



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Harborfields Central School District of Greenlawn and Harborfields Building Administrators Association (2007)**

Employer Name: **Harborfields Central School District of Greenlawn**

Union: **Harborfields Building Administrators Association**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/12**

PERB ID Number: **5200**

Unit Size: **14**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD11 5200

AGREEMENT

between the

**HARBORFIELDS CENTRAL SCHOOL
DISTRICT OF GREENLAWN**

and the

**HARBORFIELDS BUILDING
ADMINISTRATORS ASSOCIATION**

JULY 1, 2007 through JUNE 30, 2012

RECEIVED

JAN 23 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

14

TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....2

ARTICLE II - DURATION.....2

ARTICLE III - WORKING CONDITIONS.....2

ARTICLE IV - WORK YEAR/VACATIONS.....3

ARTICLE V - GRIEVANCES4

ARTICLE VI - INSURANCE BENEFITS.....6

ARTICLE VII - SICK LEAVE, LEAVES OF ABSENCE WITH PAY 8

ARTICLE VIII- INFANT CARE LEAVE 13

ARTICLE IX - ADMINISTRATIVE SALARIES..... 15

ARTICLE X - RETIREMENT INCENTIVE PLAN PAYMENT FOR
UNUSED SICK LEAVE 16

ARTICLE XI - CONTINUED EMPLOYMENT INCENTIVE..... 19

ARTICLE XII- DUES CHECK-OFF 20

ARTICLE XIII- GENERAL 21

ARTICLE XIV- CONCLUSION..... 22

ARTICLE XV- SECTION 204-A NOTICE..... 23

AGREEMENT made and entered into this 16th day of January, 2008, by and between the HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN (hereinafter referred to as the "District"), Greenlawn, New York, and the HARBORFIELDS BUILDING ADMINISTRATORS ASSOCIATION - (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The District recognizes the Association as the sole and exclusive representative of all administrators for negotiating terms and conditions of employment. The term "administrators" shall mean all Building Principals, Assistant Building Principals, Assistant Director of Pupil Personnel Services and Directors.

A. Pursuant to the requirement of Section 207(3) (b) of the Public Employees' Fair Employment Act, the Harborfields Building Administrators Association and its members affirm that they do not assert the right to strike against any government, to assist or participate in any strike, slow-down, work stoppage or any concerted refusal to perform normal work duties, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II - DURATION

This contract shall be effective as of July 1, 2007 and shall remain in effect through June 30, 2012.

ARTICLE III - WORKING CONDITIONS

A. A copy of an administrator's job description shall be supplied to him/her upon request.

B. Administrator's Personnel File

No material critical of an administrator shall be placed in his/her file unless he/she is first advised of the same and given an opportunity to read and review the material. The administrator shall acknowledge that he/she has read the material by affixing his/her signature to the file copy. The signature shall only indicate that he/she has read the material to be filed and not indicate that he/she agrees or disagrees to its contents or consents to its being in his/her File. The administrator shall have the right to respond, in writing, within ten (10) school days to any material filed and his/her response shall be attached to and become a part of the file copy.

C. Complaints to Board of Education or Superintendent

It is the policy of the Board of Education to respect and safeguard the professional reputation of its administrators. Specific written complaints directed at individuals will be called to the attention of the unit member wherever appropriate.

ARTICLE IV - WORK YEAR/ VACATIONS

A. All administrators are employed for twelve (12) months commencing July 1 and continuing through June 30 of each year. The calendar between opening and closing day of school shall be the same as teachers. If an administrator is directed to work beyond the scheduled work year, he/she shall receive payment for each such day at a rate of one two hundred twentieth (1/220th) of annual base salary.

B. Administrators shall be entitled to twenty (20) days paid vacation per year. Vacations are to be taken between July 1 and August 31, subject to advance approval of the immediate supervisor and the Superintendent of Schools.

ARTICLE V - GRIEVANCES

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an administrator or group of administrators as directly related to the interpretation, meaning or application of any of the provisions of this Agreement.

2. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. Each party in interest to a grievance shall have the right of access to all written statements and records pertaining to such case.

3. The "date of the grievance" is that date on which the event or condition constituting the grievance occurred, or that date upon which the grievant knew or reasonably should have known of the event or condition, whichever is later.

B. Initiation and Processing of Formal Grievances

1. Level One

A unit member having a grievance shall immediately discuss it with his/her immediate supervisor with the objective of resolving the matter informally. If the grievance is not satisfactorily resolved, the unit member shall, within ten (10) school days of the date of the alleged grievance, submit a written statement of the grievance to

the immediate supervisor. The immediate supervisor shall, within ten (10) school days of said written submission, submit a written response to the grievant.

2. Level Two

In the event that the grievant is not satisfied with the immediate supervisor's written statement of his/her decision, he/she shall within ten (10) school days of its submission, submit the written statement of the grievance to the Superintendent of Schools along with the reason for his/her disagreement. Within ten (10) school days after receipt of said grievant's written statement, the Superintendent of Schools or his/her designee may meet with the grievant in an attempt to adjust the grievance in a mutually satisfactory manner. The Superintendent of Schools shall, within fifteen (15) school days of receipt of the statement of grievance, submit a written statement of his decision to the grievant, with a copy of same forwarded to the President of the Association.

3. Level Three

In the event the Association is not satisfied with the Superintendent of Schools' written statement of his/her decision, it shall, within twenty (20) calendar days submit the matter to advisory arbitration by serving a formal notice with the Superintendent of Schools. The Superintendent and the Association (or their respective designees) shall attempt to agree upon an arbitrator, but if they fail to so agree within ten (10) calendar days, the Association shall file a demand for advisory arbitration with the American Arbitration Association which shall designate an arbitrator in accordance

with its Rules. The arbitrator designated shall set a hearing date and shall render his/her advisory award within thirty (30) calendar days of the close of the hearing.

C. Miscellaneous

1. No reprisals of any kind shall be taken by any person against any participant in the grievance procedure, whether a party in interest or otherwise, by reason of such participation.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. The grievant may be present at his option at any stage of the proceedings and shall be present at any stage of the proceedings at which his presence is requested by the Association, a party in interest, or the Superintendent.

4. A grievance shall not be processed during school hours except that in the case of unusual circumstances the Superintendent may waive this provision by written notification to the grievant with a copy to the President of the Association.

D. Rights of the District

The District shall have the right to utilize all provisions of this Article.

ARTICLE VI -INSURANCE BENEFITS

A. Health/Dental Insurance

1. The District shall provide unit members with the same policy of health insurance, major medical/optical and dental insurance coverage provided to members of the Teachers' unit subject to the rules and regulations of the insurance carriers involved. Effective July 1, 2007 unit members shall contribute fifteen (15%)

percent of the premium rate for individual coverage and twenty (20%) percent of the premium rate for family coverage under the District's health care plan. Effective July 1, 2010, unit members shall contribute twenty (20%) percent of the premium rate for individual coverage and twenty (20%) percent of the premium rate for family coverage under the District's health care plan. The District shall contribute the same amount toward dental insurance coverage as it does for teachers and the administrator shall pay the balance of the premium.

2. The District shall have the right to select an alternate carrier providing comparable insurance coverage. In such event the District shall notify the Association President and upon his/her request the District will discuss this with them.

B. Life Insurance

The District will provide administrators with a fully paid term life insurance policy in the sum of One Hundred Thousand (\$100,000.00) Dollars. In addition, subject to the rules and regulations of the carrier, each administrator may purchase an additional One Hundred Thousand (\$100,000.00) Dollar unit of term life insurance as well as dependent group life through payroll deduction.

C. Health Insurance (Retirees)

For the duration of this Agreement, the District shall pay health insurance premiums for eligible retirees and their eligible dependents under this contract at the same rate it pays for current employees.

D. Cafeteria Plan

The District's Cafeteria Plan shall be made available to the bargaining unit. The Association expressly waives the right to bargain over the rules, finances, governance, offerings or any other aspects of or changes to the Plan, or effects thereof. The District shall provide for a \$1,000 "buyout" for voluntary waivers from health insurance on the same terms and conditions as it offers to other bargaining units.

E. Physical Examination Requirements

For the protection of the individual administrator, the Union, the students and community in the operation of these regulations and in accordance with the recommendations of the State Department of Education:

1. At the time of initial employment and at such other times as the District may require, the employee shall receive a complete physical examination by a school district-designated physician (including X-rays) and submit the results of such examination to the Superintendent of Schools on a form provided by the District.
2. Notwithstanding the above, the Superintendent or his designee may require an examination of an employee by a school physician or an independent physician at District expense, at any time.

ARTICLE VII - SICK LEAVE, LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. Effective July 1 of each year, each administrator shall be credited with thirteen (13) days "Sick Leave" with full pay. If an administrator was absent for more than half the year, the number of sick days to be credited to that administrator for

the following year shall be prorated based upon attendance the preceding year. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment to a maximum of three hundred seventy-five (375) days. Any sick leave accumulated through June 30th of the previous year is to be included. A doctor's certificate may be required after three (3) consecutive days of absence, at the discretion of the Superintendent.

2. Absences for each day in excess of approved leave may be, at the discretion of the District, subject to a salary deduction equal to 1/220th of annual base salary.

B. Extended Leave

Unit members shall be entitled to extended illness benefits as follows:

1. This provision covers only continuous days of absences due to an illness or injury.

2. The Board reserves the right to require a doctor's certification from the unit member's physician as to the nature of the illness, the reasons for the necessary absence and a prognosis for future services. The unit member will provide all existing relevant medical documentation, medical test results and any other materials supporting his/her medical condition and prognosis. The Board also reserves the right to require a unit member to submit to a complete medical examination by a doctor of its choice at its expense. The determination of the physician chosen by the Board as to whether the employee suffers from an "extended illness or injury" shall be final and binding on the Board and the unit member.

3. When an extended illness occurs, the unit member shall initially be

compensated for only that number of consecutive days of absence equaling accumulated sick leave.

4. After exhaustion of accumulated sick leave during an extended illness, the unit member shall be further compensated for up to sixty-five (65) additional days, or up to .8 times the number of accumulated sick days immediately prior to the onset of the serious illness, whichever is greater.

5. In no event shall a unit member be entitled to any sick leave accumulation (13 days) for an academic year in which the unit member has not actually rendered service; nor shall any such sick leave accumulation (13 days) be included in any formulation under this Article.

6. The term "extended illness or injury" shall include only those conditions which cause the administrator to be disabled and unable to substantially perform the essential duties regularly performed as an administrative employee of the District.

7. Unit members who have exercised their right to compensation for sick leave under Article XI of this agreement shall have their accumulated sick days reduced by the number equal to the number of sick days surrendered for compensation for which the unit member has received compensation.

C. Workers' Compensation

An administrator sustaining physical injuries, which are not the result of his/her own negligence, within the scope of his/her employment shall not have the recovery period deducted from accumulated sick leave nor lose any salary during such period; provided, however, that such period shall not exceed ten (10) school days or the waiting period for Workers' Compensation (if applicable) whichever shall be less.

D. Personal Days

1. A maximum of three (3) working days per year, noncumulative, without salary deductions may be granted upon specific application delineating the personal reasons necessitating the leave. Such written requests shall be submitted five (5) school days in advance of the intended absence except in cases of emergency, when advance notice cannot be given.

2. Personal days of absence are defined as days of absence of a personal nature to meet obligations which cannot be met at times other than during the school day. Extension of holidays or vacation does not constitute "personal reasons." The Superintendent shall have the discretion to approve personal leave on days contiguous to school holidays or vacations.

3. In the event of a death in the immediate family, unit members may charge to their sick leave accumulation a total of five (5) days in any one school year. Immediate family shall be defined as spouse, children, sibling, parents or parents-in-law.

4. All unused personal leave shall be transferred to the administrator's accumulated sick leave account delineated in Section A above, as of June 30 of each year; provided however, that no more than a total of fifteen (15) days sick leave and personal leave may be accumulated each year.

5. An Armed Forces Reservist or National Guardsman involuntarily called to temporary active duty or an administrator called to jury duty shall suffer no loss of pay; provided, however, that any fees or other remuneration received are paid to the District, less allowance for subsistence.

E. Compensatory Day

Unit members may utilize earned compensatory time in exchange for working at the Teach Long Island Recruitment Fair. In the event that said Recruitment Fair is no longer held, this provision shall be of no force or effect.

F. Temporary Leaves of Absence Without Pay

Any tenured administrator may make a written request for a leave of absence without pay for a period of time generally not to exceed one year. Such leaves may be granted when there are special personal situations which fully involve the administrator, but are not permanent in nature, or where special conditions or opportunities require specific time arrangements by the administrator. All applications and requests for extension are subject to the approval of the Superintendent and the Board of Education. All requests for a leave of absence shall be submitted not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration date of any approved leave of absence shall be fixed by the Board of Education.

Any individual on leave will be responsible for the full payment of premiums or other obligations for fringe benefits to which he/she is entitled. The individual is not entitled to retirement credit, nor eligibility for coverage under the District's insurance benefit programs except for health insurance, which may be continued at full cost to the administrator. The provisions of "Leaves of Absence With Pay" do not apply to any staff member while on leave of absence without pay. Not later than ninety (90) days prior to

the expiration date of a leave of absence, the administrator shall submit a letter to the Superintendent's Office indicating his/her intention to return or announcing his/her resignation as an administrator. The same ninety (90) days notice provision shall also apply to requests for extension of a leave of absence.

G. Jury Duty

1. Employees covered by this Agreement who are summoned for Petit Jury Duty shall receive their regular pay to a maximum of two (2) weeks.

2. Employees covered by this Agreement who are summoned for Grand Jury Duty shall receive their regular pay to a maximum of three (3) weeks.

3. An employee receiving jury pay must transmit all jury pay (excluding mileage allowance) from any and all other sources to the District.

4. Members must request a postponement of jury service to nonschool time (on-call jury service) to be eligible for jury duty pay.

5. Employees shall notify the District on the first workday following their receipt of a notice to serve on jury duty.

ARTICLE VIII -INFANT CARE LEAVE

An employee will be eligible for an unpaid leave of absence for child care subject to the following terms and conditions:

A. A written request for a child care leave must be submitted to the Superintendent of Schools as soon as possible, but no later than ninety (90) days prior to the commencement of the leave. The leave shall commence either on September 1 or February 1 of the academic year, or at any appropriate time in the academic year

acceptable to the Superintendent. The notice and/or starting time may be waived by the Superintendent of Schools. The leave will extend for the duration of the school year for which the application is made, a semester or at any appropriate time of the academic year with the consent of the Superintendent. All leaves shall terminate on the following September 1st.

B. The leave may be extended for up to one additional academic year provided a request for such extension is received in writing no later than ninety (90) days prior to the end of the leave. Such extended leave shall also terminate on September 1st. The maximum period for an infant care leave will be twenty-four (24) months. If an employee desires to return from infant care leave in less than twenty-four (24) months, he/she may make such request in writing to the Superintendent of Schools, provided such request is submitted no later than one hundred twenty (120) days before the requested date of return. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools. The employee on leave for a full year or more will give the District one hundred twenty (120) days' written notice of intent to return. An employee on leave for less than a full year will give the District sixty (60) days' written notice of intent to return. In the event written notice of intent to return is not received, the District shall notify the employee that unless written notice is received within ten (10) days, the employee will be deemed to have abandoned the position.

C. Any employee on infant care leave will accrue no benefits or entitlements

during his or her absence. Such employee will be responsible for the full payment of premiums or other obligations for fringe benefits to which the employee is entitled. The employee is not entitled to retirement credit nor is the employee eligible for coverage under the District's insurance benefit program, except for health insurance which may be continued during his/her absence by the employee paying the full premiums.

ARTICLE IX -ADMINISTRATIVE SALARIES

The administrative salaries for the term of this Agreement shall be calculated in accordance with the following formula:

A. Administrator shall be compensated by reference to the relative position of his/her salary to that of the comparable positions in the other Districts in the Town of Huntington. The comparison for directors' salaries shall be based upon the mean data, Town of Huntington, for elementary principal. The comparison for the Assistant Director of Pupil Personnel Services shall be based upon the mean data, Town of Huntington, for Assistant Elementary Principal.

B. Effective July 1, 2007 through June 30, 2008, effective July 1, 2008 through June 30, 2009, effective July 1, 2009 through June 30, 2010, effective July 1, 2010 through June 30, 2011, and effective July 1, 2011 through and including June 30, 2012, if the administrator's salary was at or above the mean, the incumbent shall receive an increase equal to the CPI as defined below. If the administrator's salary was less than five (5%) percent below the mean, the incumbent shall receive an increase equal to the CPI plus one and one-half (1.5%) percent for the year. If the administrator's salary was five (5%) percent or more but less than ten (10%) percent below the mean,

the incumbent shall receive an increase equal to the CPI plus two and one-half (2.5%) percent. If the administrator's salary is ten (10%) or more below the mean, the incumbent shall receive an increase equal to the CPI plus three and one-half (3.5%) percent. For purposes of computing the CPI, it is agreed that CPI shall be the Consumers Price Index in the New York Metropolitan Area for Urban Wage and Clerical' Workers (CPI-W) January 2006 through January 2007, January 2007 through January 2008, January 2008 through January 2009, January 2009 through January 2010, and January 2010 through January 2011 respectively, for each year of this Agreement with a minimum increase and maximum increase in each year as follows:

For 2007 through 2008, 2008 through 2009, 2009 through 2010, 2010 through 2011, and 2011 through 2012 minimum three (3%) percent, maximum four and one-half (4.5%) percent.

C. Bargaining unit members shall be eligible to receive longevity increases of One Thousand (\$1,000.00) Dollars after five (5) years of service in the District, and an additional One Thousand (\$1,000.00) Dollars after ten (10) years of service in the District, on the recommendation of the Superintendent and approval of the Board of Education.

D. Concurrent with an offer of employment, administrator candidates will receive a copy of current salaries of members of the bargaining unit.

ARTICLE X - RETIREMENT INCENTIVE PLAN PAYMENT FOR UNUSED SICK LEAVE

During the term of this 2007-2012 Agreement, unit members will be eligible to receive benefits upon retirement under one (1) of the following two plans (Plan A, B) in

accordance with requirements set forth below. Benefit entitlements will be paid within thirty (30) days following the effective date of retirement. Any payment for credited days of sick leave will be equal to 1/220th of the employee's annual base salary for the last year of employment.

PLAN A

An administrator retiring under this plan will receive the following benefit:

Terminal payment based upon accumulated sick leave will be determined by granting one(1) day's credit for each two (2) days of accumulated sick leave, up to a maximum of one hundred sixty-three (163) credited days. In addition, an administrator will receive a retirement incentive in the amount of Twelve Thousand Five Hundred (\$12,500.00) Dollars under Plan A provided an eligible administrator retires prior to July 1, 2012 and it is further understood that this incentive shall terminate on July 1, 2012.

Eligibility requirements for this plan include the following:

1. An administrator must retire at the conclusion of the school year (July 1 - September 1), he/she first reaches the age of fifty-five (55) years and completes a total of at least twenty (20) years of credited service under the New York State Retirement System, or at the conclusion of the school year in which the administrator, who is age fifty-five (55) years or more, has first completed twenty (20) years of credited service under the New York State Retirement System. An eligible employee may apply for special leave to retire on the date of his/her fifty-fifth (55th) birthday. Such application shall be subject to the discretionary approval of the Superintendent of Schools and of the Board of Education.

2. An administrator must submit to the District no later than January 1,

of the final full year of service (i.e., six (6) months in advance of the retirement date), a letter of resignation for retirement purposes. This notice provision may be waived for employees retiring for medical reasons, or for any other reason(s), upon the recommendation of the Superintendent of Schools and approval by the Board of Education.

Plan B

An administrator who elects not to retire within the required time period under Plan A, and who elects to retire during the term of this 2007-2012 Agreement, shall, upon retirement within the New York State Retirement System, be eligible for the following benefit:

Payment for accumulated sick leave will be determined by granting one (1) day's credit for each four (4) days of accumulated sick leave, up to a maximum of one hundred sixty-three (163) credited days.

Eligibility requirements for this plan include the following:

1. An administrator must retire at the conclusion of the school year (July 1 - September 1).
2. An administrator must submit to the District no later than January 1, of the final full year of service, a letter of resignation for retirement purposes and in fact so retire. This provision may be waived for employees retiring for medical reasons, or for any other reason(s), upon the recommendation of the Superintendent of Schools and approval by the Board of Education.
3. The effective date of retirements shall be June 30, but if their birthday occurs in July or August, they may retire on the date of their birthday. In such

case, sick days shall be prorated after June 30 and any work performed after June 30 shall be at the salary rate prior to June 30.

4. The effective date of retirement shall be June 30th; however, in the event that an employee achieves the minimum years of service required for the provision of health care benefits during the employee's retirement, on a date occurring during the July or August following the designated June 30th date of retirement, the employee may retire during the following July or August on the date upon which he/she achieves the minimum service requirement for the provision of health care during the time of retirement. In such event, any leave days that would otherwise be accrued shall be accrued on a pro-rata basis for the period July 1st to the date of retirement and the employment of the individual shall be at the salary rate in effect on the preceding June 30th.

ARTICLE XI - CONTINUED EMPLOYMENT INCENTIVE

The District shall implement a continued employment incentive plan, as follows:

Bargaining unit members may elect to receive payment of their accumulated sick leave balance as follows:

After 4 years up to 30%

After 6 years up to 40%

After 8 years up to 50%

Payment of the elected sick leave shall be at the rate of one (1) day's pay for every two (2) days elected, up to the maximum percentage specified above, at the employee's then current rate. Payment shall be evenly distributed over the next five (5) years of

employment and paid with the employee's regular salary payments. Should the employee leave the employ of the District prior to the expiration of the five (5) years, the payments shall be discontinued, and remaining days added back to the employee's accumulated bank. The election shall be made by July 1. Subject to the above, employees may elect to participate at any time they are eligible, but may make only one (1) election, and at the time of that election, must elect the percentage of days to be paid out. Employees who have elected a payout of sick days under this plan may, however, at any time, decide to opt out of the plan and reclaim the sick days that have not yet been paid. All elections or opt outs must be in writing on a form to be supplied by the District.

ARTICLE XII - DUES CHECK-OFF

A. The District agrees to deduct from the salaries of unit employees dues for the Association as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Association.

B. Deductions referred to above shall be made in the following manner:

1. The Association shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Association.

2. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay

period in October, and thereafter in every other pay period.

3. No later than thirty (30) days prior to the second scheduled pay date in October, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.

C. Additional authorizations, submitted after the schedule set forth in paragraph 2 (c) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2 (b).

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

E. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Association upon receipt of any such notice. Said withdrawal shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

ARTICLE XIII - GENERAL

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

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

ARTICLE XIV - CONCLUSION

This Agreement entered into by the District in the exercise of its authority under the provisions of law provides terms and conditions for the joint relationship of the District and the Association.

At the same time, it is the purpose of this Agreement to preserve the complete authority of the District to take action not inconsistent with any provision of this Agreement in respect of the policies and administration of the school system which it exercises under the provisions of law.

With such a definition of the respective rights and obligations of the parties, the parties hereto believe that the Agreement will thus provide the basis for making more effective and efficient the school system of Harborfields Central School District.

ARTICLE XV - SECTION 204-a NOTICE

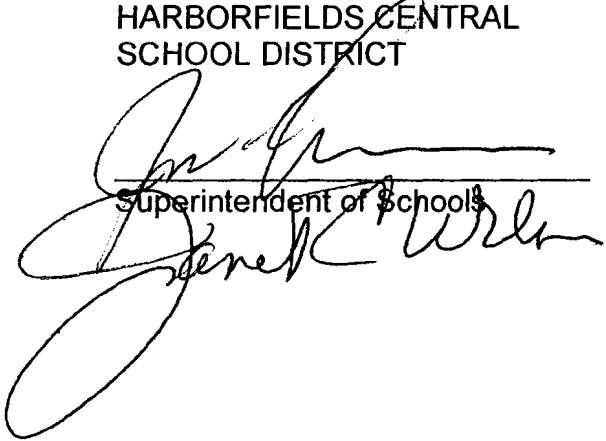
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

HARBORFIELDS BUILDING
ADMINISTRATORS ASSOCIATION

By 
President - HBAA

HARBORFIELDS CENTRAL
SCHOOL DISTRICT


Superintendent of Schools