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Contract Database Metadata Elements

Title: **West Babylon Union Free School District and West Babylon Paraprofessional Unit, CSEA, Local 1000, AFSCME, AFL-CIO (2001)**

Employer Name: **West Babylon Union Free School District**

Union: **West Babylon Paraprofessional Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

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

Expiration Date: **06/30/04**

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6467_06302004

West Babylon Ufsd And Csea (Para-
Professionals Unit)

SD
AID

AGREEMENT

between

BOARD OF EDUCATION

WEST BABYLON UNION FREE SCHOOL DISTRICT
West Babylon, New York 11704

and

WEST BABYLON PARA-PROFESSIONAL UNIT

of the

CIVIL SERVICE EMPLOYEES' ASSOCIATION

July 1, 2001 through June 30, 2004

RECEIVED

JAN 16 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

144

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ARTICLE I
RECOGNITION

- 1.1 Pursuant to Section 207 of the Civil Service Law, the Board of Education of West Babylon Union Free School District, Town of Babylon, County of Suffolk, hereby recognizes the West Babylon Para-Professional Employees Unit of the Civil Service Employees Assoc., Inc. Local 1000, AFSCME, AFL-CIO, the certified union as exclusive representative for the purpose of negotiating collectively in the determination of, and the administration of grievances arising under the terms and conditions of employment of personnel employed by the Board of Education in the capacity of teacher clerical aides, cafeteria aides, library clerical aides, playground recreational aides and hall monitors. This recognition shall terminate on June 30, 2004.
- 1.2 The West Babylon Para-Professional Employees Unit has affirmed that it shall not assert the right to strike against any government, to assist or participate in any strike, or to impose an obligation to conduct, assist or to participate in such a strike.
- 1.3 The Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the certified union shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other organizations shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.
- 1.4 The term of this Agreement shall be from July 1, 2001, to June 30, 2004.

ARTICLE II
UNIT RIGHTS

- 2.1 Members of the Unit performing satisfactorily shall be offered employment for the following school year and shall be so informed prior to the close of the preceding school year by the building principal.
- 2.2 Open positions within the unit shall be offered to qualified members of the unit in the schools of the district. In the event of application by two or more equally qualified employees, with equal seniority, the position will be offered to that employee whose application was filed first. All new positions will be posted in every building.
- 2.3 The president of the West Babylon Para-Professional Employees Unit shall be allowed two (2) hours each month to attend to unit business during the slack time and upon prior notice to the immediate supervisor, and at such time as a substitute may be obtained within the building.
- 2.4 The Unit shall be accorded the use of building mail facilities and inter-school mail privileges for the expressed purpose of distribution of the organization's mail.
- 2.5 The Board of Education will provide protection of non-teaching personnel by reimbursement of cost of replacing or repairing dentures, eye glasses, and similar physical aids not covered by Workers' Compensation, destroyed or lost as the result of an injury sustained in the course of his/her employment.

The Board of Education will provide reimbursement for repair or value, whichever is less, of clothing and personal effects, damaged or destroyed during the course of, and incidental to, employment, provided loss is not caused by negligence of the claimant.
- 2.6 Agency Shop shall be recognized for members of the aforementioned unit.
- 2.7 No material derogatory of an employee's conduct, service or character may be placed in his/her personnel file unless the employee has been given an opportunity to examine it. The employee will sign or initial all such material placed in the file to signify that he/she has examined it, and shall have the right to place a written response to/or explanation of, such material into the file.

ARTICLE III
GRIEVANCE

3.1 Grievance Procedure:

Step I.

Grievances raised under the District's Grievance Procedure shall first be raised, in writing, with the employee's immediate supervisor within ten (10) working days of any alleged grievable incident. The supervisor shall respond, in writing, within five (5) working days of the receipt of the grievance.

Step II.

If the employee is dissatisfied with the response of the supervisor, the grievance may then be raised, in writing, with the Superintendent of Schools within five (5) working days of the receipt of the supervisor's response. The Superintendent of Schools shall respond, in writing, within five (5) working days of the receipt of the grievance.

Step III.

If the employee is dissatisfied with the response of the Superintendent of Schools, the grievance may then be raised with the Board of Education, in writing, within five (5) working days of receipt of the Superintendent's decision. Within fifteen (15) working days of the receipt of the grievance, the Board of Education shall make a decision. The decision shall be final and binding.

ARTICLE IV
LEAVES

- 4.1 All personnel within the unit with six (6) months continuous employment computed from September 1, 1971, shall be allowed two (2) days absence with pay, during the school year occasioned by personal illness or illness within the immediate family. Unused "sick days" may be accumulated up to a total of six (6) days. For purposes of this provision, the term "immediate family" shall include the employee's spouse, child or step-child, parent or person in the same household as the employee who serves in loco parentis for the employee or for whom the employee serves in loco parentis.

- 4.2 Effective July 1, 1997, all unit members who have completed two (2) years of district service shall be entitled to one (1) personal day annually; unit members who have completed four (4) years of district service shall be entitled to two (2) personal days annually. Said personal days shall be used by the unit member to take care of personal business such as legal matters, formal ceremonies, religious observance, or any related business matter that cannot be attended to outside of the unit member's regular work day. All requests for personal days shall be made in advance on a District approved form and must be approved by the District. Personal days cannot be linked to school holidays without the permission of the Superintendent, and may not be accumulated beyond that contract year.
- 4.3 Upon application, the Board of Education shall grant a temporary leave of absence in the event of illness of the member of the unit, or such member's spouse or child. An employee granted such a leave is guaranteed the right to return to the same position after such a leave of absence, providing the leave of absence does not exceed three months. No more than one leave of absence under this provision will be granted to a member of the unit during any one school year.
- 4.4 Leaves of absence up to one year may be granted for maternity or personal reasons. If possible, upon return, the employee will be employed in the same building and in the same capacity as when the leave was first granted.

ARTICLE V
HOLIDAYS

- 5.1 All personnel within the unit with six (6) months continuous employment computed from September 1, 1971, shall receive their regular pay for their usual hours of employment on the following holidays:

Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Memorial Day
Martin Luther King Day

- 5.2 Superintendent's Conference Day: On days designated as "Superintendent's Conference" all clerical and library aides shall work their regular hours if deemed necessary by the Superintendent.

ARTICLE VI
SALARY

- 6.1 All personnel within the unit shall be paid an hourly rate in accordance with the attached salary schedules.
- 6.2 The cash equivalent of the aforesaid salaries shall be paid over the twenty-six (26) pay periods of each year of the agreement.
- 6.3 All personnel in the unit shall receive regular pay for usual hours of employment for any day that school is closed by reason of snow or other weather emergency condition.
- 6.4 All personnel within the unit are guaranteed their regular hours of employment on each working day so long as the employee is ready, willing and able to work. Insofar as cafeteria aides and recreation aides are concerned, the term "working day" shall not include any day on which the school in which such aides are employed does not have a cafeteria or recreation period.
- 6.5 All personnel within the unit may elect to join the retirement system.

ARTICLE VII

- 7.1 When an aide is unable to perform his/her duties as a result of an assault on the job, and while the aide was using prudent judgment, such lost time shall not be deducted from the aides accrued sick leave or personal leave. In such event, the aide shall receive his/her regular salary. The rights in this section shall be available up to a maximum of three (3) years and then become open for Board of Education re-examination for extension.
- 7.2 In the event an employee loses his/her job as the result of a cut back of any program he/she would immediately be placed on a priority list to be hired first in the event of any opening for which he/she is qualified.
- 7.3 Payroll deductions shall be sent to the Teachers Federal Credit Union on a bi-weekly basis.

ARTICLE VIII

- 8.1 Not later than February 1, 2004, the president of the Unit and the Board of Education's designated representative shall meet to establish ground rules for the next contract to be negotiated.

ARTICLE IX HEALTH INSURANCE

- 9.1 Unit members currently not qualifying for health insurance coverage provided by the District will be permitted to participate in the District's health insurance plan at their own expense, subject to the provisions of the Rules and Regulations of the New York State Government Employees Health Insurance Program. Unit members shall be required to make an election to join or not to join the District's flexible benefits plan, and employees shall be required to complete and execute all forms necessary to accomplish that purpose.
- 9.2 All unit members will be permitted to participate in the District's flexible benefits plan.

ARTICLE X

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

**Para-Professional Unit of the
CSEA, Inc, Local 1000,
AFSCME, AFL-CIO**

By: *Catherine Rebert*
President

By: *Stephanie Sobole*
Labor Relations Specialist

Board of Education

By: *[Signature]*
President

By: *[Signature]*
Superintendent of Schools

Dated: 1/8/03, West Babylon, NY 11704

PARAPROFESSIONALS (P)

<u>STEP</u>	<u>2000/01</u>	<u>2001/02</u>	<u>2002/03</u>	<u>2003/04</u>
1	9.92	10.22	10.53	10.84
2	10.41	10.72	11.04	11.37
3	10.62	10.93	11.26	11.60
4	10.76	11.08	11.41	11.75
9	+60	+60	+60	+60
13	+60	+60	+60	+60