shall be four (4) hours without time off for lunch. In order to maintain adequate clerical services on such days, half of the clerical employees in a building or department shall work in the morning, and the remaining half in the afternoon. On such teacher conference days, the supervisor of the department or principal of the building shall determine the clerical work schedule of the department or of the building, and distribute same to the clerical employees involved at least one (1) week in advance of the teacher conference day.

9. Overtime - A rate of time-and-one-half shall commence upon completion of the normal work week (35 hours), September through June and 30 hours, July through August.

If an employee shall be called upon to perform emergency work on a Sunday, he/she shall be paid double-time for not less than three (3) hours.

10. Working out of Title - Where the nature and responsibilities of a position have changed, an employee may request in writing to her superior that a reclassification and reallocation study be made.

Employees called upon to work in a higher-graded classification than their own shall be paid at the rate of the higher-graded classification beginning with the eleventh day in such classification. Pay in the higher-graded classification shall be at the salary step level equal to the employee's current status.

11. Whenever, an EMERGENCY SNOW CONDITION shall be declared by the Superintendent of Schools, and the schools shall be closed for pupils and teachers, all employees covered hereunder shall be excused from reporting for work and shall not be prejudiced thereby.
  - a. The switchboard operator designated for said day(s) or her substitute shall report at her regular course of duty.
12. Whenever an employee shall work on a holiday, the benefit of which she and fellow employees would secure, such working employee shall receive time-and-one-half in



addition to the holiday (pay).

13. Smoke Free Workplace.

**ARTICLE VI - SICK LEAVE**

1. Sick Leave shall be granted for:
  - a. Personal illness
  - b. Serious illness in the immediate family
  - c. Quarantine
2. Sick leave shall be credited to continuous full time twelve month salaried employees, according to the following schedule:
  - a. Employees with less than two (2) months continuous employment shall NOT be entitled to any sick leave.
  - b. Employees, following two (2) months continuous full employment, shall receive, after said first two months being first deducted, one full day of sick leave for each full month's employment thereafter, for a maximum of ten (10) days until July 1st next succeeding the date of employment.
  - c. Effective the July 1st next succeeding the date of employment, and again effective the following July 1st (the 2nd such July 1st succeeding the date of employment), each such employee shall be credited with twelve (12) days of sick leave entitlement for each such year of employment.
  - d. Effective the 3rd July 1st succeeding the date of employment and thereafter 12 month employees covered hereunder shall be credited with an additional twelve (12) sick days for each such completed year thereafter to be accumulated at the rate of one (1) day per month.
3. TEN-MONTH-FULL-TIME regular and continuous-salaried employees shall be subject to the condition and completion of two (2) months of employment before the right to receive the benefit of sick leave as hereinabove provided. Such employees shall be entitled to be credited with one (1) day per month of full employment thereafter, to a maximum of eight (8) days until the July 1st next succeeding the date of such employment. Effective the July 1st next succeeding the date of employment and again effective the following July 1st (the second such July first succeeding the date of employment) ten month full time employees shall be credited with ten days for each year of employment. Effective the 3rd July 1st succeeding the date of employment and thereafter ten-month full time employees covered hereunder shall be credited with an additional ten sick days for each such completed year thereafter to be accumulated at the rate of one (1) day per month. Notwithstanding the reference to July 1st as an effective date for accrual purposes in connection with this paragraph, the parties expressly agree

that no entitlement shall accrue during the months of July and August for ten month employees.

4. ELEVEN-MONTH full time regular and continuous-salaried employees shall be subject to the condition and completion of two (2) months of employment before the right to receive the benefit of sick leave as hereinabove provided. Such employees shall be entitled to be credited with one (1) sick day per month of full employment thereafter, to a maximum of nine (9) days until the July 1st next succeeding the date of such employment. Effective the July 1st next succeeding the date of employment and again effective the following July 1st (the second such July 1st succeeding the date of employment) eleven-month full time employees shall be credited with eleven (11) days for each such year of employment. Effective the 3rd July 1st succeeding the date of employment and thereafter eleven-month full time employees covered hereunder shall be credited with an additional eleven (11) sick days for each such completed year thereafter to be accumulated at the rate of one (1) sick day per month. Notwithstanding the reference to July 1st as an effective date for accrual purposes in connection with this paragraph, the parties expressly agree that no entitlement shall accrue in the month of August for eleven-month employees.
5. Unused sick leave shall be cumulative. All monthly accumulations are to be credited the first of each month.

Effective July 1, 1995, employees who have accumulated in excess of 45 days sick leave shall be eligible to redeem up to a total of 20 days in excess of 45 as of June 30th of each year, at the rate of one for two, on the basis of the per diem rate for that year's salary.

6. A central calling number shall be assigned so that an employee can call in before the opening of school to report an absence due to illness. The expected period of absence and the time of return to work shall be then specified. Similar notification shall be given in the event of any prospective extended period beyond the period previously given.
7. Three days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day shall be granted to each full time annual-salaried employee after completion of one full year of continuous employment.

Personal leave days shall be limited to the following:

- a) House closings, required court appearances, adoption proceedings and legal matters which must take place during work hours;
- b) Immediate family weddings, graduations, and religious exercise;
- c) Moving of primary residence;
- d) Attendance at funerals of relatives other than immediate family and/or acquaintances, the nature of whose prior relationship warrants such attendance;

- e) Religious holidays;
- f) Retirement consultation;
- g) Emergency home repairs and/or major alterations on primary residence;
- h) Other--any specific reason not listed above that the employee believes to be a valid reason for a Personal Leave Day as defined in the first sentence above, may be submitted in writing to their supervisor and the Superintendent of Schools or his designate for approval. Prior approval of the Superintendent is required for an employee to take a personal day under this paragraph (h).

A minimum of one week prior notice to the supervisor of the employee is required; this prior notice may be waived in the event of an emergency in which case the specific reason for the absence shall be stated and given to the supervisor. Personal leave shall not be used for the purpose of extending a weekend, holiday, vacation, or recess period. In the event an employee requests that a personal day or days is to be taken on a Monday or a Friday or the day before or the day after a holiday, vacation, or recess period, all such requests shall include a statement of reason, and shall be reviewed by the employees supervisor and the Superintendent with approval granted only at the discretion of the Superintendent of Schools. The district shall also require employees to state reasons for personal leaves of absence where there is factual support or evidence that the leave is not being used for personal business and personal obligations as defined above.

Unused personal leave will accumulate as sick days.

#### 8. Sick Leave Bank

- a) On July 1 of each school year, the Board shall deduct one (1) day from the sick leave of each unit member and deposit said day into the Sick Leave Bank. The annual deduction of one (1) day for each unit member shall continue until the Bank contains a number of days at least equal to the number of unit members as of July 1 of each year. The use of the Bank shall at all times be restricted to the number of days actually accumulated and remaining available in the Bank at the time an application is made by an eligible unit member to draw upon the Bank. In the event that the Bank is reduced by the use thereof to less than the total number of unit members, on July 1 immediately following such event, and if necessary, on each succeeding July 1, a further deduction of one (1) sick day from the accumulated sick leave of each unit member shall be made until the number of days in the Bank equals or exceeds the total number of unit members. In no event shall the Board be obligated to pay for any additional sick leave days in excess of the number of days contained in the Sick Leave Bank.
- b) A unit member is eligible to draw a maximum of twenty (20) days from the Bank if he/she is ill and his/her illness, if continued for 61 days, is covered by Article

IX, and if personal accumulated sick leave and vacation time as provided is exhausted and not available to said unit member. The Board shall have the option of having the illness certified in writing by a physician certified by the Board.

- c) Control over approving and disapproving requests for use of the Sick Leave Bank will rest solely with the HSA.
  - d) The HSA agrees to administer the Bank without prejudice, and shall not discriminate against any members of the unit.
  - e) Requests for use of the Sick Leave Bank shall be submitted in writing to the President of the HSA, who will consider said requests at a meeting with the HSA Vice President, Secretary and Treasurer. Within five (5) days of receipt of requests for use of the Bank, the HSA officers shall render their decision. The decision of the officers shall be forwarded to the unit member within five (5) days after the aforescribed officers' meeting.
  - f) If the unit member disagrees with the decision of the HSA officers, he/she may appeal said decision within five (5) days of the receipt of same, by sending a written notice of such appeal to the Superintendent of Schools and the President of the HSA. Within ten (10) days of receipt of said notice, the Superintendent shall convene a panel of three members consisting of one (1) person selected by the unit member, one (1) person selected by the HSA, and one (1) person selected by the superintendent of Schools to hear such appeal.
  - g) The panel shall meet within twenty (20) days of receipt of notice of appeal from the unit member. The decision of the panel shall be final and binding upon the parties.
9. Leave of absence by reason of DEATH within the immediate family of the employee, shall be granted without loss of pay, to the extent of a maximum of five (5) working days beginning with the day of death.
- a) Such death shall embrace and be limited to a spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandchild and any other relative residing in the household of the employee.

10. Leave of absence for personal health or family hardship:

Members of non-teaching (clerical) staff who have tenure of three (3) years of service in the district may take leave without pay, for a minimum of one (1) month, but not in excess of one (1) year, for the purpose of health or hardship involving themselves or immediate family. Upon return to work, their title will be guaranteed, but their place of employment may be wherever needed. If the Board so desires this must be substantiated, if for medical reasons, by a doctor's approval needed at time of return to work.

11. Other leave of absence CONTINGENT upon an EMERGENCY, may be exercised by the employee out of personal days heretofore described, without loss of pay, or may be permitted by her supervisor, principal or head of office without pay, SUBJECT to prior written confirmation being afforded by the employee within one (1) week after her return.
12. Employees on DISABILITY, no longer on regular payroll, shall cease being entitled during the period of disability to further accrual of benefits provided hereunder.
13. The members of the unit shall be provided with all the benefits of the Workers' Compensation Law.
14. If an employee is absent due to illness and a snow emergency is declared which coincides with any of such days of absence, said employee shall be charged with a sick day or days for the snow day or snow days declared.
15. Leave of Absence for Child Care:  

An employee who is going to have a child or adopt a child, and who will be responsible for the care of that child, shall notify the Superintendent of the fact and the approximate date when she might begin a child-care leave. Such a leave may begin at anytime after such notification, and the date will be mutually fixed based primarily on the employee's preference but giving due consideration to the needs of the school system. Under normal circumstances, however, it shall not begin later than sixty (60) days after the birth or adoptive placement of the child. Child-care leave shall be without pay, benefits or seniority accrual, and shall be for no more than one (1) year, unless the Board of Education in its discretion, extends the leave for a second year or a portion thereof. An employee may terminate a child-care leave at any time upon 30 days notice to the District.
16. BOARD policy not herein or hereby modified, changed, or deleted, shall remain in full force and effect.

#### ARTICLE VII - VACATIONS

1. The parties hereto ACKNOWLEDGE that the SUMMER recess is the period least likely to interfere with the orderly operation of the business of the district. Therefore, the ASSOCIATION, individually and on behalf of the employees, except as may be otherwise herein provided, or specially prescribed in individual cases for good cause shown, shall be taken during such period.
2. Vacations shall be fixed pursuant to arrangements made by the supervisor or directing head of the particular employee, or set of employees, with consideration given by said supervisor or head to the district summer schedule.

- a. The said supervisor or head shall maintain seniority privileges for employees under his/her jurisdiction with respect to preferred dates of vacation, where possible.
  - b. To better effectuate the intent of this Agreement, vacation request forms shall be circulated, so that the same may be completed and returned in sufficient time for review by the individual supervisor or head, and elimination of conflict between them as to dates which will create a minimum of hardship or inconvenience to any of them.
3. The right to vacation time or credit shall apply only to full time annual salaried employees. Vacation time or credit shall be based upon the completion by the individual employee of consecutive full time employment, as of June 30th of each year, following the commencement of employment, of the period hereinafter indicated:
- a. Those employed for less than one (1) full year, shall be entitled to one (1) day of vacation for each full month of employment with the accrual thereof to start as of and to be dependent upon the completion of two (2) full months of consecutive employment with the district, but subject to the completion of a minimum of seven (7) months prior consecutive full employment.
  - b. Those employed for one (1) through four (4) full years but not including five (5) full years as of June 30th of the particular year shall be entitled to ten (10) working days vacation.
  - c. Those employees who shall have completed five (5) through ten (10) full years of consecutive employment, as of June 30th of the particular year, shall be entitled to fifteen (15) working days vacation.
  - d. After the completion of the tenth (10th) full year of consecutive employment, as of June 30th of the particular year, the employee, beginning with the eleventh (11th) year, shall be entitled to twenty (20) working days vacation.
  - e. Employees entitled to twenty (20) working days vacation, as provided in subparagraph "d" above, shall take, at the discretion and direction of the employee's supervisor or head, five (5) consecutive working days vacation during the Christmas or Easter recess, with fifty percent (50%) of the employees within one single composite unit taking one of such recesses and the other fifty percent (50%) the other recess.
    - i. In the event the particular personnel subject to the foregoing provision is not divisionable in halves, the determination of the vacation period indicated, for the odd employee shall be at the discretion of the supervisor or head.

ii. Nothing herein contained shall preclude an arrangement at the discretion of the supervisor or head, to fix a period other than as indicated, if the interest of the district shall be better served.

4. Employees of the district who are regularly and continuously employed on the basis of either ten (10) or eleven (11) full and consecutive months employment, for the purpose of this Agreement shall be considered as full time annual salaried employees, and, as such, shall be entitled to the same benefits and privileges of full time regularly employed annual employees, as provided in the preceding paragraph "3" and its subparagraphs EXCEPT that the benefits shall be pursuant to the following arrangements:

<u>EMPLOYEES WORKING</u>	<u>10 MONTHS</u>	<u>11 MONTHS</u>
1 to 5 years	8 days	9 days
5 to 10 years	12 days	13 days
Over 10 years (11th year)	16 days	18 days

5. Attached hereto and marked "Appendix B" are the "Annual Vacation Policy and Rules" (so entitled) heretofore adopted by the BOARD. The same is and are reaffirmed and made part of this Agreement as if more particularly set forth herein.

a. To the extent the provision of the said "Policy and Rules" may in any way conflict with the specific provisions of this Agreement without the said incorporation, this Agreement shall prevail.

6. Compensation which shall be payable during an employee's vacation period, shall be payable to such employee at her or his request, together with her or his check which shall be payable immediately prior to the commencement of such vacation PROVIDED the employee shall make timely request in writing therefore, and such request shall be endorsed on the employee's vacation card.

7. Any holiday established on the School District calendar for the closing of schools which shall fall within a vacation period, shall not count as a vacation day, and credit, therefore must be taken immediately preceding or following any scheduled vacation period.

8. If an employee is on a vacation or holiday and a snow emergency is declared which coincides with any of the vacation days or holidays, the vacation or holiday of said employee shall not be enlarged due to the declaring of said snow day or snow days.

**ARTICLE VIII - SALARY SCALES**

Salary:	2001-02	3.25% + increment
	2002-03	3.50% + increment
	2003-04	3.75% + increment
	2004-05	3.80% + increment

1. Salaries for 2001-02, 2002-03, 2003-04, 2004-05, shall be in accordance with the salary schedules attached hereto.
2. Effective July 1, 2001, July 1, 2002, July 1, 2003, and July 1, 2004, each employee shall advance one step on the salary schedule.
3. All steps due shall be given on July 1, provided the employee has at least six months' continuous service in the district.
4. No substitute shall be paid at a higher rate than a clerical employee presently employed. If the substitute is to fill a special position, she will be paid the rate of the first step on the salary schedule at the per hour or per diem rate of the clerical worker she is replacing.

**ARTICLE IX - DISABILITY BENEFITS**

- a. The disability benefits under this contract shall be as provided and defined in Long Term Disability Policy No. 20,798 issued by the Mutual Benefit Life Insurance Company to the district, and shall be provided to the employees in this unit either by the district continuing coverage under such policy or by providing the benefits of such policy as a self-insurer.
- b. Upon disability of six months or longer, the employee must apply for social security and disability retirement benefits, and the employee shall cooperate in the processing of such application by consenting to any and all medical examinations required by the school district and any other governmental agency having jurisdiction in the premises as well as any other requirements attendant upon the processing and submission of such application. Upon the employee's failure to apply, cooperate and participate in the processing and submission of such application as above stated, the employee's coverage under the district policy or the benefits provided by the district as a self-insurer shall terminate.
- c. The employee shall have the right to return to employment with the district if within 2 years of the last date of employment the district doctor or a doctor of appropriate specialty retained by the district finds the employee fit for full time duty.



## ARTICLE X - INSURANCE AND RETIREMENT

The BOARD agrees to contribute during the term of this Agreement sufficient monies to purchase the insurance hereinafter described, on behalf of full time annual salaries employees who shall have completed one hundred twenty (120) consecutive days of employment.

1. **INDIVIDUAL TERM LIFE INSURANCE** Policy shall be provided as follows:

The Board of Education will provide without cost to the employee company life insurance which shall pay to the employee's designated beneficiary a sum equal to the employee's then regular yearly salary.

2. The **SUBJECTIVITY** of employees to **RETIREMENT** shall continue in effect in accordance with **BOARD** policy.

3. The **GUARANTEED RETIREMENT BENEFIT** of an employee member of the retirement system shall consist of an additional pension for employees for member service, pursuant to subparagraph (b), paragraph 1, subdivision (a) of Section 73-c, of the Retirement and Social Security Law, as provided in Section 75-e and 75-g of said Law, computed as therein provided, so as to provide a retirement benefit.

4. **TERMINAL PAY**

- a. The BOARD will increase the salary for the last full year of employment of any clerical employee who has given prior written notice of intention to retire and who is eligible for retirement under the provisions of the New York State Employees' Retirement System, by an amount equal to One Hundred Dollars (\$100) per year of credited service in the Hicksville School System.

- b. Upon retirement, clerical employees would be paid, in addition to their base, on the basis of the per diem rate for their final year's salary as follows:

Effective January 1, 1997:

For the first 45 days of accumulated leave	0% per day
" " second " " " " "	25% per day
For anything above 90 days " "	50% per day

- c. In each individual case, a clerical employee's severance pay will be computed either on the old basis of \$100 per year of service, or on the new proposed basis, and such employee may choose that plan which is most advantageous.

- d. There shall be no duplication of payment under this provision.
  - e. The maximum obligation of the district to any member of the unit in connection with this benefit stated in paragraph a or b above, shall be a half-year's regular annual salary.
  - f. In order to qualify for the benefit of this Article an employee must notify the Superintendent of Schools in writing of his/her retirement no less than 90 days prior to the effective date of retirement. The provisions of this paragraph may be waived in emergency situations in the sole discretion of the Superintendent of Schools.
5. The BOARD, as employer, shall pay the full cost of single coverage and dependent HEALTH coverage, where advised of dependents, under the present New York State Health Insurance Plan, subject to only one such coverage within one family where more than one member is employed by the district.

Effective January 1, 1996, all newly hired employees hired into positions within this bargaining unit shall contribute 20% of the cost of such insurance.

- 6. The Board shall procure dental insurance as coverage, the cost to the District for this insurance shall not exceed \$120 per employee.
- 7. All reasonable safety measures shall be complied with by both the BOARD as well as the employees, in the performance of services by the employees.
- 8. Any unit member shall have the option of dropping his/her health insurance coverage or changing said coverage. The exercising of the option referred to above shall be subject to the rules and regulations of the district's health insurance provider. A unit member who exercises this option shall receive 50% of the annual premium for said coverage under the following conditions:
  - a. The unit member must notify the district no later than October 1st of each school year of his/her decision to change insurance coverage.
  - b. A unit member who has exercised his/her option of dropping or changing coverage as referred to herein may not reenter the health insurance plan or change coverage unless the district is notified on or before October 1 of each school year.

Reentry or change of coverage shall also be subject to the rules and regulations of the district's health insurance provider.

Payment to the unit member as referred to herein shall be made in two equal installments; the first being on the first pay period in January and the second being on the first pay period in July.

## **ARTICLE XI - FLEXIBLE BENEFITS PLAN**

Unit members will be able to participate in a Flexible Benefit Plan authorized pursuant to Section 125 of the regulations of the Internal Revenue Service.

## **ARTICLE XII - PROMOTIONS - TRANSFERS**

1. All openings for promotional positions and all positions paying higher salaries which shall become vacant, and all vacancies which shall take place in presently-existing positions, shall be subject to being filled on a permanent basis from the district personnel, where possible.
  - a. To better accomplish the intent of the foregoing provision the procedure hereinafter prescribed shall be followed:
    - i. Notice of the said opening or vacancy shall be posted on a bulletin board in each school, said notice to include title, location and number of months, and a copy sent to HSA President or designee.
    - ii. All qualified personnel, if so minded, shall be afforded the opportunity to make application therefore.
  - b. Nothing hereinbefore provided shall preclude or prevent the BOARD, through its Administrative staff, having jurisdiction over said open or vacant position from filling the same on a temporary or emergency basis, nor require any violation of the provisions or requirement of the Civil Service Law or Regulations.
2. Promotions to vacant positions shall be made as provided in paragraph 1 hereof, EXCEPT that where any title shall require satisfactory completion of a Civil Service Examination, the appointment shall be provisional only AND subject thereto.
3. New Title - Job Openings
  - a. When new titles are created by the district which may fall within the negotiating unit, the salaries for these positions shall be consistent and proportionate to the salaries of other employees within the unit, taking into consideration the relationship of such position to other existing positions and subject to Civil Service Rules and Regulations.
  - b. An employee shall have the opportunity to apply for promotional positions on a provisional basis before a non-Civil Service applicant is hired. This to be done on a seniority basis, all other qualifications being equal.
  - c. When new titles are created, notice will be sent to each building and HSA President or designee. This notice will be posted in all buildings, and will afford current employees the opportunity to apply for the new position within five (5)

working days from the date the notice is posted, on the basis of a lateral transfer, internal promotion, open competitive application, or provisional appointment; whichever is applicable.

- d. **NON-COMPETITIVE POSITIONS** when filled as herein provided, shall be subject to being held in accordance with the provisions of the Civil Service Law.
4. **TRANSFERS WITHIN TITLE** shall be made pursuant to requests in writing upon openings or anticipated openings, and shall be granted in accordance with seniority and ability.
5. **Termination of Employment** - Employee shall be given 30 days notice if her employment is to be terminated and shall be given first preference for any vacant position in the same related areas within the district.
6. Seniority shall be defined as length of service within the district in continuous clerical service.
7. Employees interviewed for a new position in accordance with the provisions of this article shall be notified in writing, as to whether or not they have been selected for the position once the decision has been made to fill the position.

#### **ARTICLE XIII - EFFECTIVE DATE**

The provisions of this Agreement shall be effective as of July 1, 2001, and shall terminate as of June 30, 2005.

#### **ARTICLE XIV - MISCELLANEOUS**

1. This Agreement shall be binding upon the ASSOCIATION.
2. This Agreement shall not include the clerical personnel in the Adult Education or Opportunity High School programs of the district, the said personnel having been heretofore treated, and being presently treated, under arrangements separate and distinct from those herein or hereby provided.
3. Registration clerks engaged or appointed by the BOARD in connection with election or district proceedings are expressly excluded from this Agreement.
4. This Agreement shall supersede any and all prior agreements or understandings between the parties including any rule, regulation or practice of the BOARD, unless specifically preserved and expressly continued.
5. In the event any provision of this Agreement shall be declared to be contrary to law, or in

violation thereof, such declaration shall be deemed by the parties as affecting said provision only unless otherwise specifically provided in and by said declaration and all other provisions shall continue thereafter in full force and effect EXCEPT and unless the provisions so declared shall be deemed to be such an integral part of this Agreement as to vitiate the entire Agreement.

6. This Agreement is acknowledged by the parties to constitute the full and complete understanding between them. Nothing herein contained may be altered, changed or modified EXCEPT in and by writing duly subscribed by the respective parties hereto AFTER appropriate resolution where required.
7. The ASSOCIATION shall receive a copy of the agenda book for public meetings of the BOARD, without confidential and other supporting material.
8. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement. The parties therefore agree that except by mutual consent, negotiations will not be reopened on any item whether contained herein or not.
9. In the event the district decides to close schools for any 1/2 days, all clerical employees shall only be required to work 1/2 day. 1/2 day = 4 working hours without lunch.  
  
In the event of any district wide special school closings, all employees shall be treated equally.
10. Copies of this Agreement will be duplicated at BOARD expense and a copy given to each clerical employee within thirty (30) days of the conclusion of contract negotiation. In addition, the HSA shall be given ten (10) copies of this Agreement.
11. During the term of the Agreement, no provision of this Agreement will be changed except by mutual consent of the parties in writing.
12. All negotiations are to take place after the work day.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this <sup>5<sup>th</sup></sup> day of May, 2002.

BOARD OF EDUCATION  
HICKSVILLE UNION FREE  
SCHOOL DISTRICT

HICKSVILLE SECRETARIES  
ASSOCIATION

By: Edward J. Finn  
Edward J. Finn  
Superintendent of Schools

By: Eileen Millis  
Eileen Millis, President

**APPENDIX A**  
**POLICY ON GRIEVANCE PROCEDURE**  
**NON-TEACHING PERSONNEL**

**PREAMBLE**

The Board of Education, the Administrators, the Teachers, Department Heads, and Non-Teaching Personnel of our school system have a common interest and purpose: to provide the best possible education for pupils attending school in Hicksville Union Free School District No. 17, Town of Oyster Bay. A recognition of this common interest and purpose is a prerequisite to a successful education program. Unresolved strife among the entire school family detracts from this educational program. Unresolved strife among the entire school family detracts from this educational program: a common understanding with agreed upon procedures to settle differences results in enhancing the standard of education in this District.

The non-teaching personnel is considered the "back-up team" for the teaching staff.

Since a successful educational program can be accomplished only through the complete cooperation of the entire school family, it is imperative that all groups work together. We must share responsibilities, ideas and reach joint conclusions which have for their purpose the improvement of the educational program. The non-teaching personnel, who back up the teaching program should be given the opportunity to participate through their elected representatives with the Board of Education and the Administrators, in the formulation of policies of mutual concern.

The following is adopted for the purpose of implementing the above aims.

A. Basic Principles

1. All non-teaching personnel shall have the right and opportunity to present to his/her Supervisor, Department Head or Administrative Assistant in charge of Personnel, any grievance concerning any facet of his/her position, without fear of coercion, discrimination or reprisal.
2. Every Supervisor or Department Head as authority is delegated to them by the Board of Education or the Superintendent, shall have the responsibility promptly to consider and take appropriate action on any grievance presented to them by their subordinates.
3. Each petitioning person shall have the right to be represented if he/she desires at the written stage of the grievance procedure.
4. Each person shall have the right of appeal from the initial determination of the grievance, pursuant to the procedures outlined.

B. Definitions

1. The term "Board of Education" means the duly elected trustees of Union Free School District Number 17, Town of Oyster Bay, County of Nassau.
2. The term "Superintendent" means the Superintendent of Schools.
3. The term "Department Head" means the Superintendent of Building and Grounds, School Lunch Director, whichever applies.
4. The term "Immediate Supervisor" means the person to whom the complainant is immediately answerable to in the chain of command.
5. The term "Grievance" means any alleged violation, misinterpretation, or inequitable application of existing laws, or policies of the Board of Education, or Administration, which involves the person's health or safety, physical facilities. It excludes any matter involving disciplinary proceedings, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rule or regulation having the force and effect of law.
6. The term "Person" means any non-teaching personnel of the Clerical, Building and Grounds and Cafeteria Departments.

7. The term "Complainant" means any person (as defined above) who presents an alleged grievance.
8. The term "Policy" means any rules, procedures, regulations, Administrative orders or work rules affecting non-teaching personnel.

C. Procedures for Individual Grievances

1. Oral State - Informal Presentation

- a. Complainant may request an appointment in writing with his/her immediate supervisor, informing him that the appointment is for the purpose of presenting a grievance. The supervisor is required to make an appointment within three school days, at which appointment the complainant shall orally present his/her grievance.
- b. The supervisor shall orally advise the complainant of his decision within five days after the grievance has been presented.
- c. If the complainant feels the decision is not satisfactory, he/she must then formally present his grievance in writing to the department head, not later than ten days thereafter.

2. Written State - Formal Presentation of Grievance

- a. Complainant shall prepare three copies of a detailed statement of his/her grievance. Two copies shall be given to the department head or Superintendent (as it may apply) and one copy to be retained by the complainant.
- b. The department head or Superintendent shall review the grievance and within five days advise the complainant in writing of his findings and decision.
- c. If the complainant determines the findings of his/her department head are not satisfactory, he/she may then avail himself/herself to the third state providing he/she takes action not later than fifteen days after receipt of written notice of a department head's decision.

3. Appeal to the Superintendent of Schools

- a. The complainant must notify his/her department head of his/her intention to appeal.
- b. The complainant shall notify the Superintendent of the grievance



previously submitted under stage two by forwarding to him a copy of the grievance and requesting a review of the grievance.

- c. Complainant shall make himself/herself available for any personal discussion of the grievance with the Superintendent.
- d. The Superintendent must notify the complainant within fifteen days, in writing, of his decision.

It is understood and agreed that the complainant may, at any state, withdraw his/her grievance. This should be done in writing.

It is further understood and agreed, that should the immediate supervisor or principal not comply with the time limitations set forth herein for making a decision, the complainant may automatically proceed to the next stage.

4. Appeal to Board of Education

A complainant is granted a right of final appeal from the Superintendent of Schools, to the BOARD of Education SUBJECT to the following conditions:

- a. The complainant shall notify the BOARD of his appeal thereto within fifteen days following the date of mailing or delivery of the determination of the Superintendent of Schools, specifying the basis or reason for his exception to the prior determination and he shall simultaneously furnish copies of his notice of appeal, with exception, to the Superintendent and the employee's Department Head.
- b. The Superintendent and/or the Department Head shall transmit to the BOARD, the original papers or records before them, including the grievance and any other reports or determinations made thereon.
- c. The BOARD, following the receipt of the Notice of Appeal, and the record of the procedure theretofore followed, with the papers upon which the determinations theretofore made, were based and, within one month of the completion of its records for review, fix a date and place for a hearing. This may be held before the BOARD, a committee of the BOARD, or the School Attorney. In the two latter instances, the BOARD may permit its hearing representative to hear and determine, or to hear and report with final determination reserved.

- d. Such hearing shall be fixed at a date not more than twenty (20) and no less than ten (10) days from the date of the mailing of the notice thereof.
- e. The BOARD, its Committee or the School Attorney shall render a decision in writing within twenty (20) days after the hearing, or any final adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the BOARD, with a copy furnished to the complainant or his representative.

**APPENDIX B**

**ANNUAL VACATION POLICY AND RULES - NON-TEACHING  
PERSONNEL  
POLICY**

The duration of the vacation period shall be based on longevity with District #17 and will be granted in accordance with the following schedule, effective July 1, 1964:

- 1. Service of more than 7 months and less than 12 months:  
1 working day for each full month of service excluding first two months.
- 2. One to five years service - 10 working days
- 3. Five to ten years service - 15 working days
- 4. Ten years service or over - 20 working days

After completion of the tenth year - 20 working days, provided, however, that 50% of this group shall take one week during the Christmas recess and the other 50% of said group shall take one week during the spring recess.

**RULES**

In order to insure that each employee shall receive fair and equitable treatment on the carrying out of the above policy, the following rules will prevail:

- 1. The vacation period shall be considered to extend from July 1 to June 30.
- 2. Administrative personnel will schedule vacations to insure an adequate working force within their departments at all times.
- 3. New Employees: In accordance with Section I, Item I, new employees' vacation

time will be computed after 2 months service at the rate of one working day per months excluding the first two months of service, and no employee will be permitted vacation time with less than 7 months continuous service.

4. Employees Leaving the District: Employees who leave the District after one years continuous service will be granted vacation pay in lieu of time off; this to be prorated at the rate of one day per calendar month from their previous vacation, up to a maximum of 10 days (1-1/2 days per calendar month to a maximum of 15 days for employees over 5 years of service, 2 days per calendar month to a maximum of 20 days for employees with 10 years or more service).
5. In all cases, should a holiday fall within the vacation period an extra day will be allowed. Wherever feasible, vacations shall be scheduled by Administration in conformity with employee requests. In such scheduling, seniority preferences and needs of the district are to be taken under consideration.
6. Requests for advance vacation pay which is permissible must be made by memorandum indicating the period of vacation, approved by Administration, and must be submitted not later than one month prior to the date vacation period begins.
7. Employees on a 10-11-month employment basis will have a prorated vacation as follows:

<u>Service</u>	<u>10 Months</u>	<u>11 Months</u>
1- 5 years	8 working days	9 working days
5-10 years	12 working days	13 working days
10 years (plus)	16 working days	18 working days

#### SICK LEAVE

1. Each full time annual salaried employee shall be entitled to receive each year one day of sick leave for each month of employment prorated (11-month -- 11 days, 10-month -- 10 days), which sick leave shall be cumulative. However, employees who have been employed for two (2) months or less shall not be entitled to any sick leave.
2. Each full time annual salaried employee shall be entitled to three (3) personal days after proper notice thereof and without the stipulation of cause thereon. Days not used are accumulated in sick day bank.

Hicksville UFSD

2001-02 Clerical Salary Scales

Raise	1.0325 STEP 1	STEP 2	1 STEP 3	2 STEP 4	3 STEP 5	4 STEP 6	5 STEP 7	6 STEP 8	7 STEP 9	8 STEP 10	9 STEP 11	10 STEP 12
TYP CLK COMMUNITY AIDE	0	0	22,622	23,772	24,925	26,078	27,225	28,373	29,522	30,457	31,584	32,713
SR CLK	0	0	24,324	25,499	26,679	27,853	29,026	30,205	31,387	32,517	33,647	34,778
STENO	0	0	24,925	26,079	27,225	28,373	29,522	30,675	31,821	32,828	33,962	35,097
MULTI KEYBOARD OPERATOR	0	0	25,432	26,514	27,597	28,680	29,762	30,845	31,928	33,009	34,092	35,174
SR TYP CLK	0	0	26,078	27,225	28,373	29,522	30,675	31,821	32,977	34,067	35,169	36,313
SR STENO DUP MACH OPER	0	0	27,225	28,373	29,522	30,675	31,821	32,977	34,123	35,172	36,349	37,492
ACCT CLK PRIN TYP CLK STENO SECT PERSONNEL CLK	0	0	29,522	30,675	31,821	32,977	34,508	36,043	37,573	38,764	40,047	41,330
PRIN ACCT CLK	0	0	31,821	32,977	34,508	36,043	37,573	38,764	40,047	41,330	42,612	43,894
SR ACCT CLK	0	0	30,675	31,821	32,977	34,508	36,043	37,573	38,764	40,047	41,330	42,612

\*On promotion to a higher title, the employee shall maintain his/her step  
 Longevity granted after 8 years continuous employment - \$350  
 Longevity granted after 12 years continuous employment - \$750  
 Longevity granted after 16 years continuous employment - \$500  
 Longevity granted after 20 years continuous employment - \$500

Hicksville UFSD

2002-03 Clerical Salary Scales

Raise	1.035		1	2	3	4	5	6	7	8	9	10
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
TYP CLK COMMUNITY AIDE	0	0	23,414	24,604	25,797	26,991	28,178	29,366	30,556	31,523	32,690	33,858
SR CLK	0	0	25,175	26,391	27,613	28,828	30,042	31,262	32,486	33,655	34,825	35,995
STENO	0	0	25,797	26,992	28,178	29,366	30,556	31,748	32,934	33,977	35,151	36,325
MULTI KEYBOARD OPERATOR	0	0	26,322	27,442	28,563	29,684	30,803	31,924	33,045	34,164	35,285	36,405
SR TYP CLK	0	0	26,991	28,178	29,366	30,556	31,748	32,934	34,131	35,260	36,400	37,584
SR STENO DUP MACH OPER	0	0	28,178	29,366	30,556	31,748	32,934	34,131	35,317	36,403	37,621	38,804
ACCT CLK PRIN TYP CLK STENO SECT PERSONNEL CLK	0	0	30,556	31,748	32,934	34,131	35,716	37,304	38,888	40,121	41,448	42,776
PRIN ACCT CLK	0	0	32,934	34,131	35,716	37,304	38,888	40,121	41,448	42,776	44,104	45,430
SR ACCT CLK	0	0	31,748	32,934	34,131	35,716	37,304	38,888	40,121	41,448	42,776	44,104

\*On promotion to a higher title, the employee shall maintain his/her step  
 Longevity granted after 8 years continuous employment - \$350  
 Longevity granted after 12 years continuous employment - \$750  
 Longevity granted after 16 years continuous employment - \$500  
 Longevity granted after 20 years continuous employment - \$500

Hicksville UFSD

2003-04 Clerical Salary Scales

Raise	1.0375 STEP 1	STEP 2	1 STEP 3	2 STEP 4	3 STEP 5	4 STEP 6	5 STEP 7	6 STEP 8	7 STEP 9	8 STEP 10	9 STEP 11	STEP 12
TYP CLK COMMUNITY AIDE	0	0	24,292	25,527	26,764	28,003	29,235	30,467	31,701	32,705	33,915	35,127
SR CLK	0	0	26,119	27,381	28,648	29,909	31,168	32,434	33,704	34,917	36,131	37,345
STENO	0	0	26,764	28,004	29,235	30,467	31,701	32,939	34,169	35,251	36,469	37,687
MULTI KEYBOARD OPERATOR	0	0	27,309	28,471	29,634	30,797	31,959	33,122	34,285	35,446	36,609	37,770
SR TYP CLK	0	0	28,003	29,235	30,467	31,701	32,939	34,169	35,411	36,582	37,765	38,993
SR STENO DUP MACH OPER	0	0	29,235	30,467	31,701	32,939	34,169	35,411	36,642	37,768	39,032	40,260
ACCT CLK PRIN TYP CLK STENO SECT PERSONNEL CLK	0	0	31,701	32,939	34,169	35,411	37,055	38,703	40,346	41,625	43,002	44,381
PRIN ACCT CLK	0	0	34,169	35,411	37,055	38,703	40,346	41,625	43,002	44,381	45,758	47,134
SR ACCT CLK	0	0	\$ 32,939	\$ 34,169	\$ 35,411	\$ 37,055	\$ 38,703	\$ 40,346	\$ 41,625	\$ 43,002	\$ 44,381	\$ 45,758

\*On promotion to a higher title, the employee shall maintain his/her step  
 Longevity granted after 8 years continuous employment - \$350  
 Longevity granted after 12 years continuous employment - \$750  
 Longevity granted after 16 years continuous employment - \$500  
 Longevity granted after 20 years continuous employment - \$500

Hicksville UFSD

2004-05 Clerical Salary Scales

Raise	1.038		1	2	3	4	5	6	7	8	9	10
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
TYP CLK COMMUNITY AIDE	0	0	25,215	26,497	27,781	29,067	30,345	31,625	32,906	33,948	35,204	36,462
SR CLK	0	0	27,112	28,421	29,737	31,045	32,352	33,667	34,984	36,243	37,504	38,764
STENO	0	0	27,781	29,068	30,345	31,625	32,906	34,190	35,468	36,591	37,855	39,119
MULTI KEYBOARD OPERATOR	0	0	28,346	29,552	30,760	31,967	33,173	34,380	35,588	36,792	38,000	39,206
SR TYP CLK	0	0	29,067	30,345	31,625	32,906	34,190	35,468	36,757	37,972	39,200	40,475
SR STENO DUP MACH OPER	0	0	30,345	31,625	32,906	34,190	35,468	36,757	38,034	39,203	40,515	41,789
ACCT CLK PRIN TYP CLK STENO SECT PERSONNEL CLK	0	0	32,906	34,190	35,468	36,757	38,463	40,174	41,879	43,207	44,637	46,067
PRIN ACCT CLK	0	0	35,468	36,757	38,463	40,174	41,879	43,207	44,637	46,067	47,496	48,925
SR ACCT CLK	0	0	34,190	35,468	36,757	38,463	40,174	41,879	43,207	44,637	46,067	47,496

\*On promotion to a higher title, the employee shall maintain his/her step  
 Longevity granted after 8 years continuous employment - \$350  
 Longevity granted after 12 years continuous employment - \$750  
 Longevity granted after 16 years continuous employment - \$500  
 Longevity granted after 20 years continuous employment - \$500