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Harborfields Central School District
Of Greenlawn And Harborfields
Paraprofessional Assn

AGREEMENT

BY AND BETWEEN

**HARBORFIELDS CENTRAL SCHOOL DISTRICT
GREENLAWN, NEW YORK**

and

**HARBORFIELDS PARAPROFESSIONAL ASSOCIATION
(NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO)**

Effective: July 1, 2002 to June 30, 2006

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Agreement made and entered this 6th day of November, 2002 by and between the Harborfields Central School District of Greenlawn, Greenlawn, New York (hereinafter termed the "District") and the Harborfields Paraprofessional Association affiliated with the New York State United Teachers, AFT, AFL-CIO (hereinafter termed the "Association").

ARTICLE I. RECOGNITION AND UNION STATUS

A. The District hereby recognizes the Association as the exclusive bargaining agent for all teacher aides exclusive of per diem substitutes.

B. The Association shall be entitled to unchallenged representation status to the full extent permitted by law.

ARTICLE II. DUES DEDUCTIONS

A. Dues:

1. The District agrees to deduct from the salaries of unit employees dues for the Union 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 Union.

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

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- a) The Union 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 Union.
- b) 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.
- c) No later than thirty (30) days prior to the second scheduled pay date in October, the Union 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.

3. 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).

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

5. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal

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shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

B. Agency Fee:

1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collective negotiations provided, however, that such employee shall have available to her/him membership to the Union.

2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment.

3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names and non-members at least thirty (30) days prior to a regularly scheduled pay date, whereupon service fee deductions shall be made for the balance of that year.

4. The Union will adopt a refund procedure consistent with law.

C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

D. The Union shall indemnify and save the school District harmless against any and all claims, demands, suits or other forms

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of liability arising out of the District complying with any provision of this Article.

ARTICLE III. SENIORITY, RECALLS, LAYOFFS AND VACANCIES

A. Layoffs:

1. There shall be a District-wide seniority list.
2. Layoffs shall be in inverse order of District-wide seniority, to the extent such layoff is not in conflict with the District's judgment as to the best needs of the students and/or the District.
3. Layoffs shall be subject to grievance at the Superintendent's level but shall not be subject to arbitration.

B. Recall:

1. In the event a permanent vacancy is
 - a) created by the Board of Education, or
 - b) results from the death of an employee, or
 - c) results from a resignation letter received by the District, which event occurs or letter is received between the last day of the student school year in June and the first day of the student school year in Septemberthen the District shall recall those employees who were laid off during or at the end of the immediately preceding school year, unless the position is eliminated on a District-wide basis, based

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on the District-wide seniority; provided that such recall is not in conflict with the District's judgment as to the best needs of the students and/or the District. Disputes over the exercise of such judgment shall be grievable to the Superintendent but shall not be subject to arbitration.

2. Any employee recalled under paragraph 1 above or who is voluntarily recalled by the District prior to January 31 following his or her layoff, shall be considered to have no break in service for seniority purposes, and shall be rehired to the step and salary he/she was otherwise scheduled to receive.

C. Absences:

Any employee who is absent from work for one-half or more of the work days in a school year shall earn seniority credit for the proportion of the year worked, if the absences are due to the employee's major illness. Seniority credit will not be earned in such cases for days not worked or for days the employee is on a leave of absence. Credit under this section shall be calculated to the nearest month.

D. Vacancies:

1. Notice shall be given to the Association and unit president of all first instance unit vacancies within the District. The District reserves the right to make all management decisions including, but not limited to, those relating to voluntary and/or involuntary transfers.

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2. Whenever a new unit position becomes available, the District shall notify the Association, and post the position in all buildings prior to any general notice to the public.

3. The Association president shall receive notice, by mail to the president's home address, of all unit vacancies which occur over the summer months, from the last day of the school year until the first opening day of school.

ARTICLE IV. REHIRE INTENT AND NEW HIRES

A. Where possible, all employees will be notified prior to the end of the school year of the District's intent to rehire for the following school year.

B. Normally, employees will be given notice in writing of their starting date and anticipated termination date for the school year no later than one (1) week prior to their starting date. If there is a change in starting or termination date, the employee shall normally be given written notice at least one (1) week prior to the effective date of such change.

C. Salary notification in June constitutes a tentative schedule for the same building assignment and same schedule to be worked. This shall not be construed to limit the District's right or ability to make changes in the assignment or schedule.

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D. The District shall notify the union of new hires and quits within ten (10) workdays of Board action on such hires and quits.

ARTICLE V. WORKING DAY

A. Scheduling of employees, including the number of hours worked by each employee per day, the hours to be worked, the days of the week to be worked, and the number of days per year to be worked, shall remain the exclusive prerogative of the District.

B. Employees scheduled to work four (4) or more hours shall receive a fifteen (15) minute paid break. This provision shall not affect practices heretofore in effect regarding lunch breaks.

C. Employees scheduled to work three (3) or more hours per day shall be guaranteed three (3) hours' pay on days shortened due to disruption of the District's regularly scheduled school day. Employees scheduled to work less than three (3) hours per day shall receive their regular days pay in such event.

In the event a closing takes place due to an emergency or inclement weather on a regularly-scheduled workday, employees shall receive their normal salary for that day. This paragraph shall apply even if cancellation notice is given over the radio.

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ARTICLE VI. WAGES

A. Attached as Schedule A to this Agreement is the schedule of hourly wages to be paid to unit employees during each school year during the term of this Agreement. The second column next to each step for each year represents payment in lieu of paid leave days at the rate of 1/180th of the respective hourly wage, for four (4) days up to Step 6 and for seven (7) days at Steps 8 and 10.

B. A new employee whose regular employment begins prior to February 1, of any school year, will be advanced one step on the appropriate schedule as of September 1, of the following school year; employees whose regular employment begins between February 1, and the close of the school year, will be advanced one step on the appropriate schedule as of September 1, following completion of a full year's service.

C. Step 10L represents a career increment for longevity. This longevity payment will be payable upon recommendation of the Superintendent and approval of the Board of Education. To be eligible for the career increment, an employee must have completed nine (9) full years of work service for the District. For purposes of determining if an employee has worked a full year, the following shall apply:

1. Any employee hired prior to January 1, 1986, must have been hired by October 31 to get credit for the first year of his or her service.

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2. Any employee hired on or after January 1, 1986 must have been hired by September 30 to get credit for the first year of his or her service.

D. Any employee who is absent from work for one-half or more work days in a school year shall not qualify for a step increase for the following year or for a full year's service credit for longevity purposes.

ARTICLE VII. HEALTH INSURANCE

The District shall pay health insurance premiums to the New York State Empire Plan Plus Enhancements on behalf of those employees who are regularly scheduled to work thirty (30) hours a week or more, in the following amounts:

50% of premium for individual coverage
35% of premium for dependent coverage

ARTICLE VIII. UNPAID LEAVE

Unpaid leaves shall be available to employees in the bargaining unit on the following basis. Employees shall make written request for leave no less than ninety (90) days in advance, except in case of emergency, stating their reason for the leave. The duration of leave shall be no greater than one year, and must be for a purpose other than employment in another district. The granting of leave shall be subject to the recommendation of the

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Superintendent and reasonable discretion of the school board, neither of which shall be unreasonably withheld.

ARTICLE IX. GRIEVANCE AND ARBITRATION

A. A grievance is a claimed violation of the terms of this Agreement.

B. 1. All grievances shall be submitted, in writing, to the building principal in the building affected, who shall render his/her answer within five (5) working days.

2. Within five (5) working days of receipt of the answer at Step 1, the Association may submit a written appeal to the Superintendent of Schools, or his/her designee. Response at level two shall be within five (5) working days of receipt of the appeal, or if the District elects to hold a conference with the grievant and Association on the matter, within five (5) working days of the conference.

C. In the event that the grievance is not satisfactorily adjusted at Step 2, the Union may submit same to arbitration in accordance with the following provisions:

1. The arbitrator shall have no jurisdiction to consider: (a) any question not directly related to the interpretation of explicit provision(s) of the Agreement; (b) any grievance based on an event which occurred more than twenty (20) working days prior to the written grievance or which was not submitted to

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arbitration within thirty (30) working days of the written grievance.

2. The arbitrator shall be selected by mutual agreement between the District and the Association. Failing agreement on selection within two (2) weeks of submission of the demand for arbitration, the matter shall be submitted to the American Arbitration Association for processing in accordance with that agency's rules on Voluntary Labor Arbitration. He/she shall strictly conform to the provisions of this Agreement, shall decide only the grievance adjudicated, and shall not render any decision modifying, amending, or adding to the Agreement. The decision of the arbitrator shall be advisory only.

3. Layoffs taking place after June 30, 1992, shall not be subject to arbitration, nor shall the District's exercise of its judgment with respect to the best needs of students and/or the District with respect to layoffs or recall be subject to arbitration.

ARTICLE X. MISCELLANEOUS

A. Any workshops or in-service training programs which require the attendance of employees shall result in full pay at the regularly scheduled hourly rate. The Association may submit suggestions for topics to be considered.

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B. The District shall make one mailbox in each building available for the use of employees.

C. The District shall consult with the Unit President concerning topics and attendance at a Superintendent's conference day.

D. If the District has five or more new hires in the bargaining unit at the start of a new school year, then the District will provide three hours of training and orientation to those new hires in September after the start of the school year.

E. Evaluations of a paraprofessional's work shall be made by the employee's director or building administrator familiar with the work of the employee. The contents of the evaluations shall be made known to the employee before the end of the school year. Opportunity for discussion shall be provided before signing and the employee may submit a letter of rebuttal to be attached to the evaluation form.

ARTICLE XI. 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.

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ARTICLE XII. DURATION

This Agreement shall be effective for the period of four (4) years commencing July 1, 2002 through June 30, 2006. Notwithstanding any provision of law to the contrary, the provisions of Article III, Sections B and C and of Article IX, Section C, Paragraph 3, shall expire upon the expiration of the contract on June 30, 2006 unless the parties specifically agree in writing to extend them.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first written above.

HARBORFIELDS PARAPROFESSIONALS
ASSOCIATION (NYSUT, AFT, AFL-CIO)

HARBORFIELDS CENTRAL SCHOOL
DISTRICT

Trudy Burdman, President

Roger A. McCreath

SCHEDULE A

STEP	2002-03		2003-04		2004-05		2005-06	
1	9.25	9.45	9.57	9.78	9.91	10.13	10.26	10.48
2	10.52	10.75	10.89	11.13	11.27	11.52	11.66	11.92
3	11.85	12.11	12.26	12.53	12.69	12.97	13.14	13.43
6	12.25	12.52	12.68	12.96	13.12	13.41	13.58	13.88
8	12.45	12.93	12.89	13.39	13.34	13.85	13.80	14.34
10	12.75	13.24	13.20	13.71	13.66	14.19	14.14	14.69

* The second column next to each step for each year represents payment in lieu of paid leave days at the rate of 1/180th of the respective hourly wage, for four (4) days up to Step 6 and for seven (7) days at Steps 8 and 10.