AGREEMENT

Between

UNIONDALE UNION FREE SCHOOL DISTRICT

And

UNIONDALE SECRETARIAL ASSOCIATION

Effective: July 1, 2018 – June 30, 2023
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AGREEMENT made this 7th day of June, 2019, by and between UNIONDALE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK (hereinafter referred to as the District), and the UNIONDALE SECRETARIAL ASSOCIATION (hereinafter referred to as the Association).

WITNESSETH:

WHEREAS, the Association has heretofore been certified as the bargaining agent for the clerical negotiating unit for employees of the District under and pursuant to Article 14 of the Civil Service Law of the State of New York, as amended; and

WHEREAS, after negotiations the parties have agreed upon certain terms and conditions of employment which shall be effective for the duration of this agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, terms and conditions hereinafter set forth, the parties have agreed one with the other as follows:

ARTICLE I – TERM OF AGREEMENT

This Agreement shall be effective for a five (5) year period beginning July 1, 2018 and terminating June 30, 2023.

ARTICLE II – RECOGNITION

The Association is hereby recognized pursuant to Article 14 of the Civil Service Law as the exclusive bargaining agent for all regular salaried clerical employees of the District, excluding secretaries to the Superintendent, Assistant Superintendent for Instruction, Assistant Superintendent for Business Affairs, and the Personnel Administrator.
ARTICLE III—HOLIDAYS

Twelve-month employees shall have paid holidays on the days listed below provided school is closed on those days:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Election Day</th>
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<tbody>
<tr>
<td>Presidents’ Day</td>
<td>Good Friday</td>
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<tr>
<td>Veteran’s Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
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<tr>
<td>Independence Day</td>
<td>Christmas Eve Day</td>
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<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td></td>
<td>New Year’s Eve Day</td>
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</table>

In the event school is in session on any of the above-mentioned holidays, the parties shall mutually agree on another day off.

Provided that school is actually closed, twelve (12) month employees covered by this Agreement shall receive the following paid holidays:

<table>
<thead>
<tr>
<th>Columbus Day</th>
<th>Martin Luther King Day</th>
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<tbody>
<tr>
<td>Holy Thursday</td>
<td>Yom Kippur</td>
</tr>
<tr>
<td>Rosh Hashanah</td>
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</tbody>
</table>

If any employee is required by the District to work on any of the above-designated holidays when school is not in session, said employee shall be paid time and one-half for the period worked and shall be granted compensatory time off for the period worked.¹

ARTICLE IV—VACATIONS

A. All members of the unit who are employed on a twelve (12) month basis shall be entitled to vacation allowance according to the following schedule:

<table>
<thead>
<tr>
<th>Fiscal Year (July 1 – June 30):</th>
<th>No. of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st fiscal year of employment (Date of appointment thru June 30)</td>
<td>0</td>
</tr>
</tbody>
</table>

¹ In the event that there is no weeklong recess during the week of Lincoln’s Birthday, but school is not in session on Lincoln’s Birthday, then Lincoln’s Birthday shall be an additional holiday in such a year.
Starting in 2nd fiscal year of employment
(Pro rata based on date of appointment –
See Section C of Article V)
Starting in 3rd fiscal year of employment 10 (Max.)
Starting in 4th fiscal year of employment 10
Starting in 5th fiscal year of employment 12
Starting in 6th fiscal year of employment 12
Starting in 7th fiscal year of employment 15
Starting in 8th fiscal year of employment 15
Starting in 9th fiscal year of employment 15
Starting in 10th fiscal year of employment 15
Starting in 11th fiscal year of employment 15
Starting in 12th fiscal year of employment and each year thereafter 21

B. In the event of termination of employment before the end of a vacation year, twelve-month employees who have been employed in the District for more than one year immediately preceding such termination shall be paid for their accumulated vacation according to the following guidelines:

6 months of service (January 1) one-half of their vacation entitlement
9 months of service (April 1) three quarters of their vacation entitlement
12 months of service (July 1) full vacation entitlement

The provisions of this section shall not apply to those employees terminated for just cause.

C. Any 12-month employee hired after July 1 shall be entitled to a pro rata vacation during the July or August following his/her date of employment, provided he/she has worked two months or more.

D. No vacation entitlement, or portion thereof, may be accumulated or added to a vacation entitlement for a subsequent year, and if not taken during the twelve-month period following the date it is considered earned, it shall be deemed waived without further obligation of the District.
E. Vacation schedules shall be mutually agreed upon by the concerned employee and the supervisor involved.

F. 1. When a member of the unit transfers from a ten-month to a twelve-month position, vacation entitlement shall be determined in the following manner:

   (a) For a full-time employee, the number of months actually worked by the employee as a contract employee (not substitute) will be added and then divided by twelve (12) to determine the number of years employed;

   (b) For a part-time employee, the number of months actually worked by the employee as a contract employee (not substitute) will be added and then divided by two (2), then divided by twelve (12) to determine the actual number of years employed;

   (c) When transfers occur during July and August, the vacation entitlement will commence during that summer;

   (d) When the transfer occurs during the school year, the vacation entitlement shall commence the first summer following the transfer on a prorated basis.

2. In the event an employee's work year is changed from twelve (12) months to ten (10) months, the employee shall follow the ten (10) month work schedule and shall be paid for all unused accrued vacation at the time the work year is changed.

**ARTICLE V – LEAVES**

A. *Immediate Family:* is defined for purposes of this article as: an employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brother, sister, or other relatives for whose financial or physical care the employee is responsible. An employee shall not be considered responsible for said "other relative" unless said person resides in the same residence as the employee and is deductible upon the employee's United States Income Tax Return.
B. **Leaves Because of Illness of Someone Other Than a Member of the Association:**

An employee shall be granted leave with pay, chargeable to sick leave for the following reasons:

1. If absence is necessitated by exposure to contagious disease in which the health of students or other employees would be impaired by the employee’s attendance. Such absence shall be subject to the approval of the school doctor whose decision as to necessity shall be final.

2. In the case of illness or serious injury to a member of the employee’s immediate family which necessitates the employee’s absence from work because of the need for the personal attention of the employee. This leave shall be limited to a maximum of twelve (12) days per year.

C. **Death Leave:** An employee shall be granted up to a maximum of five (5) days leave with full pay during the school year for the death of each member of the employee’s immediate family and the employee’s stepchildren or grandchildren, provided that the employee attends the services, if any, for the deceased. All bereavement leave must be taken on consecutive days, except in extraordinary circumstances as approved by the District, which approval will not be unreasonably denied. Such leave shall be taken promptly after the death. Such leave shall not be cumulative if unused and shall not be charged against sick leave. In the event of the death of an employee’s spouse, child, step-child, or grandchild the leave may be extended to a maximum of ten (10) days. In the event of a death of a relative not in the immediate family, or the death of a close friend, the employee may take personal business leave. In extraordinary circumstances, the Superintendent may, in his/her
sole, unreviewable discretion, grant permission to take paid death leave days for the death of individuals not in the employee’s immediate family.

D. **Personal Business Leave:** Employees hired on or after July 1, 1976 shall be allowed up to two (2) days of leave with full pay during each school year for the purpose of transacting or attending to personal business which requires absence during school hours. A list of acceptable reasons for such leave days is contained in Appendix A annexed hereto. Except in emergencies, an employee desiring to leave hereunder shall give his or her building principal or immediate supervisor written applications therefore at least three (3) school days in advance of the day he or she proposes to be absent. Such leave shall not be cumulative and shall be subject to the Board through the Superintendent of Schools. Said application shall indicate which of the approved reasons set forth in Appendix A is the basis for the absence. Approval will not be denied except in the event of an emergency.

Personal business leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. It is not for casual or indiscriminate use. Any employee who by willful misrepresentation violates this policy shall forfeit any further right hereunder until reinstated by the Board on recommendation of the Superintendent of Schools.

E. **Sick Leave:** Each employee shall be credited with ten (10) days sick leave per year for each of the first three (3) years of continuous employment and one (1) day per month beginning of the fourth (4th) year of continuous employment in the District, all of which shall be cumulative to two hundred (200) days.

F. **Sick Leave Bank:** The purpose of the Sick Leave Bank is to afford protection to members who suffer from a prolonged illness or absence due to injury.
A member who has exhausted all accumulated sick leave, and who must be absent due to a medically certifiable long-term illness or injury may draw upon the Sick Leave Bank. The use of days from the Bank will begin after absence of thirty (30) consecutive calendar days and continue up to ninety (90) consecutive calendar days of leave or until they become eligible for Long Term Disability, whichever comes first.

In no event shall a member be eligible to draw upon the Bank under the following circumstances:

1. Disability resulting from a Worker’s Compensation case.
2. Pregnancy that does not involve disability.
3. If receiving benefits from another source.

The Sick Leave Bank shall be administered by a Joint Committee consisting of a member appointed by the USA, the Assistant Superintendent for Personnel, and the Superintendent of Schools. The Joint Committee shall rule upon all applications.

Each member shall be eligible to voluntarily contribute up to ten (10) days of sick leave during each school year. Such contributions shall be made between September 1 – September 30 and June 1 – June 30 of each school year.

If, in a given school year, the total number of sick days in the Bank falls below one hundred (100), members shall have the opportunity to voluntarily contribute up to five (5) additional days from their accumulated sick leave.

G. Unused Leave Incentive Plan: The District agrees to pay a salary differential in the amount specified below to each employee covered by this Agreement, who, by his/her attendance record, becomes eligible for the Unused Leave Incentive Plan during the prior year. The Unused Leave Incentive Plan shall operate as follows:
Any employee who did not absent himself/herself from work at all in the year shall receive $500.00. Any employee who did not absent himself/herself from work for more than three (3) days in the year shall receive $300.00. Employees who receive the $500.00 differential are not eligible for the $300.00 differential. The absences referred to herein are those charged to Sick Leave under the terms of this Agreement. Payment shall be made in a single sum in a separate paycheck in August following the year of the outstanding attendance record.

H. Upon retirement, employees shall be paid three-fourths (3/4) day’s pay for each day of accumulated sick leave in excess of 100 days up to and including 185 days, and full pay for each day in excess of 185 up to and including 200 days provided that an employee must provide three (3) months' written notice of retirement in order to receive such retirement payment. The three (3) month notice requirement may be waived by the District in extraordinary circumstances beyond the employee's control, and such waiver shall not be unreasonably withheld.

I. Child Care Leave: Upon request, employees will be granted a leave of absence without pay not to exceed two (2) years duration for newborn child care purposes, and upon return from such leave shall be reinstated in the same or a comparable position, and shall advance to the next step on the salary schedule, but the time of absence shall not apply to any longevity increment calculations. Such leaves shall be without pay or other employee benefits except that an employee may, at his or her own cost and expense, continue as an enrolled member of his/her group benefit plan. The maximum total amount of child care leave that an employee may take during the course of their lifetime is five (5) years.
J. **On-the-Job Injuries:** Members of the unit hired on or after February 23, 1982, who are injured while on the job, shall apply for Workers’ Compensation benefits. However, the injured employee may use his/her sick leave entitlement under this Agreement for the waiting period prior to the commencement of Workers’ Compensation benefits. Thereafter, employees shall have the option of using their accumulated unused sick leave or Workers’ Compensation. In the event the employee determines to use his/her accumulated unused sick leave, the Employer shall be entitled to the Workers’ Compensation benefits for the period that the employee utilized his/her accumulated sick leave. In the event the disability continues beyond the period of accumulated sick leave, the employee may continue to use Workers’ Compensation benefits.

Members of the unit hired prior to February 23, 1982, who are injured while on the job, shall apply for Workers’ Compensation benefits and may use their sick leave for the waiting period prior to eligibility for Workers’ Compensation. Thereafter, the District shall pay the difference between the employee’s regular salary and Workers’ Compensation benefits for a maximum of one (1) calendar year, and thereafter Workers’ Compensation shall apply.

Thereafter, the disabled worker will be entitled to apply his/her accumulated sick leave for time lost as a result of the “on-the-job” injury and the money received from Workers’ Compensation will be turned over to the District. The money received by the District shall be used to “buy back” and reinstate sick leave days for the employee involved. The amount of days credited shall be based on the amount of days which can be purchased by the monies reimbursed from Workers’ Compensation at the employee’s daily rate of pay. Fractions of days shall not be counted.
Where possible, all employees shall provide the Business Office with notice of an on-the-job injury within 24 hours of the accident.

**ARTICLE VI – INSURANCE BENEFITS**

A. Health Insurance: Effective on July 1, 2017, all eligible unit members shall contribute 15.0% toward the cost of the New York State Health Insurance Program premium for individual and/or family coverage. Employee contributions shall increase in accordance with the following schedule:

- July 1, 2018: no increase
- July 1, 2019: increase by 1.0% to 16.0%
- July 1, 2020: no increase (remains at 16.0%)
- July 1, 2021: no increase (remains at 16.0%)
- July 1, 2022: no increase (remains at 16.0%)
- July 1, 2023: increase by an additional 0.5% to 16.5%

Members hired on or after October 29, 1984 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse’s coverage is comparable to the health insurance plan being provided by the District for other members of the bargaining unit. This shall not preclude the employee from enrolling for coverage at a time when he/she is aware that the spouse’s coverage will terminate. The enrollment date shall not allow for dual coverage.

Members who withdraw from health insurance coverage shall receive $3,000 for withdrawal from family coverage and $1,500 for withdrawal from individual coverage, provided that such amounts will become effective only if sufficient additional members beyond the number in 2012-13 withdraw from coverage so that the District realizes overall
savings at least equal to the increased cost of such payments. If, however, sufficient additional members beyond the number in 2012-2013 do not withdraw from coverage so that the District realizes overall savings at least equal to the increased cost of such payments, the payment to members who withdraw from health insurance coverage shall be $1,500 for withdrawal from family coverage and $750 for withdrawal from individual coverage. In order to be eligible for such payments, members must remain uncovered under such plan for a period of twelve (12) consecutive months. In order to obtain the opt-out payments, the member must have been enrolled in the particular plan (individual or family) for a minimum of one (1) year. Members who are currently receiving the opt-out payment will continue to be eligible for the payment irrespective of the one-year minimum enrollment requirement. Such payments shall be made at the end of the twelve (12) month period. Thereafter, such employees shall receive $250 in the first pay period of December, provided the employee has not received the initial payment within six (6) months.

Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the comparable plan of a spouse.

The District may switch carriers to another plan providing comparable coverage to the statewide plan. At least ninety (90) days’ notice shall be given to the Association. Such switch may not be made unless the District has switched for at least one other bargaining unit in the District.
For employees on the payroll prior to July 1, 1978, eligibility shall be determined as it has in the past. To be eligible for health insurance coverage, employees hired on or after July 1, 1978 must work a minimum of twenty (20) hours per week and earn a minimum of $5,000 per year.

Effective July 1, 1998, the District shall implement an IRC §125 Plan with regard to contributions made by employees toward the cost of their health insurance premiums and the opt-out payment for declining health insurance.

B. **Group Life Insurance:** The District shall provide a Fifty Thousand ($50,000) Dollar group term life insurance policy covering members of the unit.

C. **Dental Insurance:** The District agrees to pay the pro rata gross amount based on the same percentage figures as the Uniondale Teachers Association formula. No other payments shall be made under any circumstances by the District, but the District agrees to deduct and remit to the insurer such amount as insurer and the Association certify as the balances required from the employees’ salaries. The District shall have no further or other liability with respect to the dental insurance plan premiums.

D. **Long-Term Disability Insurance:** The District agrees to pay the pro rata gross amount based on the same percentage figures as the Uniondale Teachers Association formula. No other payments shall be made under any circumstances by the District, but the District agrees to deduct and remit to the insurer such amount as insurer and the Association certify as the balances required from the employees’ salaries. The District shall have no further or other liability with respect to the disability insurance plan premiums.

E. **Vision Plan:** The District shall provide unit members with the same vision plan (limited, however, to individual coverage) that is provided to teachers as of the date of
this Agreement. Unit members shall have the option (if allowed by the Plan) to obtain family
coverage at their own expense by paying the difference between individual coverage and
family coverage.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Policy: The purpose of these Grievance Procedures is to resolve satisfactorily
group or individual differences which would tend to unsettle or undermine the effective
functioning of the school system.

B. Definitions:

1. A “grievance” shall mean a complaint by an instructional employee that (1) there has been as to him/her a violation, misinterpretation, or inequitable application of any
of the provisions of this Agreement, or (2) that he/she has been treated unfairly or inequitably
by reason of any act or condition which is contrary to established Board policy or is contrary
to an established practice involving a term and condition of employment, except that the term
“grievance” shall not apply to any matter as to which (1) any rule or regulation of the State
Commissioner of Education has the force and effect of law, or (2) the Board of Education is
without authority to act.

2. The term “established practice” shall mean a common practice of the
school system involving a term and condition of employment as determined by the
Superintendent.

3. The term “instructional employee” applies to any employee covered by this
Agreement.

4. “Board” shall mean the Board of Education of the District.

5. “Association” shall mean the Uniondale Secretarial Association.
6. “Aggrieved party” shall mean any instructional employee filing a grievance, provided that beyond Step 1, the Aggrieved party must include the Association to proceed.

7. The term “days” shall mean working school days.

C. Procedural Stages

1. Step 1 – Building Level
   
a. An instructional employee having a grievance shall discuss it with his/her building principal or immediate supervisor with the objective of resolving the matter informally. The aggrieved party may appear alone or he/she may be represented by the Association. The presentation of such a grievance shall take place within fifteen (15) days following the act or condition which is the basis of the grievance.

   The aggrieved party and the building principal or the immediate supervisor, within seven (7) days of presentation of the grievance, shall confer on the grievance with a view of arriving at a mutually satisfactory resolution of the grievance.

   The building principal or the immediate supervisor shall communicate his/her decision regarding the grievance to the aggrieved party within seven (7) days after the conference.

   b. If the grievance is not resolved informally, it shall be reduced to writing on the proper form and presented to the building principal or the immediate supervisor within seven (7) days of receipt of the informal decision. Within seven (7) days after the written grievance is presented to him/her, the building principal or the immediate supervisor shall render a decision thereon in writing, a copy of which shall be sent to the aggrieved party, the Association President, and the Superintendent.
c. If the building principal or the immediate supervisor believes that he/she has no jurisdiction in the matter, he/she shall confer with the Superintendent. If the Superintendent agrees that the principal or immediate supervisor has no jurisdiction in the matter, Step 2 of this Grievance Procedure shall immediately be initiated.

2. Step 2 – Superintendent Level

No grievance may proceed beyond Step 1 without the support and participation of the Association. If the grievance is not resolved at the Building Level, the Aggrieved party may appeal to the Superintendent, within five (5) days after it has received the decision of the building principal or the immediate supervisor. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The Superintendent shall, upon request of the Association, within ten (10) days attempt to resolve the grievance informally.

Within fifteen (15) days of the receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall meet with and confer with the Aggrieved party on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance. The Aggrieved party and his/her representatives shall be given at least five (5) days’ notice of the conference and an opportunity to participate. The Aggrieved party shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute, and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement, or what is established policy or practice.

The Superintendent shall furnish the Association President with a copy of the appeal for Step 1, together with notice of the date of the conference.
The Superintendent, or his/her duly authorized representative, shall communicate his/her decision in writing, together with the supporting reasons, to the Aggrieved party, his/her representative, and the Association President, within ten (10) days of the conference.

3. Step 3 – Advisory Arbitration

No grievance may proceed to arbitration without the support and participation of the Association. A grievance dispute which was not resolved at Step 2 under the Grievance Procedure may be submitted by the Aggrieved party to arbitration for an advisory ruling if it involves the application or interpretation of this Agreement. A grievance dispute arising under “established policy and practice” may be submitted to arbitration for the sole purpose of obtaining an advisory determination as to whether policy or practice was disregarded or applied in so discriminatory, arbitrary, or capricious a manner as to constitute an abuse of discretion.

The proceeding may be initiated by filing with the District and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision at Step 2 under the Grievance Procedure. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved. The notice of arbitration filed with the AAA shall be accompanied by a request to appoint an arbitrator designated by the AAA from a panel of arbitrators maintained by that Tribunal.

The arbitrator shall issue his/her advisory decision not later than thirty (30) days from the date of closing of the hearings, or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator.
The advisory decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to make any decision.

(1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable law or rules or regulations having the force and effect of law; (2) involving Board discretion or Board policy under the provisions of this Agreement, or under applicable law except that he/she may decide in a particular case that the Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion; (3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as advisory by the parties to the dispute.

The arbitrator may recommend an appropriate remedy where he/she finds a violation of the Agreement.

The arbitrator's fees will be shared equally by the Association and the District.

The Association agrees that it will not bring or continue, nor represent any employee in any grievance which is substantially similar to a grievance denied by the advisory decision of an arbitrator.
Within thirty (30) days of receipt of the arbitrator’s advisory decision, the Board shall communicate its final decision in writing, together with supporting reasons, to the Aggrieved party, the Association, the Superintendent.

If the Board fails to act upon the advisory decision of the arbitrator, the arbitrator’s decision shall become final.

D. General Principles

1. Nothing contained in this Grievance Procedure shall preclude the Association from initiating a grievance or pursuing resolution of a grievance through all procedural stages of the Grievance Procedure.

2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.

3. If a decision at one step is not appealed to the next step of the procedure within the time specified, the grievance will be deemed to be discontinued and further appeal made under this Agreement shall be barred.

4. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

5. All grievances shall be processed as quickly as possible, and every attempt shall be made to exhaust all steps before the end of the school year, or continued to conclusion at the beginning of the following school year.
ARTICLE VIII—SALARIES

A. For the duration of this agreement, employees shall be paid according to the salary schedules attached hereto as Appendix “B”.

B. The salary schedules shall be developed as follows:

1. The 2018-19 salary schedule shall be established by taking the 2017-18 salary schedule and increasing Steps 1-15 by two percent (2.0%).

2. The 2019-20 salary schedule shall be established by taking the 2018-19 salary schedule and increasing Steps 1-15 by one and one-half percent (1.5%).

3. The 2020-21 salary schedule shall be established by taking the 2019-20 salary schedule and increasing Steps 1-15 by one and one-half percent (1.5%).

4. The 2021-22 salary schedule shall be established by taking the 2020-21 salary schedule and increasing Steps 1-15 by one and one-half percent (1.5%).

5. The 2022-23 salary schedule shall be established by taking the 2021-22 salary schedule and increasing Steps 1-15 by one and one-half percent (1.5%).

Increments, where due, shall be paid.

Employees shall be eligible for longevity increments as follows:

2018-19:

Commencing in the 15th year of employment,
10 month employees: $1,275
12 month employees: $1,400

Commencing in the 18th year of employment,
10 month employees: $1,400
12 month employees: $1,600

Commencing in the 20th year of employment,
10 month employees: $1,600
12 month employees: $1,800
2019-20:

Commencing in the 15th year of employment,
10 month employees: $1,425
12 month employees: $1,550

Commencing in the 18th year of employment,
10 month employees: $1,550
12 month employees: $1,750

Commencing in the 20th year of employment,
10 month employees: $1,750
12 month employees: $1,950

2020-21:

Commencing in the 15th year of employment,
10 month employees: $1,525
12 month employees: $1,650

Commencing in the 18th year of employment,
10 month employees: $1,650
12 month employees: $1,850

Commencing in the 20th year of employment,
10 month employees: $1,850
12 month employees: $2,050

2021-22:

Commencing in the 15th year of employment,
10 month employees: $1,625
12 month employees: $1,750

Commencing in the 18th year of employment,
10 month employees: $1,750
12 month employees: $1,950

Commencing in the 20th year of employment,
10 month employees: $1,950
12 month employees: $2,150

2022-23:

Commencing in the 15th year of employment,
10 month employees: $1,675
12 month employees: $1,800

Commencing in the 18th year of employment,
10 month employees: $1,800
12 month employees: $2,000

Commencing in the 20th year of employment,
10 month employees: $2,000
12 month employees: $2,200

Those current employees who were hired on steps 2 or 3 and who are currently on
steps 15, 16 or 17 or who reach step 15 during the term of this Agreement, but do not
yet have 15 years of service will receive $250 per year until they reach 15 years of
service. At that time, they will no longer receive the additional payment, but rather
will be eligible for longevity payments as set forth in the collective bargaining
agreement. Additional payments shall not apply to employees already at or beyond
step 17 as of August 16, 2013, nor shall they apply to any other levels of the
longevity payment schedule (18 years and 20 years). Employees will not be eligible
for both $250 payment and a longevity payment.

C. The District reserves the right to withhold any increment for less than
satisfactory service, but otherwise, the step increments shall be automatic.

D. Whenever a member of the unit qualifies for and is appointed to a higher
paying adjacent position on the salary schedule, the employee shall move laterally on the
salary schedule and the appointee shall be entitled to make annual step advancements to the
top of the schedule regardless of the actual years of employment in the position. Whenever
such an appointment is to a non-adjacent classification, the employee shall be placed laterally
less one step. However, vacation, longevity and other benefits shall continue to be measured
by the actual years of employment and not by the new step position.

E. Ten-month employees shall have the option of receiving their salaries in
twenty-six (26) paychecks. Such option must be exercised by August 10 of each year and
may not be changed for the year once exercised.
F. Any part-time employee who moves to a full-time position shall receive pro-rata credit for step placement purposes for his/her years of part-time service. This clause applies to all employees hired on or after November 12, 1993.

**ARTICLE IX – WORK YEAR**

A. **Ten-Month Employees:** The work year for this class of employees extends from September 1st through the following June 30th. The Association and the District have mutually agreed the District shall have the right to call in the ten-month employees employed in the elementary schools five (5) working days immediately preceding Labor Day.

Ten-month employees in the High School and Middle Schools may be called in to work (10) workings days immediately preceding Labor Day.

In lieu of a vacation entitlement or specifically paid holidays, these employees are not required to work on days when school is not in session except that those days from September 1 preceding the opening of school and those following the close of school up to June 30 shall be work days, except for Labor Day.

Any employee in this class who is employed by the District to work during the months of July or August shall not be hired as a substitute and shall be entitled to leaves and sick time accrual during such period of employment.

B. **Twelve Month Employees:** Work year extends from July 1 through the following June 30th of each year.

C. Parties agree that flexible schedules within the hours of 7:00 a.m. to 5:00 p.m. may be established in accordance with operational needs. The District will inform employees of their schedules by July 15 for the following school year. Except, in
exceptional circumstances, such as a transfer to another building or position, the schedule will remain the same throughout that school year.

**ARTICLE X – TAX SHELTERED ANNUITIES**

The District shall accept applications for reductions in or deductions from the contract salary, the amount of such reductions to be remitted to a tax-sheltered annuity program. The carrier shall be determined by the Association but the District shall not be required to make deductions for, and payment to more than five (5) companies.

All applications for deductions or reductions shall contain a clause saving the District harmless for the said deductions or reductions after transmittal.

All payroll deductions for such annuities shall commence with the first payroll in January only.

**ARTICLE XI – GENERAL PROVISIONS**

1. No employee shall be granted time off for Association business or training.

2. In each working day each employee shall be entitled to one or two breaks not exceeding a combined total of thirty (30) minutes.

3. During the months of July and August, the scheduled lunch hour shall be reduced to one-half so that the employees may be released from work at 3:30 p.m. instead of 4:00 p.m.

4. No employee shall be required to work alone in a building unless the custodial or security personnel assigned to said building during the required working period makes periodic checks as to the safety and well-being of such employee. Such checks shall be made at least once in each two-hour period.
5. Each employee shall receive an annual evaluation by his/her immediate supervisor as to the satisfactory or unsatisfactory nature of the services rendered by said employee. Said evaluation report shall be submitted to the Superintendent of Schools within thirty (30) days of the close of the employee's year of employment, and following his/her review thereof, shall be filed in the employee's personnel file. Each employee shall have the right to review their annual evaluation and personnel files at reasonable times during non-duty hours.

6. The District shall post notices of all clerical openings within the District on bulletin board situated in each building where members of the unit work. Posting vacancies on electronic platforms shall be deemed to comply with this provision. Posting on the e-Chalk system shall satisfy the District's obligations under this paragraph.

7. When new titles are created, salaries and working conditions consistent with those hereinbefore specified shall be negotiated with Association representatives.

8. The District shall continue with present pension coverage pursuant to Section 75-g of the Retirement and Social Security Law, including Option 41-J. For Tier I and II members, the District shall provide the pension coverage set forth in Section 75-I of the Retirement and Social Security Law.

9. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

10. This Agreement shall constitute the full and complete commitment between the parties and may be altered or amended only through the voluntary mutual consent of the parties in a written and signed amendment.
11. In the event any of the provisions of this Agreement shall be found to be contrary to law, all other provisions shall continue in full force and effect.

12. No member of this unit shall be required to accept calls from teachers who are unable to work or to make calls for substitute teachers except during regular hours of employment.

13. In line with past practice, a limited number of unit members may, in the discretion of the Board, be granted permission to attend professional conferences and/or workshops, at the District’s expense.

14. The District shall pay employees summoned to serve as jurors the difference between their regular rate of pay and their jury duty compensation. —This shall be accomplished by employees returning their jury duty fees to the District, except for travel expenses. Employees must return to work if excused from jury duty by 12:00 pm, and must provide the District with date/time stamped form from the court. The obligation to return to work shall apply only to those who served jury duty in Nassau County.

15. The Association and the District agree that the provisions of this Agreement shall be administered so as to comply with the Americans with Disabilities Act (ADA) and any federal regulations and guidelines issued thereunder on a case-by-case basis.

16. All Members shall have access to the District’s 529 College Savings Plan.

17. The Association and the District agree that any employee layoff or seniority issue shall be handled in accordance with applicable law.

18. Members shall have access to the District’s Flexible Spending Accounts for allowable expenses.
19. Employees must provide prior notice if they will be late or absent. The District may waive this requirement in the case of extraordinary circumstances beyond the employee's control, and such waiver shall not be unreasonably withheld.

20. If an employee is called in to work for a period which is not contiguous with his/her regular shift, he/she shall be paid for a minimum of three (3) hours at overtime rates. In the event any employee is required to work on Sunday, the employee shall be paid double time for actual hours worked instead of time and one-half.

21. The District shall not appoint a member of the Association to a confidential clerical position outside the bargaining unit without the prior consent of such member.

22. The District will provide security measures in the elementary schools during the summer and school breaks, such as walkie-talkies or panic buttons, to allow for prompt contact with security personnel. In addition, the District will arrange for a video feed from a camera at the main entrance of each building to a monitor, computer or other device in the main office of such building.

**ARTICLE XII – UNEMPLOYMENT INSURANCE ELIGIBILITY**

Ten (10) month District employees shall not be eligible for unemployment benefits unless laid off. Those employees filing a claim over the periods indicated below shall be deemed to have resigned from their jobs.

During the term of this Agreement, and for the purpose of this article only, until a successor agreement is executed, each member of the Unit, employed by the District for less than a full twelve (12) month period, who is employed in any capacity by the District as of the last day of any academic year or term, or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall
continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term or the last day preceding such vacation period, holiday recess or other school recess that his/her said services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday, vacation or recess.

It is understood and agreed that, subject to the specific provisions of this Article relating to continuation of services, the provisions of this Article are not intended to nor shall same be construed:

1. To deprive any unit member employed by the District legal employment rights that such employee possesses in the absence of this Article;

2. To deprive the District of any other legal rights with regard to terminations.

The provisions of this Article only shall not be subject to the grievance procedure.
ARTICLE XIII – TAYLOR LAW 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 set their hands and seals the day and year first above written.

UNIONDALE UNION FREE SCHOOL DISTRICT

By: William K. Lloyd, PhD
Superintendent of Schools

Dated: 1/15/2020

UNIONDALE SECRETARIAL ASSOCIATION

By: Dolores Ramaliu
President

Dated: January 8, 2020

By: Ellen Marlow
Vice President

Dated: January 8, 2020
APPENDIX A

1. Real Property Title and Mortgage Closings.

2. Income tax hearings required by the state, city or federal governments.

3. Adoption hearings.

4. Court appearances.

5. Graduation exercises of employee, spouse or child.

6. Emergency hospital registration of family members.

7. Honors and awards ceremonies involving employee, spouse or child.

8. Emergency family situations.

9. Death of a close friend or relative outside the immediate family.
### APPENDIX B

**UNIONDALE UFSD**

**Earning Schedule Report For 07/01/2018 - 06/30/2019**

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**Salary Schedule Name:** CLERICAL 13/19 2%  
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## Earning Schedule Report For 07/01/2020 - 06/30/2021

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Earning Schedule Report For 07/01/2021 - 06/30/2022

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**Salary Schedule Name:** CLERICAL 21/22 1.5%  
**Schedule Type:** Contractual  
**Bargaining Unit:** USA

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APPENDIX C

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CLASS AA  SENIOR ACCOUNT CLERK

CLASS B  STENOGRAPHER/SENIOR TYPIST-CLERK

CLASS C  TYPIST-CLERK, TELEPHONE OPERATOR, BILINGUAL TYPIST-CLERK

CLASS D  CLERK/BILINGUAL CLERK – 12 MONTHS