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A G R E E M E N T

between

UNIONDALE UNION FREE
SCHOOL DISTRICT

and

UNIONDALE PARAPROFESSIONALS ASSOCIATION
UTA, NYSUT, AFT, AFL-CIO

Effective: September 1, 2004
Though August 31, 2008

RECEIVED
MAY 25 2006
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

270

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AGREEMENT dated this day of May 8, 2006 between the UNIONDALE UNION FREE SCHOOL DISTRICT (hereinafter called the "District") and the UNIONDALE PARAPROFESSIONAL ASSOCIATION, U M , W S W , AFT, AFL-CIO (hereinafter called the "Association")

INTRODUCTION

The District and the Association have collectively negotiated the terms and conditions of employment for the employees covered by this Agreement for the period September 1, 2004 through August 31, 2008, and they have concluded a final Agreement therefor, as follows:

ARTICLE I. RECOGNITION

The District has been notified by the Public Employment Relations Board that the Association has been designated as the exclusive bargaining agent for salaries, hours and other terms and conditions of employment for all teaching assistants, including classroom assistants, computer teacher assistants, ESL assistants, graphics laboratory assistants, reading laboratory assistants, and special education assistants, and all teacher aides, including lunchroom monitors, library aides, playground aides and resource center aides, and excluding all other employees.

ARTICLE II. DUES DEDUCTION

- A. The District agrees to deduct from the paraprofessionals' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit the monies therefor promptly to the Association. Upon the fulfillment of that obligation, the District shall be held harmless by the Association and the individual employees with respect to such remittances.

B. Authorizations shall be written in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security No. _____
Last Name _____ First Name _____
District Name _____
Organization _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

_____ Date: _____
Members Name

C. On or about the end of each month during the school year, the District agrees to furnish the Association with a list of those employees who have authorized the District to deduct dues and those who have not authorized the District to deduct dues.

D. Dues deductions shall be made by the District in ten (10) equal payments commencing in October of each school year.

ARTICLE III. ASSOCIATION RIGHTS

A. The Association shall have the right to use school buildings for meeting purposes provided specific approval is obtained from the District and provided further that such use shall not interfere with other school activities or other community-related activities. The Association shall be responsible for the space used and shall leave such facilities in the same condition they were in prior to their use.

B. The Association may install a bulletin board in the faculty room in each school for the exclusive use of the Association.

C. The Association agrees to join the Administration and the Board in

support of the annual District budget.

D. The Association shall take full responsibility to inform and advise those employees in the unit with respect to their rights under this Agreement and to assist those employees with respect to the procedures affecting their benefits under this Agreement.

E. A representative of the Association shall have the right to meet with the Superintendent of Schools, or his/her representative, at mutually acceptable times during the school year, to discuss the implementation of this Agreement or any other matters that they have mutually agreed to discuss.

F. If representatives of the Association are required by the Administration to participate in negotiations, conferences or meetings during working hours, such representative shall be allowed such time as is required without loss of pay.

G. The District agrees to make available to the Association the agenda for each Regular Meeting of the Board as soon as the same is available, and to make available the approved minutes of all Board meetings to the Association as soon as same is available.

H. The Association and the District shall share the cost of reproducing copies of the contract for the members of the unit.

I. The President of the Association shall be given written notice of all vacancies that occur within the paraprofessional unit and the teachers' unit.

ARTICLE IV. EMPLOYEE RIGHTS

A. Complaints about a paraprofessional from any source, which are serious in nature, should be made known to the employee.

B. The District shall reimburse unit members for the repair or replacement of personal property damaged or destroyed during an assault in the course of their employment up to a maximum of \$150.00 per incident, provided the unit member cooperates with the District in the investigation of the incident.

ARTICLE V. IN-SERVICE COURSES

The District may develop in-service training programs which shall be tuition-free for those paraprofessionals required to attend them. Paraprofessionals attending such in-service training shall be compensated at their regular hourly rate for the time spent in attendance.

Representatives of the Association shall be consulted prior to the implementation of such a program.

ARTICLE VI. WORK YEAR

A. When attendance is required at orientation sessions or on field trips, compensation shall be at the paraprofessionals regular hourly rate for the time spent such sessions and on such trips

B. In the event school is closed because of inclement weather, paraprofessionals shall be paid for the number of hours they were regularly scheduled to work.

In the event school is closed in the Spring as a result of the District not utilizing its scheduled inclement weather day(s), members of the unit shall be paid for the number of hours they are regularly scheduled to work. In the event members of the unit are required to "make up" days in the Spring as a result of an excess of inclement weather days, members of the unit shall not be paid for the "make-up" days.

C. Members of the unit employed five (5) full years or less shall receive five (5) days' holiday pay. Beginning in their tenth year of employment, unit employees shall receive seven (7) days' holiday pay. Beginning in their twentieth year of employment, unit employees shall receive ten (10) days holiday pay. Holiday pay shall be paid in the last regular paycheck in June.

As per past practice, Paraprofessionals shall be included in the annual Superintendent's Conference Day.

ARTICLE VII. PERSONNEL FILES

Upon request, paraprofessionals shall be permitted to examine and duplicate, at their expense, their building and Central Administration files, except for confidential material. The price for duplicating such material shall be .10 cents per page.

A paraprofessional may be accompanied by an Association representative of his/her choice at the time of such review.

Paraprofessionals shall be notified in writing of the material placed in their files. The District may require the material to be initialed prior to its being filed. In the event a paraprofessional refuses to initial material as required, this shall be noted and the material shall then be placed in the file.

Evaluations and complaints concerning a paraprofessional shall be placed in their personnel files and a copy shall be forwarded to the paraprofessional.

Paraprofessionals shall have the right to respond to all material placed in their personnel files. Such response shall be in writing and must be submitted within five (5) school days following notification of the fact that such material is being filed. The response shall then be attached to the material and included in the paraprofessionals personnel file.

ARTICLE VIII. EVALUATIONS

A. Paraprofessionals shall be advised as to the evaluation procedures applicable to them.

B. All formal written evaluations of a paraprofessionals activity shall be conducted openly and with the paraprofessionals full knowledge and awareness.

ARTICLE IX. PROCEDURES FOR TERMINATION OF EMPLOYMENT

A. Any paraprofessional whose services are to be terminated during the school year shall receive a written notice of such termination.

B. Any paraprofessional so notified of intent to terminate during the school year may request a conference with the school principal or appropriate administrator.

C. At any of these conferences, the paraprofessional may have the right to Association assistance and representation.

ARTICLE X. GRIEVANCE PROCEDURE

A. Definition - A "grievance" shall mean a complaint by an employee, as defined in Article I, that there has been a violation of any of the provisions of this Agreement.

The Association shall be permitted to file a grievance without there being an individual employee grievant only in those grievances alleging violations of provisions of this Agreement directly relating to the Association as such.

B. Procedural Stages

1. Step 1 - Building Level

a. Employees having a grievance shall discuss it with their building principal or immediate supervisor with the objective of resolving the matter informally.

The presentation of such a grievance shall take place within twenty (20) working school days following the act or condition which is the basis of the grievance. Association grievances shall be subject to the same time limitations but may be raised initially at Step 2.

The aggrieved party and the building principal or the immediate supervisor, within ten (10) working school 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 five (5) working school days after the conference.

b. If the grievance is not resolved informally, it shall be reduced to writing on a mutually acceptable form and presented to the building

principal or the immediate supervisor, with a copy to the Superintendent, within five (5) working school days of receipt of the informal decision. Within ten (10) working school 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.

2. Step 2 - Superintendent Level

If the grievance is not resolved at the Building Level, the aggrieved party may appeal to the Superintendent, with a copy to the Board of Education, within five (5) working school days after he/she 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.

Within fifteen (15) working school days of the receipt of the appeal, the Superintendent, or his/her duly authorized representative, may 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 representative, if any, shall be given at least five (5) working school days' notice of the conference and an opportunity to participate.

3. Step 3 - Advisory Arbitration

A grievance dispute which is not resolved at Step 2 may be submitted by the Association to arbitration by notifying the American Arbitration Association in accordance with the AAA Rules Both the designation of the proceedings shall be conducted in rules and regulations of the AAA. The decision and/or award of the arbitrator shall be advisory.

The cost of the arbitrator and the filing fees shall be shared equally by both parties.

C. General Principles

1. 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.

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

3. 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.

4. The aggrieved party may appear alone or he/she may be represented by the Association at any stage of the procedure.

ARTICLE XI. SALARIES

Salaries for members of the unit shall be in accordance with the rates of pay listed in Schedule "B" attached herein.

ARTICLE XII. LEAVES OF ABSENCE

A. Bereavement Leave

Paraprofessionals shall be granted up to three (3) consecutive work days of bereavement leave, which shall not exceed five (5) calendar days, without loss of pay, in the event of death of their spouse, child, parents, parent-in-law, brothers, sisters, or other relatives for whose financial or physical care the paraprofessional is responsible (as determined by U. S. Tax Law); provided that the paraprofessional attends the services, if any, for the deceased.

B. Sick Leave

Unit members who have been employed by the District for less than five years shall be entitled to two (2) days of sick leave per year. Unit members who have been employed by the District for at least five years but less than ten years shall be entitled to five(5) days of sick leave per year. Unit members who have been employed by the District for at least ten (10) years shall be entitled to seven (7) days of sick leave per year. Unit members who have been

employed by the District for at least twenty (20) years shall be entitled to eight (8) days of sick leave per year. Unit members shall be entitled to accumulate up to twenty (20) sick days. Unit members shall receive one year unpaid leave of absence for health, child care or educational purposes.

C. Attendance Incentive Plan

Unit members who are not absent during the course of the school year shall receive an incentive payment of \$100.00. Unit members who are absent for three or fewer days during the course of the school year shall receive an incentive payment of \$50.00. Payment will be made by the end of July, if possible. Unit members who are eligible for the \$100.00 incentive payment in a particular year are not eligible for the \$50.00 payment in that same year.

D. Jury Duty

The District shall pay employees on jury duty the difference between their regular pay and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District, except for travel expenses and mileage fees.

E. Personal Business Leave

Unit members who have been employed by the District for five full years or more shall be entitled to one day of personal leave per year, for the purpose of transacting or attending to personal business which requires absence during work hours. A list of acceptable reasons for such leaves is contained in Schedule A annexed hereto. Except in emergencies, a unit member desiring personal leave hereunder shall give his/her building principal or immediate supervisor written application at least three (3) school days in advance of the day he/she proposes to be absent. Such leave shall be subject to the Board's approval through the Superintendent. Said application shall include the reasons as set forth in Schedule A. 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 work hours. It is not

for casual or indiscriminate use.

F. Unpaid Leave

Unit members may take an unpaid leave of a full school year, upon the approval of the District, for personal health, childcare or educational purposes.

ARTICLE XIII. FINGERPRINTING FEES

Newly-hired unit members shall receive, after one month of employment, a reimbursement of whatever sum they had been required to pay to the District as a fingerprinting fee as part of the application process.

ARTICLE XIV. FULL-TIME TEACHING ASSISTANTS

A. The District shall have the right to hire full-time teaching assistants at the same hourly rates set forth in this Agreement. Full-time assistants work a regularly scheduled thirty-five (35) hour week. Full-time employees shall be entitled to health insurance benefits as set forth below. Other benefits may be provided as mutually agreed to by the parties. Full time teaching assistants work a regularly scheduled thirty five hour (35) work week.

B. Health Insurance: For full-time teaching assistants, the District shall pay 90% of the premium for the State Health Insurance Plan and the employee shall pay 10% of the premium. For newly hired full-time teaching assistants, the District shall make payment as set forth above, provided that signed applications are on file in the business office by the first day of work, effective on the first day of work. The District shall have no obligation thereafter until proper application has been received by the District, and then only effective on the first day of the month following the receipt of such application.

Employees 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 full-time 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 of the unit who withdraw from the District's plan during the life of this agreement shall receive \$500 if they were covered by the family plan, and \$250 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. 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.

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.

ARTICLE XV. DURATION

This Agreement shall be effective from September 1, 2004 through August 31, 2008 (4 year term).

ARTICLE XVI. MISCELLANEOUS

- A. Unit payroll dates shall coincide with teacher payroll dates.
- B. Unit members shall receive compensation already earned before a school break, where the regular payday falls during the school break.

ARTICLE XVII. CONFORMITY TO LAW

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

ARTICLE XVIII. 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.

UNIONDALE UNION FREE SCHOOL
DISTRICT

UNIONDALE PARAPROFESSIONALS
ASSOCIATION

BY: *William Boyd*

BY: *John S. Hawthorne*

SCHEDULE "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 teacher, spouse or child.
6. Emergency hospital registration of family member.
7. Honors and awards ceremonies involving teacher, spouse or child.
8. Emergency family situation.
9. Death of a close friend or relative outside the immediate family.
10. A day on which an employee is unable to work based on a sincerely held religious belief.

SCHEDULE "B"

Year 1 2004-05

Years of Service	Lunch Monitors	Teaching Assistants	Special Ed T.A.
1-3 years	14.17	14.66	15.03
4-5 years	14.76	15.23	15.59
6-10 years	15.01	15.48	15.84
11-15 years	15.26	15.73	16.09
16-20 years	15.51	15.98	16.34
21+ years	15.76	16.23	16.59

Year 2 - 3.5% 2005-06

Years of Service	Lunch Monitors	Teaching Assistants	Special Ed T.A.
1-3 years	14.66	15.17	15.55
4-5 years	15.27	15.76	16.13
6-10 years	15.53	16.02	16.39
11-15 years	15.79	16.28	16.65
16-20 years	16.05	16.53	16.91
21+ years	16.31	16.79	17.17

Year 3 - 3.5% 2006-07

Years of Service	Lunch Monitors	Teaching Assistants	Special Ed T.A.
1-3 years	15.17	15.71	16.09
4-5 years	15.81	16.31	16.69
6-10 years	16.07	16.58	16.96
11-15 years	16.34	16.84	17.23
16-20 years	16.61	17.11	17.51
21+ years	16.88	17.37	17.77

Year 4 - 3.5% 2007-08

Years of Service	Lunch Monitors	Teaching Assistants	Special Ed T.A.
1-3 years	15.71	16.24	16.65
4-5 years	16.35	16.88	17.27
6-10 years	16.63	17.16	17.55
11-15 years	16.91	17.42	17.83
16-20 years	17.19	17.69	18.11
21+ years	17.47	17.97	18.39

