



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **East Islip Union Free School District and Paraprofessional Chapter of the East Islip Teachers Association (2004)**

Employer Name: **East Islip Union Free School District**

Union: **Paraprofessional Chapter of the East Islip Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **4916**

Unit Size: **110**

Number of Pages: **30**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AID | 4916

10/13/05

**AGREEMENT**

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

NOV 24 2006

**between the** OFFICE OF THE CHAIR

**EAST ISLIP UNION FREE SCHOOL DISTRICT**

**and the**

**PARAPROFESSIONAL CHAPTER**

**of the**

**EAST ISLIP TEACHERS' ASSOCIATION**

**\* \* \***

**July 1, 2004 - June 30, 2008**

110

**TABLE OF CONTENTS**

**ARTICLE I - RECOGNITION.....2**

**ARTICLE II - PRINCIPLES .....3**

**ARTICLE III - PROCEDURES FOR NEGOTIATIONS .....4**

**ARTICLE IV - EMPLOYMENT TIME.....6**

**ARTICLE V - CLASSIFICATION .....7**

**ARTICLE VI - SALARY & FRINGE BENEFITS .....8**

**ARTICLE VII - GRIEVANCE PROCEDURE .....14**

**ARTICLE VIII - APPOINTMENTS, TRANSFERS, PROMOTIONS.....17**

**ARTICLE IX - EMPLOYEE ASSOCIATION RIGHTS .....19**

**ARTICLE X - RIGHTS OF THE TEACHER AIDE .....23**

**ARTICLE XI - EVALUATION OF PARAPROFESSIONALS.....26**

**ARTICLE XII - RATIFICATION OF CONTRACT .....27**

**ARTICLE XIII - DURATION OF AGREEMENT.....28**

## ARTICLE I - RECOGNITION

1. In accordance with Section 208C of the Civil Service Law, during the period of this agreement, the Board of Education of the East Islip Public Schools, Town of Islip, hereafter referred to as the "District", recognizes the Paraprofessional Chapter of the East Islip Teachers' Association, hereafter referred to as the "Association", as the exclusive bargaining agent for Unit 5. This unit shall include all permanent, full-time and part-time personnel having Civil Service titles of Part-time Clerk-typists, Health Aides, Instructional Aides and School Monitors. Excluded shall be temporary and occasional personnel having the aforementioned titles and all other district employees.
2. Probationary and temporary employees shall be defined as those employees without permanent Civil Service Status.
3. In the event the representation status of the Association is challenged, the District will proceed according to the regulations of the Public Employees Relations Board established under the N.Y.S. Public Employees Act.
4. In accordance with the provisions of Chapter 392 of the Laws of the 1967 (Public Employees Fair Employment Act), and to encourage and promote effective and harmonious relationships and advance the cause of public education in East Islip, the Association pledges that it will not assist or participate in a strike, pursuant to Section 208 (3) (b) of this Act. The term "strike" as herein defined shall mean any strike or other concerned stoppage of work or slowdown.

## ARTICLE II - PRINCIPLES

1. Recognition of the Association shall not interfere with or impair the rights of employees under the Constitution or laws of the State of New York.
2. In the event that any term or provision of the Agreement is contrary to any provision of appropriate federal, state or local statutes or ordinances, then the provisions of said laws shall prevail in the particular instance. All other provisions of this Agreement shall remain in effect.
3. The conditions set forth in this Agreement will not be changed in any way by the Association or the District, and negotiations will not be reopened during the life of this Agreement, unless mutually agreed. However, periodic discussion may be held by representatives of the Association and representatives of the District.
4. Both parties to this Agreement recognize their responsibility to at all times act in good faith in carrying out any and all provisions of the Agreement.
5. The Association recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement, the Board and Administration agree that the Association will be consulted prior to the adoption of any policy which directly affects members of the Paraprofessional Unit. Employees will cooperate with management in conformity with the obligations of this Agreement to facilitate effective operation.

### ARTICLE III - PROCEDURES FOR NEGOTIATIONS

1. No later than February 15 preceding June of the final year of this agreement or any other mutually agreed date, the Association and the District shall enter into negotiations for the following school year or years. The District representatives will continue to meet with the designated representatives of the Association until agreement has been reached on the times listed below: *items*

- A. Rights of the Teacher Aide
- B. Rights of the Association
- C. Definitions of Aide Categories
- D. Working Conditions
- E. Salary and Fringe Benefits
- F. In-Service Training
- G. Evaluation of Paraprofessionals

2. Both parties agree to adhere to the provisions, procedures, and rules of the Taylor Law during the negotiations process.

3. If requested by either party, a negotiation session will take place at least once every two weeks.

4. Negotiation sessions will be conducted during normal business hours (9 a.m. - 5 p.m.) unless mutually agreed to change these hours.

5. Negotiation sessions will not exceed two hours unless mutually agreed to extend these time limits.
6. Employees who are on the negotiations team will not be excused from assigned job responsibilities, unless the District deems it advisable. In such cases, members of the negotiations team will suffer no loss of pay or benefits for time spent negotiating.
7. Tentative agreements may be reached during the course of negotiations on any issue; however, tentative agreements are not final until agreement is reached on the entire contract.
8. All matters discussed and considered during negotiations will remain confidential until agreement has been reached or impasse declared. Confidentiality shall be extended to include the Board of Education and the Administrative Staff as well as members of both negotiating teams, the Executive Board of the Association and designated representatives of their local, state and national affiliates.
9. When tentative agreement is reached covering all the areas being negotiated, the Agreement will be reduced in writing to contract language and submitted to the Association membership and to the Board of Education for ratification. Within ten (10) calendar days from the date of agreement between the negotiators, or by the second day of school if agreement occurs during the Summer, the Association and Board shall take ratification action on the Agreement and the parties shall notify each other in writing as to rejection or ratification of the Agreement.

#### **ARTICLE IV - EMPLOYMENT TIME**

1. The normal work year shall be between Sept. 1st and June 30th. The daily work schedule will be set by the Building Principal or immediate supervisor.
2. The hours of the various job classifications shall be set by the Superintendent and may vary within the district and individual buildings depending on the need at the time. The District shall attempt to schedule each aide's working day so that her assigned hours are continuous. In no case shall the interruption time exceed the time worked after the interruption.
3. All full-time aides shall be permitted one fifteen (15) minutes break per day for their personal needs and comfort.
4. Aides employed five (5) hours or more per day shall be provided lunch time of not less than thirty (30) minutes exclusive of their employment time. This lunch time shall be designated by the immediate supervisor with the approval of the building administrator.
5. New unit members may be required to attend up to three (3) unpaid training days during the school year, depending upon the adopted school calendar. Such training days shall not be required during regularly scheduled holiday recess periods. A training "day" shall not exceed a length of time which is greater than the member's daily employment assignment.



## ARTICLE V - CLASSIFICATION

1. For identification purposes, aides will be classified into four (4) categories:
  - A. MONITORIAL - includes all aides involved in the supervision of children in areas such as cafeterias, playgrounds, study halls, parking lots, classrooms, busses, homerooms, and all other areas where formal instruction is not taking place.
  - B. CLERICAL - includes aides whose major functions include typing, filing, entering of data, operating business and audio-visual machines. This includes typing and duplication of materials, recording of data, securing of materials, grading objective tests, placement of grades for report card distribution, stapling and packaging of materials, and the preparation of other non-confidential records and reports.
  - C. HEALTH - includes aides whose primary responsibility is to tend to the personal needs of disabled or handicapped students. Monitorial or other responsibilities may also be assigned to aides in this category.
  - D. INSTRUCTIONAL - includes aides whose functions include the assisting of teachers in the instructional process, including such tasks as clerical work, bulletin boards and preparation of teaching materials. When involved with children, they will work under the direction of the building administrator or his/her designee.
2. Members of this Unit shall at all times perform their duties as pertaining to their job classifications and descriptions as outlined in this Article. At no time shall they be requested or directed to perform any duties pertaining to a higher job classification without being paid at the higher aide classification rate.

**ARTICLE VI - SALARY & FRINGE BENEFITS**

1. A. 2004-2005 Salary Schedule

<u>Category</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<i>2009</i>
<b>Instructional/Health</b>	<b>\$14.23</b>	<b>\$15.30</b>	<b>\$15.71</b>	<b>\$16.01</b>	<i>16.71</i>
<b>Clerical</b>	<b>\$13.75</b>	<b>\$15.10</b>	<b>\$15.53</b>	<b>\$15.70</b>	<i>16.40</i>
<b>Monitorial</b>	<b>\$13.75</b>	<b>\$14.99</b>	<b>\$15.40</b>	<b>\$15.66</b>	<i>16.36</i>

[For the 2004-2005 school year, the paraprofessionals will be paid on the 2003-2004 pay scale.

In September, 2005, they will be paid on the 2004-2005 pay scale.

In January, 2006, they will receive, in one lump sum, their two (2%) percent deferred increase for the 2004-2005 school year.

In July, 2006, a three (3%) percent pay deferment from the 2005-2006 year will be paid in a lump sum check.]

2005-2006 Salary Schedule

<b>Instructional/Health</b>	<b>\$14.66</b>	<b>\$15.76</b>	<b>\$16.18</b>	<b>\$16.49</b>	<i>17.19</i>
<b>Clerical</b>	<b>\$14.16</b>	<b>\$15.55</b>	<b>\$16.00</b>	<b>\$16.17</b>	<i>16.39</i>
<b>Monitorial</b>	<b>\$14.16</b>	<b>\$15.44</b>	<b>\$15.86</b>	<b>\$16.13</b>	<i>16.83</i>

[In July, 2007, a two and a half (2.5%) percent deferment from the 2006-2007 year will be paid in a lump sum check.]

2006-2007 Salary Schedule

<b>Instructional/Health</b>	<b>\$15.03</b>	<b>\$16.15</b>	<b>\$16.59</b>	<b>\$16.90</b>	<i>17.60</i>
<b>Clerical</b>	<b>\$14.51</b>	<b>\$15.94</b>	<b>\$16.40</b>	<b>\$16.58</b>	<i>17.25</i>
<b>Monitorial</b>	<b>\$14.51</b>	<b>\$15.83</b>	<b>\$16.26</b>	<b>\$16.53</b>	<i>17.23</i>

[In July, 2008, a two and three-quarter (2.75%) percent deferment from 2007-2008 year will be paid in a lump sum check.]

2007-2008 Salary Schedule

<b>Instructional/Health</b>	<b>\$15.44</b>	<b>\$16.60</b>	<b>\$17.04</b>	<b>\$17.37</b>
<b>Clerical</b>	<b>\$14.91</b>	<b>\$16.38</b>	<b>\$16.84</b>	<b>\$17.04</b>
<b>Monitorial</b>	<b>\$14.91</b>	<b>\$16.27</b>	<b>\$16.71</b>	<b>\$16.99</b>

Notwithstanding the effective dates of the above across-the-board wage increases, the yearly deferred wage increases shall be held by the District and not paid to unit members until January 6, 2006 for Year 1; July 15, 2006, for Year 2; July 15, 2007, for Year 3; and July 15, 2008, for Year 4.

**Longevity at 10 years:    \$0.70**

B.    Payroll Schedule

Unit members will receive their first paycheck on the first regular payday of the school year, with this check reflecting the first week's work. Subsequent checks will be given on the same schedule as all other employees.

2.    Fringe Benefits

A.    Sick Days

1.    Full-time Aides (17 1/2 or more hours per week) shall receive six (6) sick days.
2.    All other Aides shall receive two (2) sick days.

Attendance Procedure

Should a building administrator be concerned with a unit member's attendance record, he/she shall take the following steps:

1.    Send a note to the unit member asking for a meeting to discuss the unit member's attendance. The unit member will be advised of his/her right to have a union representative present at that meeting.

2. After a reasonable period of time, if the administrator still feels that the unit member has used sick leave excessively or abused sick leave, the administrator shall cause a meeting to occur between the affected unit member, his/her union representative and the Superintendent of Schools or his designee. The purpose for said meeting shall be to conduct a complete review of the unit member's record.

3. At the discretion of the Superintendent of Schools, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the unit member.

4. If after a reasonable period of time following this meeting the administrator still feels that the alleged problem persists, he/she may cite his/her concerns in a written communiqué (letter or evaluation report) to the unit member, as well as initiate whatever action he/she deems appropriate consistent with the terms of the contract and the law, in order to correct the alleged problem.

B. Contingency Sick Leave Bank

The District, at the start of each school year, shall establish a Contingency Sick Leave Bank of Two Hundred (200) days for use by any member of the Unit who suffers a long term illness or injury. It shall be administered in the following manner: Any member of this Unit is eligible to draw up to ten (10) days from the bank after having missed eight (8) consecutive working days due to personal illness or injury. A doctor's certificate shall be submitted along with the application for days from this bank.

The Unit member may reapply for additional days, if needed. The bank will be administered jointly by the Union President and the Superintendent of Schools.

C. Personal Days

Unit members shall receive two (2) paid personal days per year. Notification of use of the personal day shall be made to the Aide's immediate supervisor in writing on the designated form. Unused personal days will be converted to sick days at the end of the school year.

D. Bereavement

Unit members shall be granted three (3) bereavement days annually for, death in the immediate family. Immediate family is defined as parent, sibling, child, spouse, grandchild and father/mother in law.

E. Emergency School Closing

—————In the event that school is closed due to emergency conditions, Unit members will be paid for up to two (2) such days per year.

F. Insurance

The District shall provide 70% of individual dental insurance. The District shall also pay the minimum contribution toward the premium costs of the District's health insurance plan.

G. Welfare Trust Fund

The District will pay into the EITA Welfare Trust Fund the sum of \$960 per annum for each member of Paraprofessional Unit employed prior to September 22,

1997. Part time teacher aides (less than 17½ hours per week) employed after September 22, 1997 shall not have contributions made on their behalf. Effective May 17, 2005, new hires to the unit who work less than twenty-five (25) hours per week shall not have contributions made on their behalf. The total amount annually shall be paid to the Fund by July 15th prior to the start of each academic year.

H. Accrual/Reimbursement for Sick Days

Unit members will have the option to accrue unused sick leave to a maximum of 100 days or to be reimbursed at the rate of half pay for each day of unused sick leave. Once an employee elects to accrue sick leave, she forfeits all rights to receive payment for such days. Such election must be made by May 30th of the year in which the sick leave was accrued.

Unit members who choose to accrue sick days shall, upon retirement, receive payment for such days at the rate of half pay for each sick day accrued.

Unit members who have accumulated, as of September of each year, a total of fifteen (15) or more sick days, and who do not use any sick personal or Worker Compensation days for the entire school year, shall receive a sum of money equal to 1/2 of the annual allotment of sick days. Payment under this paragraph will not diminish the accumulation of said days.

I. Severance Pay

Upon retirement, Unit members with ten (10) or more years of service to the District shall receive severance payment of \$60 for each year of service.

J. Workers Compensation

The District will provide Workers Compensation coverage for all Unit members, as provided by law. Any unit member injured on the job and eligible for Workers Compensation benefits will continue to receive her/his full salary for up to six months, with no deduction of sick days during the period of disability. The District shall claim the Workers Compensation benefit during this period. After the six (6) month period, the Unit member will be entitled only to whatever Workers Compensation benefits for which she/he is eligible.

K. Paid Holidays

Unit members shall have the following paid holidays:

Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Martin Luther King, Jr.

L. Conference Day

Members of the bargaining unit will report to work on the annual Superintendent's Conference Day, and will be compensated at their regular rate of pay for the number of hours in attendance. They will be assigned to workshops designed for their interest and skill enhancement.

## ARTICLE VII - GRIEVANCE PROCEDURE

### 1. Purpose

The purpose of this procedure is to secure at the earliest stage possible the satisfactory resolution of a grievance.

### 2. Confidentiality

Both parties agree that the proceedings will be kept as informal as possible and that the proceedings will be kept confidential at all levels with all parties involved in the proceeding.

### 3. Definition of Grievance

A grievance is a complaint by a member, a group of members, or the Association Unit, based on an alleged violation of the provisions of this contract. Should a grievance be claimed, there shall be no suspension of work on account of such grievance, but an earnest effort shall be made to settle such differences in the manner described in Paragraph 5.

### 4. Procedures for Filing a Grievance

The official filing of a grievance (Stage 2) must include the following information:

- A. 1) Name and position of the aggrieved party, date of filing.
- 2) Identity of the contract provision involved in the grievance.
- 3) Time and place where the alleged events or conditions constituting the grievance existed.
- 4) Identity of the party responsible for causing the said events or condition, if known to the aggrieved party.



- 5) A general statement of the nature of the grievance.
- 6) A statement of the redress sought by the aggrieved party.

B. Beginning with Stage 2, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor.

C. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. Students shall not be involved in any phase of the grievance procedure.

#### 5. Time Limit for Grievance

No grievance will be entertained unless filed in the first available stage within fifteen (15) school days after the member of this Unit knew or should have known of the act or conditions on which the grievance is based. If a decision at this stage is not appealed to the next stage 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.

#### 6. Stages

##### A. Stage 1 - Informal Discussion

The first stage of the grievance procedure shall be an informal discussion between the party or parties of the grievance and the immediate supervisor. No grievance shall be entertained at Stage 2 until five (5) school days after the date of the initial original discussion. At least one (1) additional meeting shall be held if either party

deems it necessary within the time limit. This time may be extended by mutual consent. No written forms or records will be kept at Stage 1. If such grievance is not satisfactorily resolved at this time, the aggrieved party or parties may appeal in writing following the procedures indicated in paragraph 4 to the Superintendent of Schools or his designee within five (5) school days after the last Stage 1 meeting.

B. Stage 2 - Hearing (Superintendent)

The Superintendent or his designee shall hold a hearing with the parties within ten (10) school days after receiving the written request from the grievant. The Superintendent or his designee shall be the hearing officer for the hearing. The grievant may be accompanied by a representative of her own choosing and the immediate supervisor may be represented by a representative of his choosing. The Superintendent or his designee will send a written report of his decision to the aggrieved party and to the immediate supervisor within five (5) school days after the conclusion of the hearing. If such grievance is not satisfactorily resolved at this stage, the aggrieved party or parties may appeal in writing following the procedures set forth in Paragraph 4 to the Board of Education. Such appeal will be directed to the President of the Board of Education.

C. Stage 3 - Hearing (Board of Education)

The Board of Education will conduct a special meeting held in executive session within fifteen (15) school days after the date of filing of the Stage 3 appeal. The aggrieved party or parties, along with their representatives, if any, and the immediate

supervisor and his/her representative, if any, shall be present at this review. The Board of Education, acting as a legislative body of the East Islip School District, shall make a decision and communicate this decision to the party or parties of the grievance and the immediate supervisor within ten (10) school days of the conclusion of the review.

### **ARTICLE VIII - APPOINTMENTS, TRANSFERS, PROMOTIONS**

1. During the period of this agreement, the "District" reserves the right to add new positions and to make appointments and reassignments of personnel in keeping with the regulations of the Suffolk County Civil Service Commission and the terms of this contract.

2. When a vacancy occurs within the Unit, including the availability of additional hours, the following procedure will be followed:

A. The vacancy or additional hours will be posted in each building.

B. Unit members will have at least five (5) days to apply.

C. The three most senior Unit members who are qualified\* will be interviewed for the position. The District will attempt to interview these applicants within seven (7) days of the closing date for applications.

D. The position must be awarded to one of the three Unit member's interviewed.

\*"Qualified" shall be defined in the following manner:

1. Any Unit member employed by the District during the year in which the opening occurs shall be considered qualified for a vacancy or additional hours within his/her category or a lower category.

2. Any Unit member who has successfully completed the course or courses offered by the District for the specific job title will be considered qualified. Qualifying courses will be offered by the District annually.

3. Training for Instructional Aides

A course(s) mutually acceptable to the Superintendent and the President of the Unit shall continue to be made available to meet the training needs of current and future instructional aides. The course(s), which will lead to a certificate, will be developed by the Staff Development Center of the Islips.

4. Temporary Availability of Hours Due to Absence of an Aide

When an Aide is absent, her hours will, whenever possible, be made available to other Unit members within that building on an equitable basis.

5. Whenever vacancies occur, a description shall be forwarded to the designated Association representative detailing desired qualifications.

6. Personnel desiring to be transferred within the district shall notify the Personnel Office in writing of this request. Whenever a vacancy occurs within the district, personnel on this voluntary transfer list will be notified. This list will be kept for one (1) year.

7. Whenever an employee takes a Civil Service Examination for a higher position within the Unit, passes said examination and is appointed to the higher position within the district, the employee shall immediately be placed on that salary

schedule as of the next pay period in the new position, provided that the date falls within the date so stated on the Suffolk County Civil Service Commission eligibility list.

8. It is understood that an employee who is promoted to a new position within the Unit will be placed on the same step of the column of the new applicable salary schedule.

### **ARTICLE IX - EMPLOYEE ASSOCIATION RIGHTS**

1. **Visitation**

Representatives of the Association may visit members of their organization during the time employees are not on duty (Lunch, coffee breaks).

2. **Use of Facilities**

The Association may use designated areas of school buildings for meetings or other functions by making application to the school principal in advance and conforming to the Board of Education's rules and regulations regarding the use of buildings and grounds, and State Law.

3. **Right of Consultation**

The Association shall have reasonable opportunity to discuss with the Superintendent or his designee matters of mutual concern and interest. The Association will also be consulted about planned changes in the paraprofessional staff.

4. Right to Post Notices

The Association shall have the right to post notice concerning the activities of the Association on school bulletin boards designated for that purpose by the Building Principal.

5. Policies

One copy of all Board of Education policies pertaining to personnel in this Unit shall be forwarded to the individual designated by the Association.

6. Right to Distribute Materials

The Association may, through its Building Representatives or their designees, distribute materials dealing with the proper and legitimate business of the Association through members' mailboxes (if any) and the interschool mail to the extent consistent with the law.

7. Right to Meet with Board of Education

The Association, at its request, shall be given a place on the agenda of regular meetings of the Board of Education for reports and announcements.

8. Right to Negotiations Information

The Superintendent will comply with requests for non-privileged pertinent information which has been compiled and which will assist the Association in developing proposals and programs for negotiations. Requests for pertinent public records will be made available to the Association.

9. Right of Roster Information

During the month of September of each school year, the Superintendent will provide the Association with a complete listing of members of this Unit, their salaries, school assignments, classifications, steps and seniority.

10. Payroll Deductions

A. The Board agrees that dues for the following Associations will be deducted from payroll at the option of the members unless otherwise specified in the agreement; EITA Paraprofessional Chapter and its local, state and national affiliates.

B. The members electing payroll deduction shall complete in full a deduction authorization card.

C. The Association shall certify to the Board of Education in writing the current rate of membership dues for the Association. If this rate should change, the Association shall give the Board thirty (30) days written notice prior to the effective date of such change.

D. The Association shall indemnify and save harmless the School District against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the School District for the purpose of complying with any list, notice or assignment furnished under any provision of such.

E. Deductions referred to in Section A above will be made in twenty (20) equal installments. The Business Manager will remit all payroll deductions to the

individual designated by the Association within ten (10) days following the previous month's payroll deductions.

11. Agency Fee

A. The Board of Education does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the effective date of employment, whichever is later, each employee will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee, provided, however, that each employee shall have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted.

B. The Association shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

C. The Association will comply with all statutory requirements regarding Agency Fee.

12. The Board agrees that Teacher Credit Union shares and/or loans may be deducted from payroll at the option of the Aide. Notification to the Business Office for such deductions must be made by June 15th for deductions to begin in September. No new deductions or adjustments in amount deducted may be made prior to the end of the



school year. In the case of Aides hired subsequent to July 1, notification of payroll deduction for the Credit Union may be made only during the month of January, said deductions to begin in February.

#### **ARTICLE X - RIGHTS OF THE TEACHER AIDE**

1. **Notice of employment**

Each member of this Unit shall receive notice of their tentative continuance of employment, their tentative assigned building, and job classification no later than three (3) weeks after the passage of the East Islip School Budget and/or Title projects.

2. **Right of Membership**

Members of the Association shall be entitled to full rights of citizenship, and no religious or political activities outside of employment or the lack thereof shall be grounds for any discipline or discrimination with respect to such person(s).

3. **Review of Personnel Folder**

Members of this Association may review the contents of their personal evaluation files with the Superintendent or his designee at a time mutually convenient, excepting however, all confidential references.

4. **Right to be Advised of Official Complaints**

Each member has the right to be informed or, and to reply to, official complaints made to the Superintendent concerning her employment.

5. Legal Assistance

The Board shall provide legal aid under the Education Law if a Unit member is sued while acting in the proper discharge of her duties.

6. In-Service Education

A member of the Unit who presently meets the District's requirements for the classification in which she is employed will not be required to attend any additional training sessions. Should the requirements for this position be changed by an agency having jurisdiction other than the School District, the employee may be required to secure additional training at her own expense.

7. Use of Personal Vehicles

No member of this Unit will be required to use their personal vehicle for "District" business. Any Unit member who must travel between buildings as a result of a forced transfer shall be entitled to compensation for the legitimate use of a private automobile at the Internal Revenue Service auto use rate.

8. Leave of Absence

Any Unit member who desires a special leave of absence must submit a written request for said leave of absence to the Superintendent and the Superintendent shall recommend to the Board of Education the granting or denial of the request for the leave of absence on the basis of the individual merits of each request.

9. Seniority in Layoffs

Layoffs within the Paraprofessional Unit will be governed by seniority within the Aide category affected, that is the least senior Aide will be the first to face layoff. Seniority is defined as total consecutive service to the District, regardless of category. Unit members excessed under this section will be given priority for appointment to openings in lower categories for which they are qualified.

10. Vandalism damage to cars

The District shall establish a fund of \$3000 to compensate members of bargaining units represented by EITA for vandalism damage to their cars while parked in district parking facilities. To be eligible for reimbursement, the employee must make application to the Superintendent of Schools or his designee and

- A. provide proof that a report was filed with police
- B. present her/his insurance policy
- C. provide proof that the damage did occur on school parking facilities
- D. provide at least two (2) estimates for the cost of repairing the damage.

The District will only reimburse an approved claim for the amount not covered by the employee's insurance. The Superintendent of Schools or his designee and the President of the Association, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be awarded.

Upon completion of the school year, the monies not expended shall be returned to the district General Fund and a new fund of \$3000 shall be established on July 1st.

11. Jury Duty

Members of the Unit who are summoned to Jury Duty shall be excused from their work responsibilities, with pay, for the full time spent on this civic responsibility. Aides so summoned shall remit to the District the per diem pay received for the Jury Duty, but shall retain the travel and meal expenses.

12. Right to Representation

Unit members shall be entitled to union representation at any meeting with administration which is called for the purpose of dealing with a complaint regarding the unit member's job performance, or of disciplining a unit member.

**ARTICLE XI - EVALUATION OF PARAPROFESSIONALS**

1. Members of this Unit shall receive from the administrator and/or her immediate supervisor, candid appraisal of her work, and assistance with her problems, if any.

2. Each member shall be given two (2) copies of her evaluation report, and shall have the opportunity to discuss such reports with the evaluator. After receiving an evaluation report, the aide shall sign and date one (1) copy to be returned to the evaluator, but the employee's signature will not necessarily indicate agreement with the report's contents. It shall be the employee's right to have her written response to the evaluation report affixed thereto. All aides will receive their first evaluation no later than March 1st.

3. Unit members should be advised of deficiencies in the performance of their duties in their supervisory reports, and given reasonable time to make their performance satisfactory.

4. The immediate supervisor will hold a personal conference with a member of this Unit to inform her of the reasons for dismissal, when such action is taken.

5. There shall be no discharge except for just cause. Just cause shall include, but not be limited to, insubordination, misconduct, excessive absenteeism and unsatisfactory performance.

#### **ARTICLE XII - RATIFICATION OF CONTRACT**

1. After the Negotiators for the School District and the Association have reached agreement, the agreement shall be presented to the Board of Education and to the membership of the Association for ratification within one week.

2. Within ten (10) days after the presentation to the Board and to the membership of the Association, notification of ratification or rejection shall be made a matter of public record. If ratified, a Ratification Document shall be signed at the end of a copy of this contract by the President of the Board of Education and the President of the Association.

3. If either or both parties fail to ratify the agreement, it shall be the responsibility of the Chief Negotiator and the negotiating representatives of the Association to resume negotiations immediately in an effort to secure an agreement which will be ratified by both parties.

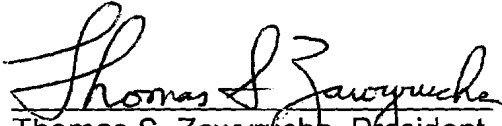
**ARTICLE XIII - DURATION OF AGREEMENT**


1. This Agreement will come into effect on July 1, 2004 and continue in effect until June 30, 2008.

**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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.**

RATIFICATION DOCUMENT

  
Thomas S. Zawyrucha, President  
East Islip Board of Education

  
Nancy Close, President  
East Islip Teachers' Association  
Paraprofessional Chapter

Date: September \_\_, 2005

Date: September \_\_, 2005

