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Union: **Plainedge Teaching Assistants (PTA)**

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TAS 15962



Agreement between

**The "District"
The Plainedge Board of Education
Plainedge Public Schools**

AND

**The "PTA"
The Plainedge Teaching Assistants**

July 1, 2006 – June 30, 2011



RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Agreement made and entered into the (30th day of June 2006), by and between the “District” (Plainedge Board of Education, Plainedge Public Schools, Town of Oyster Bay, Nassau County, New York, and its authorized agents) and the Plainedge Federation of Teachers, hereinafter referred to as the “PFT.”

ARTICLE I

Preamble

This preamble describes the principles upon which the Plainedge School District and the Plainedge Federation of Teachers base our relationship, our mutual interests, and joint commitment to achieve mutual interests. By creating this preamble we hereby commit to continuing a collaborative relationship which aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

Section 1. Principles of the Relationship

This agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the success of their efforts.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff and community. We will dedicate ourselves to promoting success for our students, our schools and our community by:

- creating an atmosphere of mutual trust and respect;
- nurturing a culture of collaboration;
- recognizing individual talents and strengths;
- increasing staff diversity;
- encouraging innovation and risk-taking with a focus on improvement;
- learning from failure;
- building upon our successes;
- providing opportunities for individual growth;
- openly sharing information, knowledge and experience; and
- providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

Section 2. Mutual Interests

The PFT and the District are committed to achieving the following mutual interests:

- A. Support for the District’s Goals.** The District’s goals are the results of the combined interaction of board members, administrators, faculty, staff, students and community members. It acknowledges the importance of maximizing the personal, creative and academic potential of each person in the school system. We commit to operating in ways which help realize these goals for all learners.

- B. Accountability for Quality and Performance.** We commit to continually improve existing structures to increase the accountability of those participating in the school system. Administrators, teachers, Teaching Assistants, students, support staff and parents share accountability for student performance, and the community is expected to be accountable for making available the resources needed to meet the learning needs of its families and their children.
- C. Solvency.** The resources currently available to educate children in the public schools do not allow all expectations to be met. With sufficient resources, proven methods exist to educate children to their full potential. Despite these challenges, we jointly accept the responsibility for doing our best with the resources currently available. We intend to demonstrate student achievement as part of persuading the community that adequate resources will make an important difference, and for diligently seeking adequate and secure sources of revenue to support student learning. We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure the success of the District in helping all members of the school system reach their potential.
- D. Professionalization of Teaching and Teaching Support.** We are committed to an on-going District-wide professional development initiative designed to improve student achievement and to increase the community's respect for the education profession.

We shall continue the professionalism process by working together in those areas that directly affect the delivery of educational programs and services. Accordingly, we support effective structures for professional development of teachers, Teaching Assistants, and support staff and a compensation system that supports the professionalization of teaching and teaching support.

- E. Individual Rights and Responsibilities.** To initiate the process, the following guiding principles will be utilized to acknowledge the unique responsibility both organizations have to the individuals who work within them:
- Faculty will be treated with respect and dignity and will treat each other that way. Students, parents and community members will be treated with respect and dignity. The obligations of law related to non-discrimination will be met by all employees and students. The District and the PFT shall not engage in discrimination of any kind that infringes on the civil or human rights of employees.
 - Learning throughout the organization is fostered and promoted in an atmosphere in which there is freedom to provide for the free and orderly flow and examination of ideas so that students are able to synthesize information, discriminate between fact and opinion, discuss differing viewpoints, analyze problems, and draw conclusions. The educational program shall respect the rights of students to examine issues, have access to information, learn in an environment free from prejudice and hold and express their own opinions without personal prejudice or discrimination.

- The Teaching Assistant is expected to maintain high professional standards and to employ the most effective techniques to meet the District's goals.

F. **Parent and Community Involvement.** We jointly commit to continue efforts to involve parents and community members in the schools. This commitment is based on the belief that parent and community support is key to maintaining an effective public education system in a democratic society

G. Despite all of our mutual goals and aspirations, this preamble in no way limits, increases, or otherwise modifies Teaching Assistants' rights under the contract.

ARTICLE II RECOGNITION

Section 1 – Exclusive Representation

The District hereby recognizes the PFT as the exclusive negotiating representative of the unit of all full-time Teaching Assistants employed by the Plainedge Union Free School District and excluding all other employees.

Section 2. Rights of Individuals or Other Groups

This recognition shall not preclude any individual's or other group's rights to present any matter to the Superintendent or the Board provided the presentation is made in accordance with established channels of communication.

Section 3. PFT Involvement

- a. In an effort to maintain a collaborative relationship, The Superintendent of Schools shall involve the PFT President in any discussion with members of the PFT that affect their terms and conditions of employment.
- b. If a change in terms and conditions were to occur, it would be in agreement with the PFT.

ARTICLE III FEDERATION RIGHTS

Section 1. Membership Dues Deduction

The District hereby agrees to make semi-monthly dues deductions from Teaching Assistant salaries for membership dues of the PFT, provided that the Teaching Assistants authorize the District in writing to make such deductions. The PFT shall forward such authorization cards to the District. The District agrees to deduct and transmit such monies monthly to the PFT account.

b) Such dues deduction authority shall be continuous while a Teaching Assistant is in the employ of the school system, or until withdrawn by written notice on or before October 1st of the new school year with respect to the dues for that school year.

c) The District will prepare a list of currently employed Teaching Assistants who have previously signed dues deduction authorizations, and forward the list to the President of the PFT by October 15th of each year.

Section 2. Payroll Deduction for NYSUT VOTE/COPE

The District shall make two payroll deductions from the salary of each Teaching Assistant as a contribution to NYSUT VOTE/COPE in accordance with the following requirements and conditions:

a) The dates for VOTE/COPE payroll deductions are established as November 15 and April 15.

b) Each Teaching Assistant must provide the District with written authorization to make such deductions. The written authorization shall include the following language:

"I hereby authorize the Plainedge School District to deduct from my paycheck of November 15th and April 15th of each school year the sum of \$10 as a contribution to NYSUT VOTE/COPE, and to forward that amount to VOTE/COPE, P.O., P.O. Box 5190, Albany, New York 12205-9972.

This authorization is voluntarily made with the specific understanding that the signing of this authorization and the making of payments to VOTE/COPE are not conditions of membership in any labor organization or of employment with this school district, and that VOTE/COPE will use the money it receives to fund political and/or ideological expenditures in connection with educational legislation or federal, state and local elections. "This authorization shall be valid on a continuing basis from year to year unless withdrawn in writing at least two weeks prior to VOTE/COPE payroll deduction dates."

c) The written authorization must be on file in the Business Office at least two weeks in advance of the annual payroll deduction date of November 15th and April 15th.

d) Signed written authorization for VOTE/COPE payroll deductions shall be valid on a continuing basis from year to year unless withdrawn by an individual, in writing, at least two weeks prior to the semi-annual VOTE/COPE payroll deduction date.

e) The District agrees to forward the sum total of all semi-annual NYSUT VOTE/COPE payroll deductions directly to the PFT VOTE/COPE Chairperson along with the following information:

1) Name and social security number of each contributor

- 2) Amount of each contributor's donation
- 3) NYSUT local number

f) The PFT shall create a legal refund procedure for VOTE/COPE fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.

g) The PFT agrees to indemnify and save harmless the Plainedge Union Free School District and its officers and agents for any and all liability, loss, damages, costs, or expenses which they may hereafter incur, suffer, or be required to pay as a result of any legal action arising out of this agreement or the implementation of the NYSUT VOTE/COPE payroll deduction program described herein.

h) This agreement shall be automatically nullified if payroll deductions as provided for within are declared to be illegal by any New York State or federal court or by ruling of the New York State Education Department.

Section 3. Payroll Deductions for NEFCU

Each unit member shall have the option to have a specified amount deducted from his/her paycheck and deposited by the District in an account in the Nassau Educator's Federal Credit Union (NEFCU). Notice must be given by May 15 of each year as to the amount to be deducted starting September 1 of that year. Adjustments in the specified amount deducted may only be made prior to December 31, to be effective beginning with the first paycheck in February. An employee may withdraw from the plan at any time with three weeks notice. Loan arrangements processed through the credit union will constitute an acceptable change during the course of the academic year.

Section 4. Teaching Assistants' Mail Boxes

The PFT shall have the right to use Teaching Assistants' mailboxes and the district e-mail system for the distribution of communications, notices, circulars and publications.

Section 5. Use of School Facilities

The PFT may use school facilities for PFT meetings provided that such meetings shall not be held during the teaching day or during times which interfere with the instructional program. Regular Building Use Forms will be required except for emergency meetings which are approved by the building principal or the Superintendent or his/her designee.

Section 6. Reprisals

The Board of Education and its administrative personnel shall not discriminate against any member of the unit on the basis of race, creed, color, national origin, sex, age, marital status,

sexual orientation or membership or participation in, or association with, the lawful activities of any employee organization.

Section 7. Printing and Distribution of Agreement

The District shall reproduce and distribute copies of this Agreement to each Teaching Assistant.

ARTICLE IV TEACHING ASSISTANT RIGHTS AND RESPONSIBILITIES

Section 1. Days of Instruction

The calendars for the school years covered by this Agreement shall be the same as the ones in effect for the teachers, including holidays and snow days.

Section 2. Teaching Assistants' Day

a) For safety of our staff and in line with the SAVE legislation, Teaching Assistants will sign in at the beginning of their day and sign out when leaving for the day.

b) The Teaching Assistant day shall be six hours and forty-five minutes.

Section 3. Lunch

All full-time Teaching Assistants will be provided with one duty-free lunch period during the teaching day of no less than 40 minutes.

Section 4. Assembly Bell Schedule

In order to maintain continuity of instruction on days when the usual bell schedule must be modified for assembly programs or other unusual circumstances, an abbreviated schedule may be established in each building and substituted for the regular bell schedule. During an abbreviated schedule, Teaching Assistants' lunch periods will be no less than 35 minutes, and other periods modified as necessary to accommodate the special program.

Section 5. Preparation Periods

Teaching Assistants shall be assigned one preparation period per day no less than 40 minutes in length. Teaching Assistants shall use professional judgment in the use of their preparation periods.

Section 6. Floaters

Floaters are defined as those Teaching Assistants, elementary or secondary, who are assigned to more than one building during the work day. Floaters shall be compensated for travel between schools at a rate prescribed by Board policy.

Section 7. Attendance at School Functions

All Teaching Assistants shall be entitled to attend free of charge all school activities except for certain student fund raising activities.

Section 8. Parent Teacher Conferences

Teaching Assistants will attend parent-teacher conferences as follows:

Elementary

- a) Four (4) elementary school parent-teacher conferences, each one-half day in length, shall be scheduled annually. One of these conferences may be designated as an evening session by the Superintendent. When this happens, the prior teaching day will be one half day in length.
- b) The district may hold two (2) evening sessions on school days during the school year for the purpose of parent-teacher conferences. These sessions shall not exceed two and one-half (2 1/2) hours in length, nor end later than 8:30 PM. One of these meetings may be designated as a "Back-to-School Night."

Middle School

The district may hold one evening session on school days during the school year for the purpose of a parent-teacher conference night and one evening session as a Back-to-School night. These sessions shall not exceed 2 1/2 hours nor end later than 8:30 pm.

One half day middle school parent teacher conference shall be scheduled annually during the school year from 12:30 to 3:45 pm. This conference shall be held on a Tuesday.

High School

The district may hold two evening sessions on school days during the school year for the purpose of parent meetings. These sessions shall not exceed two and one half hours in length nor end later than 8:30 pm.

Section 9. Elementary "Zero" Period

At the Elementary level, a zero period will be held daily from 8:25 am to 9:05 am. Such time will be used for professional activities with classroom teachers. This period will not be formally assigned as a preparation period.

Section 10. In-Service

- a) Teaching Assistants may take in-service courses comprised of 15 hour segments that are directly related to their assignment, Individual Learning Plan or at the suggestion of their supervisor. In-service courses approved by the Superintendent are awarded in-service credit.
- b) Teaching Assistants may bank up to 10 in-service credits to be applied towards salary increment as per the teachers' contract if hired as full-time teachers in the District.
- c) Teaching Assistants shall be expected to attend the entire 15-hour segment. Absence in excess of two hours per 15-hour segments will result in the denial of in-service credit.
- d) In-service courses will be awarded one (1) In service credit for each fifteen (15) hours of class time, with a maximum of three (3) In-service credits to be awarded for any course. Exceptions to this limitation may be made at the sole discretion of the Superintendent. Future credit may be applied to the district salary schedule only if prior approval for the course has been obtained. Such prior approval is dependent upon the course relating to the applicant's ILP or as determined by the Superintendent.
- e) The Superintendent retains the right to reject any in-service program that does not meet the District's professional standards. The approval of any course shall not be unreasonably withheld.

Section 11. Teaching Assistant Assignments

Every effort shall be made to provide each Teaching Assistant with a tentative building assignment for the September term on or before June 15, but in any event before the last day of school in June.

**ARTICLE V
PROFESSIONAL RESPONSIBILITIES**

Section 1. Personnel Records

Upon request and with reasonable notice, Teaching Assistants shall be permitted to examine, after school hours, the official personnel record maintained in Central Office under their own names. Such files will contain credentials, certification documents, transcripts, employment recommendations received by the District, and supervisory evaluations of the Teaching Assistant's performance in the Plainedge Schools. Materials such as letters of reference, college placement folders, portions of the original application and other similar material received by the district prior to the Teaching Assistant's employment shall not be examined.

Ratings, observations, and evaluations of the Teaching Assistant made by supervisory personnel shall not be placed in the Teaching Assistant's file until the Teaching Assistant has had an

opportunity to read them. The Teaching Assistant shall acknowledge that he/she has read such materials by signing the copy to be filed, but such signature shall not be deemed to constitute the Teaching Assistant's agreement with its content. Refusal of the Teaching Assistant to sign will be noted by the appropriate representative of the District. The Teaching Assistant shall have the right to respond in writing to any material filed, and such written response shall be placed in the file.

Communications concerning Teaching Assistant's conduct and performance, other than evaluative materials prepared according to district policy, shall not be filed in the folder prior to the conclusion of a waiting period of ten (10) school days, such waiting period to provide the Teaching Assistant an opportunity to initiate a grievance. The ten (10) day waiting period shall begin when the Teaching Assistant receives a copy of material to be filed. Material on which a grievance is initiated shall not be placed in the folder until the grievance is resolved. Any material judged inaccurate or incorrect as the result of the grievance procedure shall not be placed in the folder.

At the time of examination of the file, the Teaching Assistant may prepare a list of the documents found to be in the file and place such list in the file.

Section 2. Faculty Meetings / Professional Development

One Tuesday each month shall be designated as a 2-hour professional development period, exclusive of travel time; one Tuesday per month shall be set aside for faculty/department/grade level meetings; one Tuesday per month shall be designated as a PFT meeting period; and one Tuesday per month shall be unassigned. Should there be a fifth Tuesday in any given month, the use of that day shall be at the District's discretion. It is understood that such meetings shall be of reasonable length. This provision does not preclude the calling of emergency meetings on less than the usual notice, and on other than regularly scheduled meeting days.

Section 3. Professional Development – New Teaching Assistants

All new Teaching Assistants, during their first year of employment, shall be responsible for completing three (3) days of professional development prior to and/or during the school year at the discretion of the school district. Each new Teaching Assistant shall be paid a \$250 stipend upon completion for said professional development.

The PFT will be offered the opportunity to meet with new Teaching Assistants during the professional development sessions offered prior to the school year.

**ARTICLE VI
PERSONNEL PRACTICES**

Section 1. Professional Vacancies

The District will advertise all openings for professional staff. Teaching Assistants applying for any position in the district need not complete application forms, but may outline interests and qualifications in writing to the Superintendent.

Section 2. Teaching Assistant Transfers

- a) Teaching Assistants may request transfers from their current building assignment on or before April 1 of each school year by submitting a Request for Transfer form.
- b) When vacancies occur, transfer requests will be reviewed. Final approval of transfers will be made by the Superintendent of Schools and the building principal.
- c) When a Teaching Assistant returns from any leave of absence, the Teaching Assistant's request for a specific assignment will be given consideration. The final assignment, however, will be determined by the Superintendent.

**ARTICLE VII
SALARIES AND ADDITIONAL BENEFITS**

Section 1. Salary Schedule

- a) Teaching Assistants hired prior to July 1, 2006 will receive salary increases of 3% + 1% each year based on their 2005-06 salary. The table in Appendix 1 shows the salaries for Teaching Assistants, based on their 2005-06 step.
- b) All Teaching Assistants hired after July 1, 2006 will be paid the following:

| | | | | |
|----------------|----------------|----------------|------------------|------------------|
| 2006-07 | 2007-08 | 2008-09 | 2009-2010 | 2010-2011 |
| \$22,733 | \$23,415 | \$24,117 | \$24,841 | \$25,586 |

Section 2. Tax Sheltered Annuities

The District will continue to provide opportunities for all employees to participate in the tax sheltered annuity program within the limits established by the Internal Revenue Service.

Section 3. Life Insurance

The District will provide at no cost to the Teaching Assistant a group term life insurance policy of \$8,000 for all eligible Teaching Assistants with less than three (3) years of service in Plainedge, and \$20,000 for all eligible Teaching Assistants with three (3) or more years of

service in Plainedge. Qualifying Teaching Assistants may purchase matching amounts at the group rate. Amounts equal to the premiums for additional insurance will be deducted from salary on a semi-monthly basis. Teaching Assistants who retire shall have the option of continuing this coverage at their own expense, at group rates, until they reach the age of 65.

Section 4. Health Insurance

- a. For the 2006-07 school year, the District will contribute 66% of the cost of the individual or family health insurance premium.
- b. For the 2007-08 school year, the District shall contribute 68% of the cost of the individual or family health insurance premium.
- c. For the 2008-09 school year, the District shall contribute 71% of the cost of the individual or family health insurance premium.
- d. For the 2009-2010 school year, the District shall contribute 73% of the cost of the individual or family health insurance premium.
- e. For the 2010-2011 school year, the District shall contribute 75% of the cost of the individual or family health insurance premium.
- f. Family coverage may include domestic partners as defined by the insurance carrier. Each eligible Teaching Assistant may select either the Empire Plan (or substitute agreeable to the parties), H.I.P., Choice Care, or Healthnet.

Section 5 – Dental Insurance

The District will continue the dental program administered by Healthplex, for the term of this agreement, at no cost to full time Teaching Assistants and to regular substitutes working more than one semester.

The district shall have the right to change insurance carriers provided that all benefits remain the same.

Dental insurance benefits will not be diminished during the duration of this agreement.

Section 6 – Compensation of Chaperones

- a. Teaching Assistants who serve as official and approved Chaperones at approved school events after regular hours will be paid at the same hourly rate as teachers.
- b. The payments designated in (a) above will only be made for those events and to those Teaching Assistants who received prior approval from the Building Principal.

Section 7 - Substitute Coverage

The District shall have the right to assign, in accordance with Commissioner's Regulations, Teaching Assistants to cover for absent teachers whenever substitutes are not available. Teaching Assistants shall receive a stipend of \$25.00 per day, in addition to their regular salary, when assigned to cover for an absent teacher. It is understood that this provision is not designed to relieve the District of its responsibility to provide qualified substitutes for absent teachers and that Teaching Assistants shall be assigned to cover for absent teachers only in situations where the District is unable to obtain qualified substitutes.

Section 8 - Terminal Separation Compensation

- a) Eligibility for terminal separation compensation is based upon fulfillment of all of the following conditions:
 1. The Teaching Assistant has given at least thirty (30) days written notice of resignation, and leaves the District's employ only at the normal end of the school year unless circumstances beyond the control of the Teaching Assistant necessitate leaving at a time other than the end of the school year.
 2. The Teaching Assistant has completed four (4) consecutive years of service in Plainedge immediately prior to the termination of employment.
 3. The Teaching Assistant is not resigning at the request of the administration in order to avoid the filing of charges under provisions of the state education law or the civil service regulations.
- b) Teaching Assistants shall be paid one tenth of one percent of the annual base contract salary for each unused sick day to a maximum of ninety-one (91) days.
- c) Terminal leave will be paid in a lump sum no later than July 15 of the year of retirement.
- d) Approved attendance days for conferences, school visitations, and professional assignments are included in the days of satisfactory service rendered per annum, and shall not be counted as sick or special absence days.
- e) In the event of the death of an above referenced PFT member, terminal leave and other benefits shall be payable as earned salary as per the employee's beneficiary provisions.

**ARTICLE VIII
PAYMENT OF SALARIES AND DEDUCTIONS**

Section 1. Pay Periods

- a) Salaries will be paid twice a month, on the 15th and on the last day of each month, over a ten month period. In the event that the scheduled pay day is not a working day, checks will be issued on the preceding working day. Where Teaching Assistants so elect, salary payments will be computed on a twenty-four (24) payroll distribution plan with the last four (4) checks being paid with the final check in June.
- b) If an anniversary and a scheduled pay date do not coincide, the amount received for that pay period will be determined by the majority of days under the old or the new scale. Adjustment for the differential will be made with the final check, in June.

Section 2. Jury Duty

Teaching Assistants serving on juries shall be paid their regular salaries less the payments they receive for jury duty. Upon return to school, the Teaching Assistant shall submit to the Business Office proof of the number of days served and the amount of payment received for jury duty.

**ARTICLE IX
LEAVES**

Section 1. Sick Leave

- a) Teaching Assistants shall be entitled to eleven (11) sick days annually, with full compensation, cumulative to a total of one hundred eighty-two (182) days for personal illness or illness in the immediate family, and terminal separation compensation.
- b) The unused sick leave days of Teaching Assistants who are subsequently given full-time teaching appointments with no break in service will be converted to full-time teacher equivalents at the time of appointment at a rate of two Teaching Assistant sick days for one teacher sick day, and may be accumulated for sick leave and terminal separation compensation.
- c) Teaching Assistants who leave school during the school day due to illness or emergency shall not be charged with a sick day or special absence day if they have worked more than three hours and twenty minutes.
- d) Teaching Assistants who are absent for illness for more than five (5) consecutive working days shall inform the District of the anticipated duration of their absence by submitting a Certification of Health Care Provider form.

Section 2. Sick Leave Bank

A sick leave bank of twenty (20) days has been established for the TA bargaining unit, and shall be replenished up to the twenty (20) day total effective September 1st of each year. A Teaching Assistant who has exhausted his/her accumulated sick leave may be granted up to twenty (20) days paid leave from the sick bank at the Superintendent's discretion.

Section 3. Bereavement

In the event of the death of a member of the immediate family, a domestic partner, or a relative residing in the same house, the teacher shall be granted leave of absence for bereavement, with full compensation, up to 5 work days. Immediate family is defined as the employee's spouse, children, parents, brothers, sisters, grandparents, mothers and fathers-in-law, brothers and sisters-in-law and grandparents-in-law.

Section 4. Special Absence (Personal) Days

- a) Full-time Teaching Assistants shall be allowed two (2) days per year for personal reasons which require time that cannot be scheduled on Saturdays or after school hours. Special absence request shall be submitted to the Building Principal on a Special Absence Request Form signed by the Teaching Assistant. Special absence days shall not be used solely to extend any holiday, long weekend, or recess period, nor may such days be used for outside paid employment.
- b) Except in cases of genuine emergency, all requests for personal leave shall be submitted at least five (5) days in advance of the day or days involved. Personal days may be used only in full day units.
- c) Special absence days are not cumulative as such, but when unused shall be applied to accumulated sick leave time.

Section 5. Child Care Leave

A leave of absence, without pay, for a period not to exceed one year from the commencement of the leave, will be granted to any tenured Teaching Assistant with three or more years in the District, for the purpose of caring for a child, whether natural or adopted by the Teaching Assistant. In the case of a leave to care for any adopted child, the leave shall commence upon entry of an order by an appropriate court granting custody of a child to a Teaching Assistant.

A written request for a child care leave and/or family medical leave must be submitted to the Superintendent of Schools no later than sixty (60) days prior to the date requested, except in the case of an appropriate court granting custody of a child to a Teaching Assistant.

A child care leave shall be of such duration that the time of return of the Teaching Assistant from leave shall coincide with September 1st or February 1st of any school year. At the time a child care leave is granted, it shall contain the specific expected date of return. A Teaching Assistant intending to return on the date specified in the leave must confirm the return with the

Superintendent by March 1st for a September 1 return or by October 1st for a February 1st return. Failure to respond to this requirement shall relieve the District of the obligation of re-employment.

It is recognized that there may be occasions when a Teaching Assistant wants to return to work earlier than scheduled or at some time other than September 1st or February 1st because of unforeseen circumstances. In such circumstances the Superintendent will give prompt consideration to the request to return; it being understood that his/her decision in this matter shall be at his/her discretion and not subject to review in the grievance procedure, in arbitration or otherwise.

Child care leaves will not allow the Teaching Assistant to advance on the salary schedule, and will not apply toward seniority.

For Teaching Assistants eligible for a Family Medical Leave (FML), the FML will begin on the first day of the Child Care Leave and will run for twelve weeks, concurrently with the Child Care Leave. If eligible, the Teaching Assistant may opt to take just a Family Medical Leave, but in that case the leave will be no longer than twelve weeks.

Section 6. Other Leaves of Absence

The District will consider employee requests for other leaves of absence without pay, such leaves to be granted at the sole discretion of the District.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of Grievance

The term "grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this Agreement. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitrable matter.

Section 2. Powers of Arbitrators

Arbitrators shall have no power or jurisdiction to add to, delete from, or modify any of the terms of this Agreement.

Section 3. Procedure to be followed

a) First stage:

1. The PFT, or a Teaching Assistant who claims to have a grievance, shall present the grievance in writing to the principal or supervisor within ten (10) working days after the grievance occurs, specifying the issues and requesting a conference to discuss them.

2. The principal or supervisor shall discuss the grievance with the PFT or the Teaching Assistant and shall make such investigation as he/she deems appropriate.

3. Within ten (10) working days after receiving the written grievance, the principal or supervisor shall make and communicate a decision in writing to the PFT or the Teaching Assistant presenting the grievance, to the Superintendent, and to the President of the PFT.

b) Second Stage:

If the grievance is not resolved by the principal or supervisor at the first stage, the Superintendent shall receive all records and reports related to the grievance. The PFT or the Teaching Assistant may then choose one of the following alternatives:

1. The PFT or the Teaching Assistant may request of the Superintendent a review of the first stage determination made by the principal or supervisor. Said request for review by the Superintendent shall be submitted, in writing, within ten (10) working days after receipt of the written determination in the first stage of this procedure. If the grievance was brought by a teacher the PFT has the right to present to the Superintendent, in writing, within ten (10) working days after the receipt of the determination in the first stage of the procedure, a memorandum stating its views on the grievance. The Superintendent will review the decision in the first stage of this procedure, and make a determination within ten (10) working days of the receipt of the request or a review.

2. The PFT or the Teaching Assistant and/or his/her representative may request, in writing, a hearing with the Superintendent to review the determination made in the first stage of this procedure. Said request must be submitted to the Superintendent within ten (10) working days after receipt of the determination made in the first stage of this procedure. The Superintendent shall set a date for said hearing within five (5) working days of receipt of the request, and shall notify the grievant and/or the PFT of this date, which shall take place within ten (10) working days of receipt of the request for a hearing. The superintendent shall submit his/her findings to the PFT or the Teaching Assistant, upon such review, within ten (10) working days after the conclusion of said hearing. If the grievance was brought by a Teaching Assistant, the PFT has the right at the hearing to make an oral or written presentation of its views on the grievance.

c) Third Stage:

1. Either party to this Agreement may appeal from the determination of the Superintendent after the completion of the first and second stages, by requesting in writing, within ten (10) working days after the receipt of the determination of the Superintendent, the arbitration services of the American Arbitration Association. A copy thereof shall be mailed simultaneously to the other party. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply. The cost of any such arbitration, excluding attorney's fees, shall be borne equally by the District and the PFT.

2. The award of such arbitration shall not be final or binding, but shall be advisory in nature only and shall include a statement of the Arbitrator's findings of fact, conclusions and recommendations.

3. The District has the legal responsibility to make recommendations of the Arbitrator in exercising this responsibility. Action by the District will be taken within thirty (30) days after receipt of the Arbitrator's report and recommendations.

Section 4. Alternative Representation

The Teaching Assistant instituting a grievance shall have the right to appear personally, or through the PFT or any other representative chosen by the teacher. Should the Teaching Assistant not designate the PFT, it shall have the right to be present at all stages of the procedures herein set forth.

Section 5. Waiver of First Stage

The Superintendent and the PFT may, by mutual agreement, agree to waive the first stage of the foregoing grievance procedure.

ARTICLE XI NO STRIKE OR WORK STOPPAGE

The PFT and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The PFT agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by Teaching Assistants covered by this Agreement, nor shall the PFT or its agents or representatives instigate such actions.

ARTICLE XII MANAGEMENT RIGHTS

It is expressly understood and agreed that the District reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders, and policies, and/or to institute or adopt new rules, regulations, orders and policies, on any and all matters and subjects.

ARTICLE XIII MUTUAL AGREEMENT

This collective bargaining agreement may not be changed except by mutual agreement of the parties in writing.


**ARTICLE XV
CONFORMITY WITH SECTION 204-a
OF THE TAYLOR LAW**

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

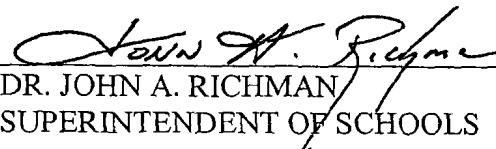
**ARTICLE XVI
DURATION**

The provisions of this Agreement shall be effective July 1, 2006 and shall continue in full force and effect until June 30, 2011.

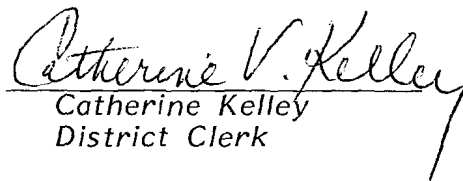
PLAINEDGE FEDERATION OF TEACHERS

By:  4/25/06
LAURA POKORNY, PRESIDENT

PLAINEDGE UNION FREE SCHOOL DISTRICT

By:  4/25/06
DR. JOHN A. RICHMAN
SUPERINTENDENT OF SCHOOLS

This Agreement was approved at a Public Session of the Board of Education on April 27, 2006.


Catherine Kelley
District Clerk

APPENDIX 1

SALARY SCHEDULE

Teaching Assistants hired prior to July 1, 2006, will receive salary increases 3% + 1% based on their 2005-06 step, as shown in the table below. For example, a Teacher Assistant on step 6 in 2005-06, will receive the following salaries over the five year contract:

| | | | | |
|----------------|----------------|----------------|------------------|------------------|
| 2006-07 | 2007-08 | 2008-09 | 2009-2010 | 2010-2011 |
| \$29,514 | \$30,703 | \$31,940 | \$33,228 | \$34,567 |

| Step in 2005-06 | 2006-07 | 2007-08 | 2008-09 | 2009-2010 | 2010-2011 |
|------------------------|----------------|----------------|----------------|------------------|------------------|
| 1 | 22,960 | 23,886 | 24,848 | 25,850 | 26,891 |
| 2 | 24,602 | 25,593 | 26,625 | 27,698 | 28,814 |
| 3 | 26,239 | 27,297 | 28,397 | 29,541 | 30,731 |
| 4 | 27,883 | 29,006 | 30,175 | 31,392 | 32,657 |
| 6 or 7 | 29,514 | 30,703 | 31,940 | 33,228 | 34,567 |
| 9 | 30,253 | 31,472 | 32,741 | 34,060 | 35,433 |
| 12 | 31,785 | 33,066 | 34,399 | 35,785 | 37,227 |