Contract Database Metadata Elements

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Union: United Paraprofessionals Association of Port Jefferson

Local:

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AGREEMENT

Between

THE PORT JEFFERSON PUBLIC SCHOOLS U.F.S.D. #6

And

THE UNITED PARAPROFESSIONALS ASSOCIATION OF PORT JEFFERSON

July 1, 1998 through June 30, 2001
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PREAMBLE

This agreement effective retroactively to the first day of July, 1998 by and between the BOARD OF EDUCATION OF THE PORT JEFFERSON SCHOOL DISTRICT NO. 6 (hereinafter called the Board) and the UNITED PARAPROFESSIONALS ASSOCIATION OF PORT JEFFERSON (hereinafter called the Association). Unit members shall hereinafter be called Paraprofessionals. Effective July 1, 1998, the language of the agreement on the items contained therein shall be controlling.

ARTICLE I
RECOGNITION

The Port Jefferson Board of Education, having determined that the United Paraprofessionals Association of Port Jefferson is supported by a majority of the employees in a unit composed of all Aides, Teacher Assistants, and Lifeguards hereby recognizes The United Paraprofessionals Association of Port Jefferson as the exclusive negotiating agent for the employees in such unit. Said recognition to extend for the maximum period allowed by law. Excluded from said unit are all other District employees.

The Board and the Association agree that they shall not discriminate against any unit member for reasons of age, race, creed, color, national origin, sex, membership in or lack of membership in the Association, or because of any unit member's lawful activities in the Association or for the rights of either party under the Taylor Law.

ARTICLE II
DUES DEDUCTION/AGENCY FEE

1. The Board agrees to deduct from the salaries of its employees dues for the United Paraprofessionals Association of Port Jefferson as said unit members individually and voluntarily authorize the Board to deduct and to transmit such monies to the Association. Paraprofessional authorization shall be in writing in the form set forth in Appendix A:
2. The Association will certify to the Board in writing the current rate of membership dues named in Section (1) above. The Association will give the Board thirty (30) days written notice prior to the effective date of any such change.

3. Deductions commence with the fifth pay period after the start of the school year as agreed to by the parties and continue for ten (10) pay periods. Dues shall be deducted in ten (10) equal payments. For those unit members who submit deduction authorization forms after dues have commenced, dues shall be taken out of each of the remaining ten (10) checks in the same amount as is deducted from unit members who have dues deducted over the full ten (10) periods.

4. That except for the ordinary diligence and care in the deduction and transmittal of the monies to the Association, the Association agrees to hold the Board free from all liability in connection with dues deduction with the exception of attorneys fees.

5. a. The Port Jefferson School District shall deduct from the salary of employees in the bargaining unit as defined in Article I of this Agreement who are not members of the Association the amount equivalent to the dues levied by the United Paraprofessionals Association of Port Jefferson and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

b. The United Paraprofessionals Association affirms that it has adopted such procedures for refund of agency fee deduction as required by law and a copy of such procedure shall be provided to the District.

c. In the event there are changes of staff during the school year, and such employees do not elect dues deduction, the Association will update its list in January of the school year for purposes of Agency Fee Deduction. Such list will be submitted to the School Business Administrator no later than January 15.
ARTICLE III
GRIEVANCE PROCEDURE

1. Purpose

It is the policy of the Port Jefferson School District and the United paraprofessionals Association of Port Jefferson that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definition

a. A "grievance" is an alleged violation of this agreement or dispute with respect to its meaning or application to the aggrieved party.

b. An "employee" is any person in the unit covered by this agreement.

c. An "aggrieved party" is the employee who submits a grievance or the Association on contract items of District wide application.

3. Submission of Grievances

a. Before submission of written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.

b. Each grievance shall be submitted in writing on a form approved by the District and the Employee Unit and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
c. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

d. The aggrieved party may be represented at any formal level of the procedure by a representative of his choice.

4. **Grievance Procedure**

a. **Stage 1 - Building Principal**

The building principal and/or the Principal's designee shall respond in writing within two calendar weeks after receipt of each grievance. If any aggrieved party is not satisfied with the response of the Building Principal and/or the principal's designee or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within two calendar weeks thereafter to the Chief School Officer.

b. **Stage 2 - Chief School Officer**

The Chief School Officer or his designated representative shall, upon request, confer with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of his position with respect to it no later than two weeks after it is received by him.

c. **Stage 3 - Advisory Arbitration**

In the event the Association is not satisfied with the response of the Chief School Officer, it may, within two calendar weeks after receiving such response, refer the grievance to arbitration by asking the State PERB to submit a list of proposed arbitrators for selection by the parties.
The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. Costs for the services of the arbitrator shall be shared equally by the parties.

d. **Stage 4 - Board of Education**

The Board of Education shall render a final decision within two calendar weeks after the receipt of the arbitrator's award. The decision of the Board of Education shall be final and binding on the parties.

**ARTICLE IV**

**ASSOCIATION RIGHTS**

A. The Association shall have the right to use the school buildings at reasonable times for meetings. Such meetings will not interfere with normal working hours and requests for such space must be submitted at least two (2) days in advance. Requests for building usage shall be made to the building principal and/or the principal's designee on a form provided by the District.

B. The Association shall have the right to post notices on staff bulletin boards and also to use the mailboxes to communicate with its members in all buildings.

C. The District agrees to duplicate and supply copies of this agreement without cost to all unit members and an additional ten (10) copies to the United Paraprofessionals Association of Port Jefferson. The District will provide a copy of this agreement to new hires at the time of hire.
ARTICLE V
RIGHTS OF UNIT EMPLOYEES

1. Within two weeks after the ratification of this agreement, employees in the unit will be given a job description of his/her position. Thereafter, a job description will be provided only if the job description is revised or if the individual changes position.

2. Teacher aides shall supervise students when no other substitutes are available. Teacher assistants shall be required to act as substitutes teachers when no other substitutes are available. Student supervision, monitoring and other duties normally performed by teacher aides and assistants will not be construed as substitute service. Teachers assistants employed as substitutes shall be compensated at their regular rate of pay plus fifteen percent (15%) for each class covered provided the teacher for whom the assistant substitutes is absent and not just reassigned from classroom duties.

ARTICLE VI
PROMOTIONS AND VACANCIES

The District will inform all paraprofessionals of vacancies within the unit by means of a notice placed on staff bulletin boards in every school in sufficient time to allow for filing applications prior to the established deadline. It is understood by the parties that there is no obligation on the part of the District to post reclassified positions. That is, if an aide position is reclassified to an assistant's position, the assistant position need not be posted. If a vacancy exists during the summer, a letter of notification will be sent by the District to all unit members who have expressed an interest by providing notice to the District in June that they wish to be notified of such vacancies. Mailings will be done as positions become available between July 1 and August 1. The District shall also send a copy of the notification to the President of the Association.

In order to encourage self-improvement and to encourage paraprofessionals to increase their productivity, the Board agrees to give priority consideration to qualified unit members for any unit position which becomes available. The paraprofessional must be certified and qualified for the position. If more than one equally qualified and certified employee applies for an available unit position, the more senior applicant will be given priority consideration.
ARTICLE VII
FACILITIES

On request, individuals shall be provided a locker for storage of clothing and personal effects of paraprofessionals.

ARTICLE VIII
WORK DAY/YEAR

1. The work year for paraprofessionals shall be the same as the school year for teachers, but not less than 183 days, including superintendent's conference days, shortened sessions, and the first day staff return in the fall for district and building meetings and preparation for the first day of school. One extra work day shall be set aside for required staff development and/or building level work in support of the instructional program. The date of such day shall be mutually agreed upon between the unit president and the Superintendent of Schools.

2. The length of the school day for full-time paraprofessionals shall be six and one-half (6 ½) hours, excluding lunch.

3. Any employee who is required by his/her supervisor to work beyond 8 hours per day or 40 hours per week, shall be compensated at a rate of 1 ½ times his/her hourly rate of pay. Overtime will first be assigned within a building on the basis of seniority within the job position or classification of work needed by the District. If the District is unable to fill such overtime needs from within the building, the District will assign form within the classification on a District-wide basis. In all other cases, overtime will be assigned on the basis of building seniority. Lists will be drawn up within two weeks after settlement.

4. Each full-time paraprofessional shall be entitled to a fifteen (15) minute break each morning and again each afternoon. Each full-time paraprofessional shall also be entitled to a thirty (30) minute lunch period each day.
5. Part-time employees shall be entitled to a fifteen (15) minute break if they work four (4) or more hours per day and a twenty (20) minute lunch break if they work five (5) or more hours per day.

6. **Evening Meetings**

Unit members must attend all evening meetings or activities which teachers are required to attend, without any additional compensation.

**ARTICLE IX**

**EVALUATION**

1. All observation of unit members shall be done openly and with the full knowledge of the person being observed, except in unanticipated cases of observed misconduct.

2. Any written observation or evaluation of an employee's performance shall be discussed with the unit member within seven (7) days of the observation. The observation shall be signed by the unit member after the conference and then inserted in the unit member's file. The signature does not indicate concurrence with the observation report.

3. If improvement in performance is needed, the evaluator will indicate such need on the evaluation. Suggestions for improving performance may be made by the evaluator. Upon request, an evaluator will make up to two follow-up observations where improvement of performance has been indicated as needed. Such reports shall indicate improvement made, if any.

**ARTICLE X**

**LAYOFF AND RECALL**

1. Aides shall be excceded in inverse order of seniority, i.e., the least senior aide shall be excceded first. Aides who are excceded shall be placed on a recall list for a period of three (3) years. Should recall take place within that time, the last excceded aide will be recalled first.

2. Assistants shall be excceded and recalled pursuant to the appropriate provisions of the Education Law.
3. Any excessed aide or assistant who is then recalled by the District shall be placed on the same salary step as he/she was at the time of excessing.

4. Aides and assistants shall be notified by June 1, if their services are not going to be needed for the following school year.

5. The District will maintain four separate seniority lists: One of full-time aides, one for part-time aides, one for full-time assistants and one for part-time assistants. When a recall notice is refused by an employee, the name shall be removed from the list.

6. An aide who becomes an assistant through reclassification of his/her position to an assistant and if that assistant position is subsequently abolished or eliminated, the reduced assistant will have bumping rights in his/her former aide category. Time spent in the assistant position will count as seniority in the aide position for bumping purposes. Service in the District must be continuous form one position to the other.

ARTICLE XI
LEAVE PROVISIONS

1. Full and part-time unit members who work on a regularly scheduled basis are allowed twelve (12) days' sick leave per year (a day is equal to the employee's regularly scheduled number of daily hours) earned at the rate of 1.2 days per month, for reasons of personal illness. Up to three (3) of the twelve (12) personal illness days per year may be used, if needed, for illness in the immediate family. The Association is aware of District's rights under Section 913 of State Education Law. Unit members shall be informed each year in September of their accumulated sick and personal leave.

2. Employees will be allowed to accumulate unused sick days up to eighty (80) days if the employee does not take advantage of paragraph 3 below. For purposes of sick leave accumulation accrual, unused personal leave days will be added to the sick leave accrual to the contractual maximum.

3. Once a unit member accumulates thirty (30) days, he/she may be paid at his/her discretion for his/her unused annual allotment, in place of continued accumulation, as follows:
A. Full-time aides and assistants [those working thirty-two and one-half (32 ½) or more hours per week] will be paid sixty ($60) dollars per unused day of sick leave and personal leave.

EXAMPLE: A unit member enters the 1998 - 1999 school year with an accumulation of thirty (30) days of unused sick and personal leave. For the 1998-1999 school year the unit member is also allowed his/her twelve (12) days sick leave allotment. By June of 1999, the employee has not used any time. He/she shall be paid $900 (12 unused sick days + unused personal days x $60 = $900). In the event he/she uses three of the available days in any combination, he/she shall be paid for twelve unused sick/personal days or $720.

B. Part-time paraprofessionals [those who work less than thirty-two and one half (32 ½) hours per week on a regularly scheduled basis] will be paid forty ($40) dollars for each unused sick day/personal day after he/she accumulates thirty (30) days. Payment shall be according to the same formula as in Section A above.

4. Upon retirement or excessing, paraprofessionals who have not taken advantage of paragraph 3 above shall receive payment for all accumulated sick leave at the rate of sixty ($60) dollars per day for full-time paraprofessionals and forty ($40) dollars per day for part-time paraprofessionals.

5. Employees will receive such payment if requested for annual unused sick/personal days in a separate check within two weeks after the end of the school year in June.

6. Personal Leave: Employees may be granted a total of three (3) days for personal leave during any given school year by the Chief Administrative Officer, provided that:

a. A written request is submitted at least one (1) day prior to the absence on the school form.

b. Such absences are not contiguous to a school holiday. There shall be no retroactive approvals of personal leave requests, except in cases of emergency.
7. The District shall notify each employee in writing each year in September of his/her accumulated sick and personal leave.

8. In cases of death in the immediate family (defined as mother, father, grandparent, sister, brother, wife, husband, child, mother-in-law, father-in-law, or relative living with, and dependent on the family) the employee will be allowed the number of days absence required up to a maximum of five calendar days without deduction of salary.

9. Jury Duty: A unit member who is required to serve on jury duty shall suffer no loss of pay. Any remuneration received by such unit member over and above the unit member's expenses for transportation shall be remitted to the District.

10. Leaves of Absence: A leave of absence without pay or increment or advancement in step designation or seniority of up to one (1) year will be granted upon written request for personal reasons or for child care leave. The employee will give at least thirty (30) days notice to the District before returning.

ARTICLE XII
SALARIES

Salary increases for the following years shall be:

Effective 7/1/98, four to the (4%) 1997-98 employee's base salary
Effective 7/1/99, four to the (4%) 1998-99 employee's base salary
Effective 7/1/00, four to the (4%) 1999-00 employee's base salary

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If there is no successor agreement on July 1, 2001, the salaries in effect June 30, 2001 will continue unchanged until a successor agreement is ratified.
ARTICLE XIII
FRINGE BENEFITS

1. a. Paraprofessionals hired prior to July 1, 1989 who work thirty (30) hours or more per week on a regular basis will receive the same Health Insurance and Dental Insurance Benefit as arrived at by the District Insurance Committee at the same rate of District contribution.

b. Full-time paraprofessionals hired on or after July 1, 1989 (except for recalled aides and assistants whose initial employment with the District began before July 1, 1989) who work thirty-two and one-half (32 ½) hours or more per week on a regular basis will receive the District's Health and Dental Life Insurance Benefit with 38% of the premium paid by the employee effective July 1, 1998; 26% of the premium paid by the employee effective July 1, 1999; and 15% of the premium paid by the employee effective July 1, 2000. Aides and assistants whose initial employment with the District began before July 1, 1989 and who are recalled on or after July 1, 1989 shall be entitled to the benefits set forth in Section "a" above.

c. Members of the unit will be covered under the District group life insurance policy with 85% of the premium paid by the Board. For insurance coverage computation salary will be determined on basis of the employee's prior year's W-2.

2. a. Any person presently who is currently enrolled or not enrolled in the medical insurance program offered by the District may waive the right to be covered in consideration for one-quarter (¼) of the District's cost of the premiums of his/her policy in effect at the time of waiver effective July 1, 1998; one-third (⅓) of the District’s cost of the premiums effective July 1, 1999; and one-half (½) of the District’s cost of the premiums effective July 1, 2000 and relieve the District of any obligation for paying premiums on the person's behalf. Such waivers must be renewed annually upon proper written application submitted no later than June 30. If a person
rejoins the medical insurance program during the school year, that person shall receive payment for the non-participating period at a pro-rated amount.

b. Full-time employees hired prior to July 1, 1989, who work thirty (30) hours or more per week and who elect not to participate in the plan, who then re-enroll during the term of this contract in accordance with the procedures, timetables and requirements imposed by the insurance carrier shall be entitled to receive the benefits of the plan at the rate of contribution by the Board of Education applicable to employees hired before July 1, 1989.

c. Any payment due members of this bargaining unit under this provision shall be made in a separate check payable during the last week in June.

3. Employees who work less than thirty (30) hours may join the District insurance plan at their own expense if permitted by the carrier under its rules and requirements.

4. Health Insurance - Retirees

The District shall pay to retirees effective July 1, 1998 the same rate of contribution towards the premium of a health insurance plan as was paid to the employee as an active employee on the date of retirement. Once a retiree or his/her spouse reaches the age of 65, he/she must enroll in Medicare, Part B. The District shall reimburse such person the amount deducted from his/her Social Security benefits to pay for such enrollment.

5. Workers' Compensation for this unit will be in accordance with the District plan required for all employees.

6. Appropriate retirement plan will be made available to unit members in accordance with the rules and regulations governing enrollment.

7. Payroll deduction will be made available for the District tax sheltered annuity program and for the credit union. Deduction authorizations must
8. In the event the District requires an aide or assistant to take a course, the cost of the tuition, if any, will be reimbursed when appropriate documentation is submitted. The requirement by the District for an aide or assistant to take a course must be in writing and approved by the Superintendent of Schools.

9. **Longevity**

Longevity increments shall be given as follows:

- $1,000 at the end of the 10th year of employment.
- $1,000 at the end of the 20th year of employment.

10. **Retirement Incentive**

In the event that the District offers a retirement incentive (state or local) to the Teachers' Association during the term of this Agreement, 1998-2001, the District will also offer an incentive to this unit. It is understood that the criteria for eligibility and the terms of such incentive are to be determined solely by the Board of Education in its sole discretion and in accordance with law.

**ARTICLE XIV**

**PROPERTY LOSS**

In the event a unit member suffers personal property loss through no fault of the member while performing his/her duties, the District shall reimburse such unit member for the loss not to exceed one hundred ($100) dollars per incident. In no event shall the
District expend more than a total of three hundred ($300) dollars per year pursuant to this provision.

ARTICLE XV
PARAPROFESSIONAL ATTENDANCE REVIEW

Should the building administrator or supervisor of a teacher aide or assistance be concerned with a paraprofessional's attendance record, the following steps shall be taken:

1. The direct supervisor will meet with the staff member and informally discuss the nature of the concern with the paraprofessional.

2. After a reasonable period of time, to be determined by the supervisor, if the absentee problem has continued, a formal letter will be sent to the paraprofessional stating the nature of the concern. In addition, the supervisor shall arrange a meeting among the affected paraprofessional, the supervisor and the Superintendent or his designee. The teacher aide or assistant may bring a Union representative to this meeting.

3. The meeting will be held at a mutually convenient time and will be intended to produce a satisfactory resolution of the problem. At the discretion of the Superintendent, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee.

4. If after a reasonable period of time following this meeting, the alleged problem persists, the administrator may cite his/her concerns in a written communiqué, letter or evaluation report to the employee, as well as initiate whatever action he/she deems appropriate, consistent, with the terms of the contract and law, in order to correct the alleged problem. The foregoing may include appropriate disciplinary procedures provided by the law, the requirement of a physician's statement to substantiate the appropriate use of sick leave, and the requirement of a statement and/or other documents to substantiate the appropriate use of personal leave.
5. Nothing herein shall prohibit the District from taking action in accordance with law including but not limited to the provisions of Section 75 of the Civil Service Law or Section 3020-a of the Education Law.

**ARTICLE XVI**

**SAVING CLAUSE**

If any provision of the Agreement shall be found contrary to law then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in effect.

**ARTICLE XVII**

**MISCELLANEOUS**

1. Salaries shall be paid on a bi-weekly basis.

2. Time sheets shall be kept by individual employees but must be approved by the supervisor and turned in at the end of each pay period.

3. This Agreement sets forth the entire Agreement between the parties and the same shall not be changed, altered or modified except by written instrument signed by both parties.

4. Pursuant to the provisions of sub-division 3 (b) of Section 207 of the Civil Service Law, the Association hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

5. **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.**
ARTICLE XVIII
DURATION

This agreement shall be effective for the period from July 1, 1998, through June 30, 2001.

[Signature]
CHIEF SCHOOL OFFICER
PORT JEFFERSON UNION FREE SCHOOL DISTRICT NO. 6

[Signature]
UNITED PARAPROFESSIONALS ASSOCIATION OF PORT JEFFERSON

DATE: 8/30/99
Has Brody worked past 9/30/99?

If so, Janice does an extension of his employment have to go to the Board?

Also, Janice can the Business Office get the hourly increase for the part time paraprofessionals in writing by Friday? ($7.50). I don't want to send their checks out without it.

Thank you.

CC: Janice Baisley; Lorraine Dunkel
TO: All Paraprofessionals
FROM: Dr. Edward J. Reilly
DATE: March 10, 2000

Since your newly adopted contract provides for one extra day for staff development (see page 7, Article VIII, Work Day/Year #1), I have met with your union representatives to agree on these days.

We both believe that one additional extra day at the end of the school year will be least disruptive to staff who already made holiday plans. This choice also allows principals to be in the buildings supervising activities.

Hence, please note that you must report for work on Monday, June 26, 2000 this year and Monday, June 25, 2001 next year.

We plan to offer meaningful, interesting and relevant training for everyone.