

AGREEMENT

Covering Conditions of Employment

Mutually Adopted by the

**HENDRICK HUDSON SCHOOL DISTRICT
BOARD OF EDUCATION**

Montrose, New York

and

**HENDRICK HUDSON EDUCATIONAL
SECRETARIES ASSOCIATION**

July 1, 2023 - June 30, 2027

ARTICLE		PAGE
	Preamble	1
I	Negotiation Procedures	1
II	Recognition of Negotiating Unit	1
III	Organization of the Bargaining Unit Staff	2
IV	Board-Association Relationship	2
V	Salary Schedule	4
	Position Classifications	5
	Premium Pay	6
	Conferences and Workshops	6
	Service Increment	6
	Longevity	7
VI	Incentive	7
VII	Evaluation	9
VIII	Holidays	9
IX	Vacation with Pay	11
X	Health Insurance	13
XI	Retirement	14
XII	Life Insurance	14
XIII	Leave and Sick Days	15
	Sick Leave	15
	Immediate Family	16
	Bereavement Leave	16
	Personal or Cogent	16
	Jury Duty	17
	Salary Deductions on Deducting Absences	17
	Leave without Pay	17
	Child Care Leave	17
XIV	Auto Damage	18
XV	Effect of this Agreement	18
XVI	Compatibility with Law	18
XVII	Duration of Agreement	19
XVIII	Grievance Procedure	20
XIX	Disciplinary Review Period (Side Letter)	24

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase harmonious working relations between the Hendrick Hudson School District Board of Education hereinafter referred to as the "Board," and its Bargaining Unit staff members represented by the Hendrick Hudson Educational Secretaries Association (hereinafter referred to as the "Association"), and to enable the bargaining unit personnel to participate in and contribute to the development of policies for the school district, pertaining to terms and conditions of employment, this agreement between the Board and the Association has been mutually drawn up and agreed upon.

ARTICLE I

Negotiation Procedures

- A. The Board and the Association shall enter into good faith negotiations over a successor agreement no earlier than November 15, 2026 and no later than December 15, 2026.
- B. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the Board and the Association.

ARTICLE II

Recognition of Negotiating Unit

- A. The Board of Education of Hendrick Hudson School District, having determined that the Hendrick Hudson Educational Secretaries Association is supported by the majority of the clerical staff and the athletic trainer of the school district, has recognized the above association as the exclusive negotiating agent for the clerical staff members and athletic trainer of the district. Such recognition shall extend to the maximum period as prescribed by law. The Board agrees not to negotiate with any organization representing support staff other than the aforementioned Association for the duration of this agreement.
- B. The representatives of the Association (President or Co-Presidents plus three additional members) shall be excused from work duties during the normal workday, if necessary, to meet with the representatives of the Board.
- C. The president of the Association shall be notified of all new employees covered by this agreement.

ARTICLE III

Organization of the Bargaining Unit Staff

The Civil Service job classification for present bargaining unit staff employees covered by this agreement shall be those listed below or as previously reported to the State Civil Service Commission. Additional titles may be added at the discretion of the Board of Education as the need arises.

- | | |
|------------------------|--|
| a. Clerk | i. Secretary/Steno |
| b. Typist | j. Office Assistant Automated Systems |
| c. Stenographer | k. Senior Office Assistant Automated Systems |
| d. Senior Typist | l. Secretary (School District) |
| e. Senior Stenographer | m. Secretary to School Administrator |
| f. Account Clerk | n. Secretary to School Principal |
| g. Payroll Clerk | o. Office Assistant (Financial Support) |
| h. Bookkeeper/Typist | p. Athletic Trainer |

It is agreed that the titles Typist and Senior Typist will be deleted upon the resignation, retirement, termination or change of title of those employees serving in said titles.

ARTICLE IV

Board-Association Relationships

Section 1 - Mutual Obligations

- A. Neither Board nor the Association, members, representatives, agents or committees shall engage in subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.
- B. There shall be no discrimination, interference, restraint, or coercion, by the Board or any of its Officers or Agents, against any employee because of any lawful activity on behalf of the Association or because of membership in the Association and the Association, its members, its Officers, its Agents, shall not coerce employees into membership in the Association in an unlawful manner.
- C. Upon ratification of this Agreement, it shall be the obligation of the Board and the Association to loyally support this Agreement, and to confine any adverse comments or criticisms to official meetings of their respective bodies.
- D. The Board and the Association shall so administer their obligations under this agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employees by reason of sex, nationality, race, creed, or marital status.
- E. It is mutually agreed that everything proper be done to establish a harmonious line of communication, and to maintain a harmonious and cooperative relationship between the Board and Association by the establishment of a committee composed of representatives from the Association and such Administrative Personnel as may be designated by the Board, to meet on the request of either group, said request to be accompanied by an Agenda to discuss working conditions and labor management relationship.

Section 2 - Board Obligations

- A. Whenever a vacancy or a position created by an increase in staff shall occur in a job classification, present members of the bargaining unit staff shall receive notice of such vacancy or new position and be given the opportunity to apply for such vacancy or new position. New employees or present bargaining unit employees promoted to a higher job classification must fulfill all the State Civil Service Requirements for appointments to the job classification.
- B. The Board agrees to furnish each new employee and all present employees with a copy of this agreement.

Section 3 - Association Obligations

- A. The Association affirms that it does not assert the right to strike against the Board and agrees that it will not assist or participate in any strike or impose upon any of its members or others an obligation to assist or participate in any such strike.
- B. Adhering to the premise that duties and obligations come with rights and privileges, the Association agrees to do its utmost to see that its members perform their respective duties in the School System loyally, efficiently, and continuously under the terms of the Agreement. The Association and its members will use their efforts to protect the interest of the school and the community, to conserve its property, protect the pupils and give service of high quality.

Section 4 - Board's Rights

- A. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and will not be reopened during the life of this Agreement except as specified in Article XVA, and that this document constitutes the entire Agreement between the parties.
- B. It shall be the prerogative of the District to adopt new policies not affecting or changing matters contained in this Agreement and nothing herein shall be construed to restrain the Board in the full and absolute management of its affairs except as modified by this Agreement.

Section 5 - Association Rights

- A. The President of the Hendrick Hudson Educational Secretaries Association or the President's Agent shall have the right to visit the School for the purpose of adjusting grievances and administering the terms of this Agreement, providing the Business Administrator is notified of such visits.
- B. The Association shall be the sole judge of its own rules and regulations with respect to Association membership and organizational administration.
- C. The Association shall have the right to post notices and other communication dealing with proper and legal Association business on bulletin boards maintained on the premises and facilities of the Board reserved at an accessible place in each building for the exclusive use of the Association.

ARTICLE V

Section 1 - Salary Schedule

A.1. Salaries for members of the bargaining unit actively employed shall receive the following salary increases:

2023/24 →2.5% 2024/25→2.5% 2025/26 →2.5% 2026/27 →2.5%

2. Salary ranges for newly hired staff will be:

<u>YEAR</u>	<u>LEVEL B</u>	<u>LEVEL C</u>	<u>LEVEL D</u>
2023/24	45,743 - 53,980	47,438 - 55,618	49,073 - 64,085
2024/25	46,886 - 55,329	48,624 - 57,008	50,300 - 65 687
2025/26	48,058 - 56,712	49,840 - 58,433	51,557 - 67,329
2026/27	49,260 - 58,130	51,086 -59,894	52,846 - 69,013

Placement within the range for new employees is under the sole discretion of the Board. However, the Board is sensitive to the feelings expressed by the Association regarding initial salary placement, vis-à-vis, salaries of those who already are members of the bargaining unit.

3. Promotional increment: If a bargaining unit member moves multiple levels across columns, the appropriate accumulated increase will be granted (Example: From Level B to D = \$3,500). The following compensation between levels will apply:

B to C → \$1,500 C to D → \$2,000

B1. For members of the bargaining unit on payroll or hired after November 18, 2004, a salary step schedule shall be applied as follows:

2. Effective July 1 of the school year following completion of the employee's third, sixth, ninth and twentieth years of active employment in the unit, the employee shall receive a three and one-half (3.5%) percent step increase. When an employee's date of hire is on or before December 31st of a given school year, that initial year shall be considered a completed year on June 30. However, when the employee's date of hire is after December 31 of a given school year, the period between the date of hire and the following June 30th shall not be considered as time served toward completion of years of service for step increases. The step after year 20 will be retroactive in the first year of the contract. Any member who has completed their 20th year by 7/1/2023 will receive this step increase retroactive to 7/1/2023.

- C1. Part-time Bargaining Unit help will be paid according to the classification and the work involved according to the appropriate level (Level B, C, D) as it pertains to the salary schedule.
- 2. Salaries of Part-time Bargaining Unit members will be prorated based upon their percentage of full time.
- D. Any 10-month employee will be paid at the rate of .83.

IN ACCORDANCE WITH ADMINISTRATIVE LINE-OF-COMMAND

E1. Position Classifications

CIVIL SERVICE CLASSIFICATIONS

Typist Steno Office Assistant Automated Systems	Sr. Typist or Sr. Steno Sr. Office Assistant Automated Systems Secretary (School District)	Payroll Clerk Account Clerk Bookkeeper/Typist Office Assistant (Financial Support) Sr. Typist or Sr. Steno Secretary/Steno Sr. Office Assistant Automated Systems Secretary to School Principal Secretary to School Administrator Athletic Trainer																					
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <p><u>COLUMN B</u></p> General Office Secretary HHHS BMMS FWS FGL B-V</td> <td style="width: 33%; vertical-align: top;"> <p><u>COLUMN C</u></p> Assistant Principal's Secretary HHHS BMMS</td> <td style="width: 33%; vertical-align: top;"> <p><u>COLUMN D</u></p> Secretary to Director of Special Education Secretary to Supt. Bldg. & Grounds Secretary to Director of Transportation Secretary to Director of PE/Health/Athletics</td> </tr> <tr> <td style="vertical-align: top;"> Guidance Secretary HHHS BMMS</td> <td style="vertical-align: top;"> Guidance Secretary HHHS BMMS</td> <td style="vertical-align: top;"> Principal's Secretary HHHS BMMS BV FGL FWS</td> </tr> <tr> <td style="vertical-align: top;"> Nurse's Office HHHS BMMS</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;"> Committee on Special Education.</td> <td></td> <td style="vertical-align: top;"> Account Clerk (2) Payroll Clerk (2)</td> </tr> <tr> <td style="vertical-align: top;"> Library Secretary HHHS BMMS</td> <td></td> <td style="vertical-align: top;"> Registrar Athletic Trainer Medicaid</td> </tr> <tr> <td style="vertical-align: top;"> Switchboard/Typist DO</td> <td></td> <td style="vertical-align: top;"> Office Assistant (Financial Support)</td> </tr> <tr> <td style="vertical-align: top;"> Assistant Principal's Secretary HHHS</td> <td></td> <td></td> </tr> </table>			<p><u>COLUMN B</u></p> General Office Secretary HHHS BMMS FWS FGL B-V	<p><u>COLUMN C</u></p> Assistant Principal's Secretary HHHS BMMS	<p><u>COLUMN D</u></p> Secretary to Director of Special Education Secretary to Supt. Bldg. & Grounds Secretary to Director of Transportation Secretary to Director of PE/Health/Athletics	Guidance Secretary HHHS BMMS	Guidance Secretary HHHS BMMS	Principal's Secretary HHHS BMMS BV FGL FWS	Nurse's Office HHHS BMMS			Committee on Special Education.		Account Clerk (2) Payroll Clerk (2)	Library Secretary HHHS BMMS		Registrar Athletic Trainer Medicaid	Switchboard/Typist DO		Office Assistant (Financial Support)	Assistant Principal's Secretary HHHS		
<p><u>COLUMN B</u></p> General Office Secretary HHHS BMMS FWS FGL B-V	<p><u>COLUMN C</u></p> Assistant Principal's Secretary HHHS BMMS	<p><u>COLUMN D</u></p> Secretary to Director of Special Education Secretary to Supt. Bldg. & Grounds Secretary to Director of Transportation Secretary to Director of PE/Health/Athletics																					
Guidance Secretary HHHS BMMS	Guidance Secretary HHHS BMMS	Principal's Secretary HHHS BMMS BV FGL FWS																					
Nurse's Office HHHS BMMS																							
Committee on Special Education.		Account Clerk (2) Payroll Clerk (2)																					
Library Secretary HHHS BMMS		Registrar Athletic Trainer Medicaid																					
Switchboard/Typist DO		Office Assistant (Financial Support)																					
Assistant Principal's Secretary HHHS																							

2. No newly established position will be assigned a level without consultation with the Association, but the final decision remains with the Board.
3. Initial placement of all employees is under the sole determination of the Board. However, the Board is sensitive to the feelings expressed by the Association regarding initial placement, and agrees that some consistent guideline be mutually developed.
- F. The regular Annual Salary will be paid in twenty-six (26) bi-weekly payments according to the payroll schedule set by the Superintendent of Schools each year. The initial pay in a school year will be at the discretion of the Assistant Superintendent for Business providing it is on or before July 15. In addition, 10-month bargaining unit members may choose between the 21 or 25 bi-weekly pay schedule.
- G. Authorization for payroll deductions will be made on forms supplied by the Administration, and shall be available for:
 1. Tax-deferred Annuities
 2. Credit Unions
 3. Flex Plan Benefit

Section 2 - Premium Pay

- A. Overtime Pay

Overtime hours shall be considered any time in excess of forty (40) hours per week and shall be paid at the rate of 1.5 times the hourly rate for each individual employee.
- B. Bargaining unit members will receive the same rate of pay for proctoring as teachers.
- C. Conferences and Workshops
 1. It has been agreed that two members of the Secretaries Association of Hendrick Hudson School District will be granted a maximum of three days off and expenses to attend the annual New York State Association of Educational Secretaries Conference usually held in the fall (October). It is agreed that the maximum amount of \$700 will be allocated for this annual conference, plus a maximum of \$300 allocated for travel expenses.
 2. The Board of Education will provide expenses, not to exceed \$800 in any given school year, for the purpose of attending in-district and outside-the-district workshops, geared to improving the quality of secretarial service or the obtaining of information for the mutual benefit of the Board and the Association. The Association will determine which employees covered under this contract will attend the various types of workshops selected during the year. Employees chosen for attendance at a workshop must obtain approval from their immediate supervisor, with the understanding that the immediate supervisor will hire a substitute only when necessary to cover the absence of the employee. Attendance at such workshops shall be charged against the meeting or conference code on the daily attendance slip, if necessary. If attendance certificates are issued at such a workshop, a copy shall be provided to be placed in the employee's personnel file.
- D. Service Increment

Upon completion of ten (10) years employment in this district, a bargaining unit member will become eligible for a service increment equal to three (3) times the difference between the base salary in the fiscal year requested and the following fiscal year's base salary when the increment will be paid. For example:

	1995/96 Contract Salary	\$36,737
Less:	1994/95 Contract Salary	<u>\$35,409</u>
	Difference	\$ 1,328
	Service Increment equals	\$ 3,984 (3 x \$1328)

This will be granted only once, beyond the tenth year of employment. A bargaining unit member must request the service increment by January 1st in any given year for payment starting July 1st following the January 1st deadline. In the event of an emergency or compelling situation, the bargaining unit member or designated beneficiary and the Assistant Superintendent for Business will mutually agree on a plan of payment.

E. Longevity

Effective July 1, 2007, a longevity payment will be granted cumulatively to a member of the unit as follows:

An additional \$550 upon completion of eight (8) years or more of service.

An additional \$1,550 upon completion of fifteen (15) years or more of service.

An additional \$1,000 upon completion of nineteen (19) years or more of service.(increase retroactive to 7/1/2023)

An additional \$2,500 upon completion of twenty-five (25) years or more of service (retroactive to 7/1/2023)

ARTICLE VI

Incentive

- A. The District would welcome participation by bargaining unit members in courses appropriate to the job responsibility and after working hours. In the event the course starts before the workday ends for some office personnel, those employees will be given the opportunity to work out a flexible workday, whenever possible, with their immediate supervisor.
- B. The District agrees to the following plan which incorporates a final, non grievable decision by the Assistant Superintendent for Business whereby bargaining unit members may receive payment for professional coursework successfully completed. A continuing payment will be paid to a bargaining unit member, who has completed professional coursework by June 30, 2004, which has the following criteria:
1. All courses must be pre approved by the building supervisor and the Assistant Superintendent for Business. Workshops and coursework both offered by the district and those not sponsored by the district must total sixteen (16) hours. It could be a series or any combination of workshops in order to qualify for the incentive.
 2. Course should be related to improving bargaining unit member's skills, or add other personal skills that would benefit the person and district as well.

3. Only courses that are paid by employees and not the district are covered under this incentive.
 4. Workshops or courses sponsored by organizations such as Westchester Community College, Berkeley, Pace, BOCES, Town of Cortlandt and other appropriate private organizations will be acceptable.
 5. Courses need not necessarily be for a degree program.
 6. Only one increment per employee per school year is permitted.
 7. If the course is held on a workday, the individual must first secure the approval for the course/conference content, and the time required for said course/ conference, from their immediate supervisor. Having received the same it should be forwarded to the Assistant Superintendent for Business for approval before registration.
 8. In extenuating circumstances a phone call to Assistant Superintendent for Business could generate temporary approval until formal documentation is presented.
 9. Receipt of payment and certificate or proof of course completed will be necessary to qualify for incentive payment.
 10. While no time limit is required in completing the necessary sixteen (16) hours, payment will not be added to the salary until July 1st, following the actual completion.
 11. It is the responsibility of the individual bargaining unit member to notify the Assistant Superintendent for Business that the requirements have been met for payment.
- C.1. The continuing payment for course work completed prior to June 30, 2004 shall be \$425. These continuing payments would apply only in each respective year and will not be retroactive (i.e., a one-time payment of \$425 will be paid for credit earned in 2004-05 only. Payment for professional course work completed prior to July 1, 2004 shall continue according to the provisions of the expired July 1, 2000-June 30, 2003 collective bargaining agreement.
2. The full incentive continuing payment for a part-time bargaining unit member will be added to their salary after the base salary is prorated for part-time service.
 3. For a course that receives prior approval from the Assistant Superintendent for Business, a member shall receive a continuing payment of \$550. Additionally, the member shall be reimbursed up to the amount of \$500 for the cost of tuition, fees and materials.
- D. PSP Incentive
 Receipt of PSP Advanced II and/or CEOE will each qualify for course incentives in the amount of a stipend of \$1,000 that is a continuing payment. Receipt of PSP Advanced II and/or CEOE will each qualify for the stipend.

- E. The District will offer and pay for a minimum of three (3) courses. All courses must receive prior approval from the Assistant Superintendent for Business. Each bargaining unit member who successfully completes the course(s) will be paid a one-time incentive of \$425 for the first course and \$400 for the second course. Payments will be made upon completion of each course. This amount will be prorated if a member is not able to attend the full course, due to extenuating circumstances. Members will receive a one time payment for the third (3) course in the following amounts:
- 2023/2024: \$262.56
 - 2024/2025: \$536.36
 - 2025/2026: \$828.36
 - 2026/2027: \$1,139.28

ARTICLE VII

Evaluation

- A. The District supports the concept of employee evaluations. To that end, a committee will be formed to thoroughly study an evaluation process, format and procedure, mutually agreeable, to be implemented upon acceptance of the committee's final report.
- B. Members shall be permitted to examine the contents of their personnel files at reasonable times and to make copies of items therein, except as to anything contained therein which is related to their initial hiring.
- C. No complaint or report which is adverse to an employee will be retained in the employee's personnel file unless the employee has been offered an opportunity to read the document and file a written response to be attached hereto. As to complaints or reports that are authored by the member's supervisor, the complaint or report will contain a statement that the member acknowledges receipt of the same and is offered the opportunity to respond in writing. It will then be the member's responsibility to draft such a response and supply it to his/her supervisor. In the case of complaints or reports from other than the member's supervisor, the complaint/report shall be given to the member with a cover letter that indicates receipt of the complaint/report and offers the opportunity to respond in writing. It will then be the member's responsibility to draft such a response and supply it to his/her supervisor.

ARTICLE VIII

Holidays

- A. Holidays
The bargaining unit receives the fifteen (15) holidays of: Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Additional Holiday to be selected by Holiday Committee. If Yom Kippur is a school holiday, the additional holiday referenced therein will be Yom Kippur. (See Holiday/Recess List)

If any holiday falls on a day that school is in session for students and/or instructional staff, an alternate day will be chosen by the Holiday Committee and Assistant Superintendent for Business at the time of the Holiday Committee meeting.

1. **Calendar Review:** The Secretaries Association will annually review the common school calendar with the Administration after the school calendar is adopted in order to select each year's holidays. A Holiday/Recess List will be distributed each year once the calendar review committee has established the days.
- B. Recesses**
1. Any 12-month bargaining unit member shall be required to work the full number of work days during the recesses (holiday, winter, spring, etc) with the exception of one day off in each recess for the first three years of employment. A member may use accumulated vacation days, if any, during years two and three during the recesses. In the fourth year of employment, members will be required to work 1/2 of the number of working days in that recess. (See Holiday/Recess List)
 2. During the recesses, bargaining unit members have 3 choices:
 - a. Choose to utilize any unused accrued vacation/personal leave;
 - b. Choose not to work during the recesses without utilizing any unused accrued vacation/personal leave. Any bargaining unit member choosing this option must make up any work time/hours that the member does not work during the recessed before June 30th, or;
 - c. Combination of A & B (specify time used and hours to be made up).
- C. Work Hours**
- 1a. Each employee's daily hours are to be determined with the immediate supervisor within the following limits:
 - 7-hour day** – Full day employees may leave ½ hour early on Fridays throughout the year, unless needed, and with the supervisor's permission.
 - 6 ½-hour day** – Day prior to a recess
 - 6-hour day** – When school is not in session (from the first day of school through the last rating day in June).
 - Summer Hours** – Beginning the day following the June Rating Day and ending the day before the first Superintendent's Conference Day of the school year.
 - Summer Mondays through Thursdays are 6-hour days with an additional ½ hour per day for lunch.
 - On Summer Fridays, bargaining unit members agree to either use a vacation day or make-up the time (5 hours per Friday) during the summer or school year.
 - 1b. All members will receive a minimum of a daily 15-minute break, in addition to their lunch. Any additional break time must be approved by their supervisor.
 2. Athletic Trainer: 10-40 hours a week beginning at 1:00 PM; some evenings and Saturdays.
 3. 6 ½ hour day dismissal
On a day prior to a recess, bargaining unit members may leave according to the following policy:

Normal Working Day

Full Day
5 Hour Day
4 Hour Day

6 ½ Hour Day Working Time

6 ½ Hours
4 Hours 40 Minutes
3 Hours 45 Minutes

WORKING TIMES, 6 ½ hour day dismissals are to be arranged by each person with their immediate supervisor, and the approval of the supervisor.

4. If the day before Thanksgiving is a ½ day of school, bargaining unit members may leave ½ hour after buses leave the building. If it is a full day, bargaining unit members are entitled to ½ day during conference or the last day of school. (No member will be alone in a building except as desired by the individual).

Any reduction negotiated in allocated work time shall not be construed to mean a reduction in workload.

5. On a yearly basis each secretary must submit in writing to his/her direct supervisor a schedule for summer Fridays before June 15th. Schedule must be approved by direct supervisor. The options are the following:
 - i. Work Monday to Thursday one and one-quarter additional hours
 - ii. Use a vacation day
 - iii. Make up the hours during the school year

This selection may be changed due to extenuating circumstances if approved by the member's immediate supervisor.

6. Superintendent conference days are regular work days for all members.
- D. Work Year for the Athletic Trainer: before commencement of Fall Sports (on or about August 20) through the end of Spring Sports (on or about June 7).
- E. Unscheduled School Closing - When all buildings in the District have been declared closed due to hazardous conditions threatening the health and safety of students, bargaining unit members should not be expected to report to work. Any bargaining unit member called upon to work on such a day shall be compensated an in-lieu day. Bargaining unit members will not be required to remain in a building that has been closed to all others.

ARTICLE IX

Vacation With Pay

- A. Ten (10) days vacation with pay will be granted after one year of uninterrupted service (July 1 to June 30) and for each year thereafter up to five (5).
- B. An employee beginning service sometime after July 1 will be allowed a prorated vacation for the first year. If employment is before January 1 of the following year he/she will be granted a full year credit toward the progressive vacation schedule.

- C. After the fifth (in the sixth) year of service in the district, fifteen (15) days of vacation will be granted with pay for each year thereafter up to eight years.
- D. After the eighth (in the ninth) year of uninterrupted service in the district, twenty (20) days of vacation with pay will be granted for each year thereafter up to thirteen years.
- E. After the thirteenth (in the fourteenth) year of interrupted service in the district, twenty-two (22) days of vacation with pay will be granted and for each year thereafter.
- F. After one (1) year of uninterrupted service, vacation time will be prorated for those leaving, assuming satisfactory service and sufficient time in declaring intentions are given.
- G. Vacation will be taken when the workload permits, sensitive to work responsibilities and with the approval of the supervisor. All reasonable efforts will be made to schedule vacation time in coordination with the supervisor.
- H. Vacation days shall not be cumulative from year to year.

Vacation for full-time employees

- 10 days on 5 full years
- 15 days in the 6th through 8th years
- 20 days in the 9th through 13th years
- 22 days in the 14th year

Vacation for part-time employees:

Part-time employees' vacation time shall be prorated based upon their percentage of full time, if an individual works less than 7 hours per day, they will be charged vacation time per hour.

Vacation for 10-month employees:

10-month employees will receive a prorated vacation (5/6 of 12-month employees) to be taken at the discretion of the supervisor from September through June. The number of vacation days may not exceed the total days available from September through June, when school is not in session.

- I. In the event that summer clerical substitution is needed, first consideration for these assignments shall be made from current 10-month or part-time HHESA employees at their own salary rate. Secretaries who want to be considered for summer substitution should notify the Business Administrator by June 1st. This information will be shared with building administrators.

ARTICLE X

Health Insurance

- A. For the length of this contract, the Board of Education will provide individual health insurance coverage to the employee with benefits as provided by Putnam/Northern Westchester Consortium or a plan equal to or better than the current plan. Qualified employees, hired prior to July 1, 2013, must earn \$10,000 per year, or work a minimum of twenty (20) hours per week, and/or have a position in the district that will be at least ten (10) months in duration. Qualified employees, hired on or after July 1, 2013, must work a minimum of twenty (20) hours per week, and/or have a position in the district that will be at least ten (10) months in duration.

All bargaining unit members who choose **individual** coverage will contribute toward the premium as follows: (Percentage is of the annual premium for each respective year.)

2023/2024: 11.75 % employee contribution

2024/2025: 12.5% employee contribution

2025/2026: 13.25% employee contribution

2026/2027: 14% employee contribution

All bargaining unit members who choose **family** coverage will contribute toward the premium as follows: (Percentage is of the annual premium for each respective year.)

2023/2024: 14.5% employee contribution

2024/2025: 15% employee contribution

2025/2026: 15.5% employee contribution

2026/2027: 16% employee contribution

Contributions will be paid through the District's Flex Benefit Plan.

- B1. Effective July 1, 2007, the District will reimburse eligible employees and any member who retires into the New York State Employees Retirement System after July 1, 2007 for the cost of Medicare Part B coverage.
2. Any member of the unit hired before July 1, 2008 and who retires from the District into the New York State Employees Retirement system on or after July 1, 2009, and has worked for the District for ten (10) years or more will be eligible for health insurance for themselves and their dependents; these employees shall make a contribution towards the cost of health insurance equal to the dollar amount they were paying upon their date of retirement.
3. All employees in the unit hired between July 1, 2008, and June 30, 2013, and has worked ten (10) years or more for the District who retire into the New York State Employees Retirement System shall be entitled to health insurance in retirement for themselves and their dependents; the employees will contribute 5% towards the cost of individual health insurance in retirement and 8% towards the cost of family health insurance in retirement.
4. Any member of the unit hired on or after July 1, 2013, and has worked for the District for ten (10) years or more and who retires into the New York State Employees Retirement

System shall be eligible for health insurance for themselves and their dependents; these employees shall make a contribution towards the cost of health insurance equal to the percentage they were paying upon their date of retirement.

- C. Upon hiring or during the open enrollment period (November), individuals with proof of an equal or better plan from another source and who sign a waiver of coverage will be eligible for a lump sum payment of 2023-24: \$2,275, 2024-25: \$2,275, 2025-26: \$2,275, 2026-27: \$2,275. Payments will be made at the end of May. (The start-up year will be prorated from October 1.) These monies are non pensionable and are taxable. This option is for the entire year and will continue yearly, unless the employee notifies the Assistant Superintendent for Business by the last business day in October for the following January. Health Insurance is required for all qualified employees.

In an emergency situation, as determined by the Assistant Superintendent for Business, should an employee become ineligible to continue coverage under the alternate plan, that employee may be reinstated in the district's health insurance plan, on the first of the month, following the emergency.

ARTICLE XI

Retirement

- A. The Board of Education will continue for the length of this contract the pension provisions of Sections 75i of the New York State Retirement Program. (20-Year Career Plan.)
- B. The Board will continue for the length of this contract the pension provisions now in effect, namely, the provisions of Section 60B and 360 of the New York State Employees Retirement System.
- C. The Board will continue for the length of this contract the pension provisions now in effect, namely, the provision of Section 41J and 34J of the New York State Employees Retirement System. (Application of unused sick leave as additional service credit upon retirement.)

ARTICLE XII

Life Insurance

- A. Group Life Insurance in the amount of \$50,000 for all after one (1) year of employment, basic premium paid for by the District. Premiums for additional benefits absorbed by employee. An employee with less than one (1) year of service may take advantage of the Life Insurance Plan by paying for the entire premium and meeting the insurance company's conditions.
- B. Effective July 1, 2021, Article XII Section B is deleted in its entirety. In consideration for the deletion of the Insurance Improvement Plan, \$920 shall be added to the base salary,

on a one time basis, of each unit member who is employed with the district on June 30, 2021. The base salary increase will not apply to anyone hired after June 30, 2021.

ARTICLE XIII

Leave and Sick Days

Procedure for Requesting Employee Absence:

Employees requesting absence must make their request to their immediate supervisor, who in turn will be responsible to make a recommendation to the building principal. Immediate supervisor is defined as the building principal except where there is an assistant principal, a department head, a librarian or a school nurse.

Section 1 - Sick Leave

The following days remain in effect:

- A. Sick leave shall be given to classified employees without loss of pay as follows:
1. Fifteen (15) days for 12-month classified personnel per year. When an employee in this category has accumulated a credit of seventy-five (75) days, he/she shall accrue at the rate of twenty (20) sick days annually.
 2. Ten (10) days for all full-time 10-month classified personnel per year. When an employee in this category has accumulated a credit of seventy-five (75) days, he/she shall accrue at the rate of fifteen (15) days annually.
 3. Ten (10) days for all other 10-month employees who work a regular schedule part of every weekday per year.
 4. Sick leave will be prorated for all employees whose employment starts after the school year begins and for those who work less than five (5) days a week or less than ten (10) months a year.
 5. There shall be an unlimited accumulation of sick days.
 6. Doctor's approval of sick leaves must be obtained when requested.
 7. Employees who are absent from their duties due to injuries incurred in the course of their employment shall receive full pay during such absence but in no case longer than one (1) year. Any monies received by the employee from Workmen's Compensation for lost time due to such injury shall be deducted from the salary payments. Absence due to injury incurred in the course of employment shall not be charged against sick leave until one (1) year from the date of the injury.
 8. Additional time, without loss of pay, may be granted at the discretion of the Board upon the recommendation of the Superintendent of Schools.

9. Physical examinations are not required, but may be requested every three (3) years by the employee or employer. In either case, not more than 1/3 of the Association's membership may request or be requested to have the physical in one (1) year. These physicals will be done by the school doctor, family doctor or an approved medical group. Physicals done by the school doctor will be paid in full by the Board. All other physicals not covered by health insurance will be reimbursed only up to \$100.

Section 2 - Leave for Sickness in the Immediate Family

- A. When an absence of an employee is necessary due to sickness in the immediate family, absence up to a maximum of five (5) days per year may be allowed without loss of pay or leave time if approved by the Superintendent of Schools. Immediate is defined as follows:
 1. Children of employee
 2. Parent
 3. Husband, wife, or domestic partner
 4. Brothers or sisters
 5. Other relatives who reside in the household
 6. In-laws
 7. Grandparents
- B. Bargaining unit members will have unused family sick days added to their accumulated sick leave.

Section 3 - Leave for Death

- A. All employees shall be allowed leave without any loss of pay or leave time for absences up to and including the day of the funeral for a member of the immediate family. Leave may be extended if approved by the Superintendent of Schools.
- B. Absence to attend the funeral of a relative other than a member of the immediate family such as an aunt, uncle, niece, nephew, in-law, grandparent, will be allowed without loss of pay or leave time. In extenuating circumstances, an additional day may be allowed if approved by the Superintendent of Schools.
- C. Absence to attend the funeral of a friend without the loss of pay or leave time requires the approval of your immediate supervisor.

Section 4 - Personal or Cogent Leaves

Leaves may be granted subject to the approval of the Assistant Superintendent for Business or their building administrator without loss of pay or leave time not to exceed five (5) days per year. Three (3) days advance notice is required for four (4) out of five (5) personal leave days. Bargaining unit members will have unused personal days added to their accumulated sick leave. Such leaves are intended to be used for:

1. Extraordinary weather conditions when intent and effort have been shown
2. Court appearance or signing legal documents
3. Personal or family business appointments
4. Graduation or transporting children to and from college
5. Marriage
6. Appointment with doctor for employee or a member of his immediate family
7. Other extraordinary requests to include one (1) day for a compelling reason not specifically identified. In this case the request must be in writing and approved by the Assistant Superintendent for Business, except in case of emergency where direct

notification to the Administration is acceptable. Approval for the non-specified day will not be granted on the days preceding or following a vacation period, except in extenuating circumstances.

Section 5 - Jury Duty

Any employee who is summoned to jury duty shall immediately notify the Superintendent of Schools. Leave will be granted without any loss of pay or leave time. The employee shall pay over to the Board of Education all remuneration received for such service except transportation allowance.

Section 6 - Salary Deductions on Deducting Absences

All leaves other than those defined above shall be termed illegal. Where the need for such a leave can be foreseen, the prior approval of the Superintendent of Schools shall be obtained. Deduction for illegal absences and absences beyond all accumulated leaves will be as follows:

1. The established daily rate of pay for 10-month employees for each day of deductible absence.
2. The established daily rate of pay for 12-month employees for each day of deductible absence. In this case the daily rate of $1/260$ of annual salary; $52 \text{ weeks} \times 5 \text{ days} = 260$.

Section 7 - Leave Without Pay

All members of the HHESA will be covered by the provisions of the Family and Medical Leave Act of 1993. Provisions of the Act will be attached to HHESA contract. Two (2) months advance notice of intent to return required as a condition for employees granted leaves of three (3) months or more.

Section 8 - Child Care Leave

Employees covered under the HHESA contract and who are employed for a minimum of one (1) year can apply for up to twelve (12) months childcare leave without pay. The employee must give thirty (30) days advance notice to their direct supervisor of such leave. Upon return the employee will return to the same position. Upon return, a 12-month employee will not be entitled to the next contractual salary increase if the leave is more than six (6) months; a 10-month employee will not be entitled to the next contractual salary increase if the leave is more than five (5) months.

Section 9 – It is recognized that the Board has the ability to grant additional sick leave days to those members who are suffering from a serious medical illness or injury and who has exhausted his/her accrued sick leave and who apply for the same. Such grant of days shall be at the discretion of the Superintendent of Schools and the decision as to said grant may not be grieved or otherwise challenged in any proceeding.

ARTICLE XIV

Auto Damage

Malicious mischief is willful destruction of or damage to personal property of a member of the HHESA while engaged in professional activities on school property. Professional activity is defined as activity conducted within the school building or when the employee is engaged in a school-sponsored activity. Members of HHESA shall report the damage to the local police. HHESA members and administrators will cooperate in identification and prosecution of the offenders. It is preferable to have the damage verified by at least one other person at the scene. In the event the HHESA is not covered by comprehensive liability insurance, the limit of the District's liability will be \$200.

ARTICLE XV

Effect of this Agreement

- A. This Agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board of Education which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board of Education.

ARTICLE XVI

Compatibility with Law

Section 1 - Savings Clause

If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then, such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section 2 - Mandatory Provision

Notice as provided by Section 204-A of the New York State Public Employees Relation Act. "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 XVII

Duration of Agreement

The term of the contract shall be for four (4) years, and shall be effective July 1, 2023, and shall continue in effect through June 30, 2027.

Hendrick Hudson Educational
Secretaries Association

Wlene Brunat
Co-President

Dated 10/10/23

Nicky Laurent
Co-President

Dated 10/10/23

Board of Education

E. Amato
Assistant Superintendent for Business

Dated 10/10/23

ARTICLE XVIII

Grievance Procedure

A. Declaration of Policy

In order to maintain a harmonious and cooperative relationship among all employees and between employees and the Board of Education which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established laws, rules, regulations, practices and policies of the District and this Agreement. They are not designed to be used for changing such rules or establishing new ones, except to the extent that changes or additions might result from decisions made under this Grievance Procedure.

B. Definitions

1. A "grievance" shall mean a claimed violation, misinterpretation or inequitable application of provisions of this Agreement which relate to or involve any employee or employees which has not been solved by normal discussions among employees and administrations.
2. The "Association" shall mean the Hendrick Hudson Educational Secretaries Association.
3. The terms "grievant" or aggrieved shall mean an individual employee, or where applicable, a group of employees, or the Association.
4. The word "days" shall mean, except where otherwise indicated, working days.
5. The term "immediate supervisor" shall mean the Administrator of the building or the office.

C. General Provisions

1. An employee shall have the right to present grievances in accordance with the procedures, free from coercion, interference, restraint, discrimination or reprisal.
2. An employee shall have the right to be represented at any step of the procedure by anyone of his choice. Any fees charged by such a person or persons shall be borne by the employee.
3. Each party to a grievance, and the Association, shall have access at reasonable times to all written statements and records pertaining to such a case.
4. All hearings shall be held in private session unless otherwise mutually agreed.
5. It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures. Each person to whom a grievance is presented shall have the responsibility to consider promptly each such

grievance and to make a determination within the authority delegated to him within the time specified in these procedures.

6. Conferences or hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, all persons who participate shall be excused without loss of pay.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specific in any step of this procedure may be extended, in any specific instance, by mutual agreement. If one of the parties shall be required to be out of the District on school business, such absence shall not be counted as lapsed time.
8. The Association has the right to initiate or appeal a grievance. Such grievance shall be initiated at the appropriate step of the grievance procedure and may if necessary, be approved through succeeding steps of the grievance procedure according to the time limits and other conditions specified for such succeeding steps.
9. Where a group of Employees have a common grievance, the President of the Association, in the name of the Association, acting on the employees' request, may initiate a group grievance on their behalf by filing a written grievance at the appropriate step of the grievance procedure. If necessary, the Association may appeal the grievance through succeeding steps of the grievance procedure according to the time limits and other conditions specified for such succeeding steps.
10. Where a grievance involves an act or condition over which an immediate supervisor is without power or authority to act, including but not limited to Salary or Leave agreements or policies, a grievance may be initiated with the Assistant Superintendent for Business at Step 2 of the grievance procedure and may, if necessary, be processed through the 5th Step.
11. The Board of Education through their administrators shall have the right to bring a grievance against an employee or the Association. Following the Board's written notice of a grievance, under the time limit for initiation of employee grievances in subdivision 13 of the General Procedures of the Grievance Procedure, a conference shall be held within ten (10) days between the Board and the party aggrieved against with a view to arriving at a mutually satisfactory resolution of the grievance. At such conference, the Board, the Association and the party aggrieved against shall be entitled to be represented and to be heard and all parties shall have at least two (2) days notice of the time and place of the conference.

The party aggrieved against shall report its decision in writing to the Board of Education within ten (10) days of the conference. If the Board is not satisfied with the decision, it may, within ten (10) days, file a notice of arbitration under the requirements spelled out for employee notice of arbitration in Step 5 of the Grievance Procedure.

The arbitration procedure and decision process of Step 5 of the Grievance Procedure shall govern the disposition of the grievance.

12. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the grievance shall be deemed to be settled, and the settlement shall be so noted on a report signed by both parties, together with the terms of the adjustment.
13. Grievances must be presented within fifteen (15) working days after the cause of the grievance arises unless it is impossible for the employee to know he has a grievance, in which case, a grievance may be presented within fifteen (15) working days from the date when it was first possible for him to have such knowledge. In the event a grievance is filed late in the school year so that sufficient time as stipulated under all the steps of the procedure might not be provided should it be necessary to pursue the grievance through the final step, all parties will be expected to make special effort to expedite the grievance. In any event, the grievance shall be consummated under the terms of this agreement and this article, and not under a succeeding contract or agreement.
14. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations or applicable Federal and State Laws.

D. Procedures for Grievance Adjustment

Step 1

Any employee considering himself aggrieved may, either orally or in writing, present a grievance to his immediate supervisor within the time limit specified in subdivision 13 of the General Provisions of this Grievance Procedure. The aggrieved employee and the immediate supervisor shall confer on the grievance within five (5) days with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference, the aggrieved employee may appear personally or he may be represented by an Association representative or other representative, but where the aggrieved employee is so represented, he nevertheless must be present. Any grievance thus presented which involves the terms of this agreement, either in application or interpretation, or which would affect the working conditions or the welfare of the employees in the negotiating unit, shall entitle the Association to be present through a representative to state the views of the Association. If the grievant indicates in writing his intention to continue the grievance, his immediate supervisor shall advise the President of the Association of the existence of a grievance to allow the Association to designate a representative to attend the conference, and he shall give the Association and the grievant two (2) working days notice of the time and place of such conference. The immediate supervisor shall communicate his decision and supporting reasons in writing to all persons present at the Step 1 conference within five (5) working days after the conference.

Step 2

If not settled pursuant to the foregoing procedure, the grievance may be appealed to the Assistant Superintendent for Business within five (5) working days after receipt of the decision in Step 1. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 1. It shall also state the name of the grievant's

representative, if any, and the representative of the Association present at Step 1. The Assistant Superintendent for Business shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and the Association's representative shall be given at least two (2) working days notice of the conference and an opportunity to be heard. Notice of the conferences shall also be given to the immediate supervisor of Step 1, who may be present to state his views. The employee's and the Association's rights to be heard and represented shall be as stated in Step 1, except that the Association may designate a different representative at this step, if necessary. The Assistant Superintendent for Business shall communicate her decision in writing, together with her supporting reasons, to the aggrieved employee, to the Association representative and to the Step 1 immediate supervisor within ten (10) working days after receiving appeal.

Step 3

If not settled pursuant to the foregoing procedure, the grievance may be appealed to the Superintendent within five (5) working days after receipt of the decision in Step 2. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2. It shall also state the names of the grievant's representative, if any, and the representative of the Association present at Step 2. The Superintendent shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and the Association's representative shall be given at least two (2) working days notice of the conference and an opportunity to be heard. Notice of the conferences shall also be given to the immediate supervisor and the Assistant Superintendent for Business, who may be present to state their views. The employee's and the Association's right to be heard and represented shall be as stated in Step 1, except that the Association may designate a different representative at this step, if necessary. The Superintendent shall communicate his decision in writing, together with his supporting reasons, to the aggrieved employee, to the Association representative, the Assistant Superintendent for Business and to the immediate supervisor within ten (10) working days after receiving the appeal.

Step 4

If not settled pursuant to the foregoing procedure, the grievances may be appealed to the Board of Education within five (5) working days after the decision is received in Step 3. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the appeal and decision at Step 3. It shall also state the names of the grievant's representative, if any, and the Association representative present at Step 3. Notification of the hearing on the appeal, and the grievant's and the Association's rights to be heard and represented shall be as stated in Step 1, 2, and 3, except that the appeal must be heard within ten (10) working days of the Board's receipt of the appeal. Notice of the hearing and an opportunity to be heard shall be given to the Superintendent and the immediate supervisor of Step 1, if any, involved. The Board of Education shall render a decision within ten (10) working days of its hearing on the appeal. The decision shall be immediately transmitted by the representative who participated in this step, as well as the Superintendent and the immediate supervisor of Step 1, if any involved.

Step 5 - Arbitration

If not settled pursuant to the foregoing procedure, the grievant may submit the grievance to an arbitrator for decision. The proceeding shall be initiated by the grievant's filing of a notice of arbitration with the Board of Education and with the Public Employment Relations Board, if it is providing grievance arbitration service, otherwise, with the American Arbitration Association. The notice shall be filed within ten (10) working days after receipt of the decision of the Board of Education in Step 4. The notice shall include a statement of the nature of the grievance and the facts relating to it, a statement setting forth precisely the issue to be decided by the arbitrator, copies of the decisions and supporting reasons on the grievance up to the time of the arbitration appeal and copies of all other documents, exhibits and information.

The Arbitration agency shall appoint an arbitrator to serve in the case and its arbitration rules shall apply to the proceedings insofar as they relate to any hearings, fees and expenses. The arbitrator shall hold a hearing, unless such hearing is waived by the parties within fourteen (14) working days after being appointed. This time limit may be extended by mutual agreement of the parties involved. The arbitrator shall give at least five (5) working days notice of the time and place of such hearing to the grievant, the Board of Education, the Superintendent, the Association, and the immediate supervisor of Step 1, if any involved. The arbitrator shall issue his decision not later than fourteen (14) working days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision to matters specified in the "grievance" definition of this procedure, and to any remedy, if appropriate, which is not inconsistent with this agreement and is not contrary to law. However, he shall be without power and authority to make any decisions which are:

- a. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this agreement.
- b. Involving Board of Education discretion or policy under the provisions of this agreement, except that he may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy in a discriminatory fashion, i.e., in a manner unreasonably inconsistent with the general practice of the District in similar circumstances. The decision of the arbitrator will be accepted as final by the parties to the grievance dispute, and both will abide by it. The costs of arbitration will be borne equally by the parties to the grievance dispute.

ARTICLE XIX

Disciplinary Review Period

WHEREAS, the Hendrick Hudson Central School District ("District") and the Hendrick Hudson Educational Secretaries Association ("HHESA") are parties to a Side Letter of Agreement between them covering the term July 1, 2016 to June 30, 2020; and

WHEREAS, the parties have entered into discussions regarding allowing bargaining unit members to request the imposition of a "Disciplinary Review Period" or "DRP" in lieu of having disciplinary charges preferred upon them pursuant to Section 75 of the New York State Civil Service Law, and/or having disciplinary action be imposed upon them without a hearing where the bargaining unit members have no rights under Section 75 of the New York State Civil Service Law, with the grant of any such requests to be at the sole discretion of the District. The DRP process is in effect for the length of this agreement and will end at the termination of this agreement unless it is continued in any subsequent agreements;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the HHESA and the District as follows:

The parties agree that in the event the District notifies a bargaining unit member that it intends to take disciplinary action and/or prefer disciplinary charges against him/her, the bargaining unit member may request that he/she be placed on a two (2) year "Disciplinary Review Period" in lieu of the imposition of disciplinary action and/or preferring of disciplinary charges, as follows:

- A. A bargaining unit member must request that he/she be placed on a two (2) year Disciplinary Review Period by submitting such request, in writing, to the Assistant Superintendent for Business or designee. Whether to grant a bargaining unit member's request to be placed on a two (2) year Disciplinary Review Period shall be at the sole discretion of the Superintendent of Schools. Nothing herein restricts the right of the Superintendent of Schools to prefer disciplinary charges and commence a disciplinary proceeding against a bargaining unit member pursuant to the procedures specified in New York State Civil Service Law Section 75 instead of utilizing the two (2) year Disciplinary Review Period or the right of the District to impose discipline upon a bargaining unit member without a hearing where the bargaining unit member is not eligible for the protections of New York State Civil Service Law Sections 75 instead of utilizing the two (2) year Disciplinary Review Period.
- B. Should the Superintendent of Schools grant the bargaining unit member's request to be placed on a two (2) year Disciplinary Review Period, he/she shall notify the bargaining unit member and the HHESA local union president(s), in writing, that the bargaining unit member's request has been granted. The written notice shall be signed by the Superintendent of Schools and shall contain a copy of this Side Letter of Agreement, enclosed therewith. The bargaining unit member, as well as the HHESA local union president(s), shall countersign the written notice indicating the bargaining unit member's voluntary and knowing acceptance of the two (2) year Disciplinary Review Period and its terms and conditions as set forth in this Side Letter of Agreement, including, but not limited to, the bargaining unit member's waiver of his/her rights under New York State Civil Service Law Sections 75 and 76.
- C. The parties agree that while a bargaining unit member is on a two (2) year Disciplinary Review Period, he/she shall have no rights to a disciplinary hearing, including, but not limited to, a disciplinary hearing pursuant to Section 75 of the New York State Civil Service Law and/or pursuant to any collective bargaining agreement and/or any federal, state and/or local statute, law, rule and/or regulation. Any bargaining unit member who commits an act constituting incompetence, misconduct and/or insubordination, as

determined by the District in its sole discretion, while on a two (2) year Disciplinary Review Period shall be subject to discipline as set forth herein. In the event the District determines that a bargaining unit member who is on a two (2) year Disciplinary Review Period has committed any act(s) constituting incompetence, misconduct, and/or insubordination, the Superintendent of Schools shall provide written notice to the bargaining unit member and the HHESA local union president(s) setting forth the facts and circumstances surrounding the alleged act(s) of incompetence, misconduct, and/or insubordination. The bargaining unit member shall have five (5) business days to provide the Superintendent of Schools a written response to the allegations set forth in such written notice, explaining that he/she did not commit the alleged act(s) and/or why he/she should not be disciplined for such act(s). The Superintendent of Schools shall review the bargaining unit member's written response, if any, and consider the bargaining unit member's explanation(s). The parties agree that the Superintendent of Schools may accept or reject the bargaining unit member's explanation(s), or find such explanation(s) insufficient, in his/her sole discretion. Should the Superintendent of Schools reject the explanation(s) contained in the bargaining unit member's response and/or find such explanation(s) insufficient, or should the bargaining unit member fail to provide a response within five (5) business days of receipt of the written notice, the parties agree that the Superintendent of Schools may impose any of the following penalties upon the bargaining unit member, at his/her sole discretion: a written reprimand; a suspension without pay for a period not exceeding 30 days; a demotion in grade and title; or termination from employment. The bargaining unit member and the HHESA local union president(s) shall be notified of the Superintendent of Schools' determination regarding the disciplinary penalty to be imposed, if any, in writing. The parties agrees that the bargaining unit member shall have no right to a hearing on guilt regarding the allegations set forth in the notice provided to the bargaining unit member as described herein and shall have no right to a hearing on the determination of penalty, up to and including termination, imposed by the Superintendent of Schools. The parties further agree that should the Superintendent of Schools impose a penalty less than the termination of the bargaining unit member's employment, such bargaining unit member shall be required to commence a new two (2) year Disciplinary Review Period, in addition to the penalty imposed by the Superintendent of Schools, effective from the date of the Superintendent of Schools' written notice to the bargaining unit member notifying him/her of the imposed penalty.

- D. The parties fully understand and agree that the provisions of the New York State Civil Service Law, including but not limited to Sections 75 and 76, shall not apply to the placement of a bargaining unit member on a two (2) year Disciplinary Review Period pursuant to this Side Letter of Agreement or to any disciplinary action instituted against bargaining unit members pursuant to the two (2) year Disciplinary Review Period set forth in this Side Letter of Agreement. The parties fully understand and agree that those bargaining unit members who have requested and been placed on a two (2) year Disciplinary Review Period who would have been entitled to the rights set forth in the New York State Civil Service Law have expressly waived their rights with respect to their placement on, and any discipline imposed pursuant to, the two (2) year Disciplinary Review Period set forth in this Side Letter of Agreement.

E. The decision regarding whether or not to grant a request to place a bargaining unit member on a two (2) year Disciplinary Review Period, and/or any disciplinary penalties imposed upon a bargaining unit member on a two (2) year Disciplinary Review Period, shall not be subject to the grievance procedures set forth in Article XVIII Section C of the Collective Bargaining Agreement, notwithstanding any provision of the Collective Bargaining Agreement to the contrary.