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Union: **Hawthorne Cedar Knolls Para Professionals, NYSUT, AFT, AFL-CIO**

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**AGREEMENT  
BETWEEN THE  
  
BOARD OF EDUCATION  
OF THE  
HAWTHORNE CEDAR KNOLLS UNION FREE  
SCHOOL DISTRICT**

**AND**

**HAWTHORNE CEDAR KNOLLS  
PARA PROFESSIONALS, LOCAL 6080, NY-  
SUT, AFT, AFL-CIO**

**JULY 1, 2008—JUNE 30, 2013**

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**PREAMBLE**

This Agreement is made and entered into as of July 1, 2008 by and between the Board of Education of the Hawthorne Cedar Knolls Union Free School District (hereinafter "District" or Board") and the Hawthorne Cedar Knolls Para Professionals, Local 6080, NYSUT, AFT, AFL-CIO (hereinafter "Association" or "Union") pursuant to Article 14 of the Civil Service Law.

**ARTICLE I—RECOGNITION**

The Hawthorne Cedar Knolls Union Free School District Board of Education having determined that the Hawthorne Cedar Knolls Para Professionals is supported by a majority of the Aides in a unit composed of all Aides, hereby recognizes the Hawthorne Cedar Knolls Para Professionals as the exclusive negotiating agent for the full and part time aides in such unit. Such recognition shall be for the maximum period allowable under Section 208 of the Public Employees Fair Employment Act. Furthermore, such recognition shall be continuous unless challenged by a bona fide employee organization showing membership and support of at least 30% of the employees in such negotiating unit within the thirty days before expiration of this Agreement by petition seeking recognition as the exclusive negotiating agent for the employees in such unit pursuant to Section 208(2) of the Public Employees Fair Employment Act.

**ARTICLE II—DURATION**

The Agreement will be effective July 1, 2008 and will continue in full force and effect through June 30, 2013. Negotiations for a successor agreement will commence four months prior to the expiration of the agreement.

**ARTICLE III—MANAGEMENT RIGHTS CLAUSE**

Subject to the provisions of the Agreement and any Taylor Law obligations that otherwise exist and which are now waived by this provision, the Employer retains that rights it had prior to recognition of the union including, but not limited to the following:

- A. to direct the work of its employees;
- B. to hire, promote and retain employees, to terminate probationary employees and to discharge or to take disciplinary action against employees who have completed their probationary periods provided such discharge or discipline is for just cause;
- C. to maintain the efficiency of the operation;
- D. to determine the services to be rendered by the employer;
- E. to be the policy-making and governing body

**ARTICLE IV—DUES DEDUCTION AND AGENCY FEE**

The District will collect dues from Union members by the system of dues deduction. The District shall remit such monies to the Union monthly. For those employees of the bargaining unit who are not members of the Union, the District shall deduct an amount equivalent to the

dues payable to the Union by a member. The District shall remit such monies to the Union monthly. The District shall have no responsibility for such monies once they are remitted to the Union.

#### **ARTICLE V—ASSOCIATION RIGHTS**

A. **Activities.** All activities of the Association shall be carried on after school hours; however, Association business may be conducted during school hours without loss of pay when necessary, provided it is of reasonable duration and there is no interference with the educational program. If it is necessary to engage in Association activities during the regular school day, arrangements must be made with the building administrator. The Association agrees not to abuse this provision.

B. **Association Business.** The President of the Association, or his designee, shall be granted two (2) days a year, without loss of pay, to attend conferences, conventions or to conduct Association business. The President of the Association shall inform the District, in writing, at least two weeks prior to the time such days will be used.

C. **Bulletin Boards.** The Board shall provide the Association with a bulletin board in each of the schools and/or places of work of bargaining unit members. The bulletin board shall be in a convenient place and shall be for the exclusive use of the Association for notices and information relative to Association business.

D. **Notice of Bargaining Unit Openings.** The Board shall inform, in writing, the President of the Association of all openings for positions and vacancies within the bargaining unit. The open positions and vacancies shall be posted in each building prior to the date upon which applications close. Bargaining unit employees applying for the open positions and vacancies whose qualifications equal those of outside applicants shall receive preference.

E. **Notice of Employees.** The Board shall inform, in writing, the President of the Association of all new bargaining unit employees within fifteen (15) days of their initial hire.

F. **Copies of this Agreement.** The Board shall furnish each present member of the bargaining unit with a copy of this Agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this Agreement by the Board.

#### **ARTICLE VI—SCHOOL YEAR**

Bargaining unit employees shall work and be paid the same number of days as teachers. The school district calendar shall be attached to this contract.

#### **ARTICLE VII—COMPENSATION**

A. **Salary.** Hourly salaries shall be increased by \$0.30 in each year of the contract. The increase for the 2008-2009 contract year will be effective January 1, 2009. Increases in the remaining years of the contract will be effective July 1<sup>st</sup>. Effective July 1, 2010, a new step 15 will be added to the schedule with a value of \$0.50 above step 14.

**B. Salary Schedules**

<b>Step</b>	<b>2008/09*</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>	<b>2012/13</b>
<b>1</b>	\$11.75	\$12.05	\$12.35	\$12.65	\$12.95
<b>2</b>	\$12.25	\$12.55	\$12.85	\$13.15	\$13.45
<b>3</b>	\$12.75	\$13.05	\$13.35	\$13.65	\$13.95
<b>4</b>	\$13.25	\$13.55	\$13.85	\$14.15	\$14.45
<b>5</b>	\$13.75	\$14.05	\$14.35	\$14.65	\$14.95
<b>6</b>	\$14.25	\$14.55	\$14.85	\$15.15	\$15.45
<b>7</b>	\$14.75	\$15.05	\$15.35	\$15.65	\$15.95
<b>8</b>	\$15.25	\$15.55	\$15.85	\$16.15	\$16.45
<b>9</b>	\$15.75	\$16.05	\$16.35	\$16.65	\$16.95
<b>10</b>	\$16.25	\$16.55	\$16.85	\$17.15	\$17.45
<b>11</b>	\$16.75	\$17.05	\$17.35	\$17.65	\$17.95
<b>12</b>	\$17.25	\$17.55	\$17.85	\$18.15	\$18.45
<b>13</b>	\$17.75	\$18.05	\$18.35	\$18.65	\$18.95
<b>14</b>	\$18.25	\$18.55	\$18.85	\$19.15	\$19.45
<b>15</b>	n/a	n/a	\$19.35	\$19.65	\$19.95
* new rates effective January 1, 2009					

Employees shall advance one step on the salary schedule in 2008-2009, one step on the salary schedule in 2009-2010, one step on the salary schedule in 2010-2011, one step on the salary schedule in 2011-2012; and one step on the salary schedule in 2012-2013.

Salaries shall be annualized over a 10 months period (September-June) for all employees hired after 7/1/98 and working 32 ½ hours a week and employees hired before 7/1/98 who work 29 ½ hours per work or more. Separate checks will be issued for employment during one or both sessions of the extended school year program.

**The following is the procedure for determining an employee's annual salary:**

The employee's hours per day will be multiplied by the number of workdays in the school year.

This annual salary will be divided by twenty (the number of payroll periods in the regular school year) and paid to the employee by check on the 15<sup>th</sup> of every month during the school year or the working day closest thereto and the last school day of each month. However, there will be a lag of one payroll period (that is, an employee who begins work on September 1<sup>st</sup> will not receive a paycheck on September 15<sup>th</sup>, but will receive a paycheck on September 30<sup>th</sup>, and his/her final paycheck will be available after the school year ends, on July 15<sup>th</sup>.)

**C. Step Increases.** For the purpose of step movement, those employees hired between July and January shall have a July anniversary. Those employees hired between February and June shall have a February anniversary.

**D. Lateness:** All late arrivals beyond 15 minutes daily shall be docked in quarter hour increments. Scanning more than 15 minutes late will result in a loss of pay of 15 minutes and in each 15-minute interval after that the employee will be docked 15 minutes. Scanning out

more than 5 minutes early will result in a loss of pay. The early scan out does not allow an employee to leave early. The employee must report to his/her building administrator immediately anytime he/she fails to properly scan in or out. Whenever an employee is absent from work, he/she must call in and report to his/her building's administrator with a reason (sick day, personal day, bereavement leave). An employee must sign his/her scan sheet for each pay period. *Effective July 1, 2009*, when an individual is late for work, he/she must report this lateness to the principal's office. When lateness occurs more than on a limited basis, the individual may be warned by the administration. If lateness continues after such warning, the individual may be disciplined up to and including discharge.

E. **Overtime:** Employees who work hours in excess of 32 ½ hours a week shall have the option of receiving salary of 1 ½ time their regular hourly salary rate or compensatory time equivalent to the hours worked.

F. **Substitute Pay:** Employees who substitute for teacher shall be paid a \$20.00 stipend for ½ day and a \$40.00 stipend for a full day. No non-certified bargaining unit employee may substitute for more than forty (40) day in any school year. The stipend shall be in addition to the employee's regular salary. A half day shall be defined as three (3) hours, e.g. 9:00 a.m. – 12:00 noon; 12:00 noon – 3:00 p.m.

G. **On-Call Employees:** For on-call employees (September through June), step movement will be paid only if the employee has worked a minimum of 90 days in the preceding school year. For on-call employees (September through June), a longevity "year of service" will be counted only if the employee has worked a minimum of 90 day in any school year.

H. **Weather Emergency:** When schools are closed or delayed due to weather emergency, employees will receive regular compensation for that day(s).

I. **Longevity:** The longevity increments shall be paid on October 15<sup>th</sup> for employees with September through January start dates, and paid on February 15<sup>th</sup> for employees with February through June start dates. The longevity payments shall be as follows:

Year	10 years	15 years	20 years	25 years
2008/09	\$1,216	\$1,823	\$2,431	n/a
2009/10	\$1,250	\$1,850	\$2,475	n/a
2010/11	\$1,275	\$1,880	\$2,510	n/a
2011/12	\$1,300	\$1,910	\$2,545	n/a
2012/13	\$1,325	\$1,940	\$2,580	\$3,000

J. **Jury Duty:** Any bargaining unit employee who is required to serve on jury duty while school is in session will receive full salary during the period of such service. Any payment received by the employee for jury duty shall be remitted to the District, except transportation costs and meal allowances.

K. **Attendance Bonus:** *Effective July 1, 2009*, members of the bargaining unit who have a perfect annual attendance record will receive a perfect attendance bonus of \$400.



## **ARTICLE VIII—BENEFITS**

A. **Health Insurance.** Employees shall have the right to purchase health insurance through the Statewide Schools Cooperative Health Plan.

B. **Vision Plan.** Effective July 1, 2005 a vision plan will be made available. Unit members with four (4) or more years of continuous employment in the District are eligible to enroll. The District will contribute a maximum of \$100/year toward the cost of the plan per participating unit member in 2005/06 and 2006/07. Effective July 1, 2007, this amount will increase to a maximum of \$125/year per participating unit member.

C. **Uniforms.** Teacher Aides/Crisis Intervention Specialists who are not assigned to a classroom are expected to report for duty dressed in their uniform. There will be no facilities on campus for changing. The District will provide the following uniform components: Military-type Sweater (1), Shirt/Blouse (3), Ties (clip-on), Slacks (2 pairs). The clothing will be of a washable material. The District will replace, at no expense to the employee, any of the distributed articles described above when they are lost or damaged during the performance of the employees' duties. The employees who receive these uniforms will be subject to discipline for failure to maintain the distributed clothing in a well groomed, ironed and cleaned condition. Failure of such an employee to wear the uniform can subject said employee to discipline. The purpose of uniforms is to insure that employees whose responsibilities are to insure safety and security on campus are easily identifiable.

## **ARTICLE IX—LEAVE DAYS**

A. **Sick Leave Days:** The sick leave allowance shall be available only after three months service in the regular school year. Employees will be granted 5 sick days per year; an employee who works less than 22 ½ hours per week shall receive 2 sick days. Days may accumulate to 15 days. Employees with at least fifteen (15) sick days as of June 1<sup>st</sup> each year may choose to convert up to 5 sick days to cash at their daily rate of pay. Such payment shall be made in June. The sale of sick days cannot result in the employee's sick leave balance falling below fifteen (15) days.

Notwithstanding the above, effective July 1, 2005, bargaining unit members with five (5) years of continuous employment in the District will be granted an additional three (3) days of sick leave (for a total of 8 days) and bargaining unit members with ten (10) or more years of continuous employment in the District will be granted an additional two (2) days of sick leave (for a total of 10 days). The limit on the number of days which these bargaining unit members may accumulate will be increased correspondingly.

B. **Personal Days:** Two personal days per school year will be granted. Unused personal days for full time employees may be rolled over to sick days in the following year; not to exceed the accumulation limits set forth in Section A above. Additional days may be granted at the discretion of the Superintendent upon written application to the Superintendent. An employee who works less than 22 ½ hours a week shall not receive any personal days.

C. **Holidays:** The District will pay regular compensation for four (4) four holidays: Christmas Day, New Year's Day, Thanksgiving and the Day after Thanksgiving. ***Effective July 1, 2009*** the District will pay regular compensation for an additional holiday, Dr. Martin

Luther King, Jr. Day. An employee who works less than 22 ½ hours a week shall receive no holidays. Holiday pay will not be included in determining an employee's annual salary. Instead, payment for holidays will be made twice a year, two days (Thanksgiving and the day after Thanksgiving) being paid with the first pay check in January and two days (Christmas day and New Years day) being paid with the last pay check in June. Effective with the 2009-2010 school year, three days (Christmas Day, New Years Day and Dr. Martin Luther King, Jr. Day) will be paid with the last pay check in June. To be eligible for holiday pay, a bargaining unit member must be on payroll as of the date of the holiday **and** the date on which payment for that holiday is due.

D. **Bereavement Leave**: Four days leave will be granted for death of the following family members: parent, spouse, child, sibling, mother/father-in-law, grandparent, grandchildren, or relative living in the same household. An employee who works less than 22 ½ hour per week shall receive three bereavement days. One day leave will be granted for death of the following family members: uncle, aunt, cousin, brother/sister-in-law. *Effective July 1, 2009*, up to one day per year may be taken for other family members not listed above. The parties will attempt to define “domestic partner” for the purpose of this benefit.

E. **Child Care Leave**: Employees shall be granted an unpaid child care leave for the period of up to one year, the exact length to be decided by the teacher aide and the Superintendent of Schools and approved by the Board. Reinstatement after child care leave will take place at the beginning of the school year in September. Whenever possible, the employee shall provide at least six months notice before his/her planned return to the District. However, the District may permit the employee to return sooner. Employees shall be permitted to apply for a one-year extension of the child care leave.

## **ARTICLE X—WORKING CONDITIONS**

### A. **Assignments**

1. The District shall have the right to schedule the workday and work week of employees to meet the needs of the District. All hours assigned shall be continuous.

2. Employees shall be assigned 6 ½ hours a day, which shall include a paid thirty (30) minute duty free lunch. If an employee is asked to work during lunch, the employee shall have the option of being paid his regular rate of pay or receiving compensatory time.

3. Every effort shall be made to give employees appropriate assignments. If an employee receives a major change from his/her current assignment, the employee, if possible, will provide appropriate training for the new assignment.

4. Employees will be notified by September 1<sup>st</sup> of the new school year of their tentative assignments.

5. *Effective July 1, 2009*, as part of their professional responsibility, unit members are expected to supervise students for the duration of the work day, including the time between periods. Unit members shall notify appropriate personnel if an incident occurs that may involve the safety and security of students or staff.

B. **Seniority Lists**. The District will establish and maintain two separate seniority lists; one for crisis intervention (non-classroom) aides; and another for all other aides.

C. **Job-Related Education/Training**. The District will support appropriate attendance with the approval of the Superintendent of Schools at employee-related in-service training opportunities. Attendance on regular school days will be compensated at the normal rate. *Effective July 1, 2009*, \$2,000 will be allocated for reimbursement of costs incurred by members of the bargaining unit for successful completion of training pre-approved by the Superintendent. The maximum reimbursement will be \$100 per course per member per year and the total amount of reimbursement in any one school year will be limited to \$2,000. To receive reimbursement a member must (1) obtain pre-approval for the course from the Superintendent; and (2) submit proof of successful completion of the course. The decision of the Superintendent shall be final and not subject to the grievance or arbitration provisions of the contract. Reimbursement will be made in the final regular pay check in June. In the event that two thousand dollars (\$2,000) is insufficient to permit reimbursement for all courses, reimbursement shall be made on a pro-rata basis.

D. **Personnel File**. An employee shall have a right at any time to request permission to see his/her personnel file, or the items being placed in the file. The District will notify an employee within a reasonable period of time that a document has been placed in his/her personnel file. An employee shall have the right to append a response to any document being placed in the file. Personnel files may not be removed from the office in which it is kept and the Superintendent or his designee will remain in the room while the file is being reviewed.

E. **Lounge**. The Board will make every effort within the limitations imposed by its relationship with the institutions it serves, to provide one employees' lounge for the elementary school, the high school, Linden Hill and Geller House.

F. **Discipline and Discharge**. No employee who has been employed for at least three (3) consecutive years shall be disciplined or discharged except for just cause.

G. **Professional Image**. The District and the Union agree that all members of the bargaining unit should project a professional image on the grounds or while engaged in any school-related activity. To that end, work attire should be neat, modest and appropriate to the unit member's duty assignment.

H. **Therapeutic Crisis Intervention Training**. *Effective July 1, 2009*, all members of the bargaining unit will be required to be trained and certified in Therapeutic Crisis Intervention. This training shall be given at no cost to the employee. If the training is given during non-regularly scheduled work time, the employee shall be compensated at time and one-half his/her regular hourly rate upon completion of the course. If additional training is required to maintain certification, the above shall apply to the additional training.

I. **Direct Deposit**. Any member of the bargaining unit who receives his/her salary by paper pay check may elect have his/her salary deposited directly into a bank account of his/her choosing. Any member of the bargaining unit who makes the change to direct deposit, including all members of the bargaining unit who currently have direct deposit will continue to have direct deposit and may not change back to having a paper check. All employees hired into the bargaining unit following ratification of this agreement are required to have direct deposit only.

**J. Evaluation.** All members of the bargaining unit will be evaluated annually by a supervisor using a form mutually agreed to by the District and the Union.

## **ARTICLE XI—GOOD AND WELFARE**

**A.** The Union Good and Welfare Committee and the Superintendent of Schools will meet at least four (4) times a year to discuss the administration of this Agreement and any other subjects of mutual concern. Either party can request additional meetings as needed.

### **B. LOSS REIMBURSEMENT FUND**

1. The District agrees to establish a Loss Reimbursement Fund in which teachers and other employees of the District will be eligible to participate. The sole purpose of the Fund will be to reimburse participating District personnel for damage to their personal property that occurs on School Grounds between September 1 and June 30 of each school year or during a summer school session, as the result of action by a student.

2. An employee may participate in the Fund by executing, on or before September 1 of each year, a written authorization instructing the District to deduct ten dollars (\$10.00) from the employee's annual salary, to be deposited in the Fund. The District will contribute ten dollars (\$10.00) to the Fund for each contributing employee.

3. The Fund shall be administered by the District and will be held in a separate interest-bearing account. Within sixty (60) days of the conclusion of each school year, the District will provide the Union with an accounting of all contributions to and expenditures by the Fund during the preceding year.

4. Claims for reimbursement from the Fund must be submitted in writing by the participating employee to the Superintendent of Schools within fifteen (15) days of the date on which the property damage occurred. Claims must detail the nature, cause, and time and place of the damage; the name(s) of witness(es) to the damage; the name(s) of the student(s) who caused the damage; proof of loss; and a statement as to what portion, if any, of the loss was, or will be, reimbursed by private insurance. Reimbursement will be paid only for property damage that occurs between September 1 and June 30 or during a summer session worked by the claimant; only in cases where there is proof (consisting of eyewitnesses observation or admission by the student), satisfactory to the Superintendent, that the damage occurred on School Grounds and was caused by a student; and only for losses not reimbursed by insurance. The Superintendent, in his sole discretion, shall determine whether a claim for reimbursement from the Fund.

5. Claims approved by the Superintendent for reimbursement shall be held until June 30 of each contract year. In order to be eligible for reimbursement by the Fund at the end of the contract year, an employee must have participated in the Fund for that entire school year and have contributed to the Fund during each month of that school year and during each month that the employee worked a summer school session. As soon after June 30 as is practicable, the Disbursement Committee shall meet to determine the total amount of all approved, eligible claims against the Fund from the preceding contract year, and the total amount of the Fund. If the amount in the Fund exceeds the total of all approved, eligible claims against the Fund, the Superintendent will cause all such claims to be paid in full. If the total amount of all approved, eligible claims against the Fund exceeds the amount in the Fund, the Superin-

tendent will cause a percentage of each claim to be paid. The percentage shall be determined by multiplying the amount of each claim by a fraction, the numerator of which is the amount of the Fund on June 30, and the denominator of which is the total of all approved claims against the Fund. The pro rata payment of a claim pursuant to this paragraph shall fully extinguish the claim. The Disbursement Committee shall consist of the Superintendent of Schools, the Business Manger of the District, and the President of the Union (or his designee).

6. In the event that monies remain in the Fund after all approved, eligible claims against the Fund have been paid in accordance with the previous Paragraph, such monies shall be held in the Fund for reimbursement of losses due to property damage, pursuant to this Article, in future years. However, unpaid claims may not carried over from year to year, and claims for damage occurring during one contract year may not be submitted to the Fund for reimbursement during a subsequent contract year.

7. In the event that operation of or contribution to the Fund is terminated for any reason, monies in the Fund shall not revert to the District or to participating employees. Such monies shall continue to be held by the District in a separate interest-bearing account and shall be distributed solely for the purpose and pursuant to the procedures set forth in this Article, until the monies are exhausted. During this period, the employees eligible for reimbursement by the Fund shall be only those who were participating in the Fund as of the date on which operation of or contribution to the Fund was terminated.

8. If fewer than fifty (50) employees elect to participate, this Article shall not be implemented.

## **ARTICLE XII—GRIEVANCE PROCEDURE**

### **Section 1—Basic Principles.**

A. A “grievance” is a complaint by any unit member or group of unit members or the Association concerning an alleged misinterpretation or misapplication of any provision of this Agreement.

B. It is the intent of the parties that all grievances shall be resolved at the lowest level possible.

C. Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reason therefore, and will be promptly transmitted to the Hawthorne Cedar Knolls Union Free School District representatives processing the grievance and to the grievance and to the employees(s) initiating the grievance.

D. Time Limits: (1) Days referred to in this procedure shall mean working days; (2) the time limits specified for either party may be extended by mutual agreement.

### **Section 2—Grievance Levels.**

A. **Level One.** A grievance of an employees(s) or Association shall be presented on the agreed upon grievance form to the immediate Supervisor (Building Principal) within twenty (20) days from the occurrence of the cause giving rise to the complaint. Within fifteen (15) days of the receipt of a written grievance, the immediate supervisor will schedule a

grievance meeting and render a written decision within fifteen (15) days from the grievance meeting.

**B. Level Two.** If the grievance is not resolved at Level One, the grievant(s) shall have ten (10) days to appeal to the Superintendent or his/her designee. Within ten (10) days of the appeal to Level Two, a grievance meeting shall be held and a written decision will be sent to the grievant(s) and the Association within ten (10) days of the meeting.

**C. Level Three.** In the event such grievance is not resolved at the preceding step of the grievance procedure, the Association shall have ten (10) days to appeal the same in writing to the Board of Education. Within fifteen (15) days of the appeal to Level Three, a grievance meeting shall be held and a written decision will be sent to the grievant(s) and the Association within ten (10) days of the meeting.

**D. Level Four.** Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a written Demand for Arbitration with the Board of Education, with a copy to the Superintendent of Schools, and the American Arbitration Association. The selected impartial arbitrator will have authority only to decide if the contract has been violated. The arbitrator shall have no power or authority to order any remedy or to make any decision which is contrary to law or rules or regulations having the force and the effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the arbitrator shall be advisory. The cost for services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Union.

### **Section 3—General Provisions.**

A. An employee grievant may be represented at all stages of the grievance procedure by a representative of the Association.

B. The Association has the right to be in attendance and to present its views at any and all employee grievance conferences.

C. An appeal to arbitration of an employee grievance may only be taken by the Association.

### **ARTICLE XIII—EXTENDED SCHOOL YEAR PROGRAM**

Employees must apply for positions in the extended school year program. The final decision regarding staffing of the position shall be made by the Superintendent. Employees may apply to work in one or both sessions. An employee's assignment shall be the same as of the following September. One leave day per session shall be permitted. Any unused summer leave allowance (one day per session) will be created to the employee's regular year leave balance.

Employees shall be notified as to appointments no later than May 30<sup>th</sup>. Every reasonable effort shall be made to notify employees by May 15<sup>th</sup>.

**ARTICLE XIV—MISCELLANEOUS**

A. **Priority of Agreement.** Where the provisions of this Agreement are in conflict with district policy or individual unit agreement, this Agreement shall govern except as provided by Law.

B. **Effect of Agreement.** This Agreement shall supersede all rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

C. **Matters Not Covered.** With respect to matter involving wages, hours or working conditions not covered by this agreement which are proper subjects for collective bargaining and not within the policy area, the Board agrees that it will make no changes in established practices without appropriate consultation and negotiations with the Union.

D. **No Strike Pledge.** The Association agrees that neither it nor the employees it represents shall engage in any strike. The Association further agrees that it shall not cause, instigate, encourage or condone any strike.

E. **Ratification.** No final agreement shall be executed without ratification by the Union and the Board of Education.

F. **Taylor Law Mandate.** §204-A. "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."

G. **Savings Clause.** If any provision of this Agreement is, or shall at any time, be declared to be contrary to law, then such provision shall not be applicable or performed or enforced, and all other provisions of this Agreement shall continue in full force and effect.

**SIGNATURES**

In witness whereof, the parties to the Agreement, having obtained authorization to execute this Agreement, set their hands on the date(s) indicated below.

**HAWTHORNE CEDAR KNOLLS  
USFD BOARD OF EDUCATION**

**HAWTHORNE CEDAR KNOLLS  
PARA PROFESSIONALS**

By: \_\_\_\_\_  
President  
Date: June \_\_, 2009.

By: \_\_\_\_\_  
President  
Date: June \_\_, 2009