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Contract Database Metadata Elements

Title: **Elmont Union Free School District and Elmont Union Free School District Teacher Aides Association (2006)**

Employer Name: **Elmont Union Free School District**

Union: **Elmont Union Free School District Teacher Aides Association**

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AID | 4989

BOARD OF EDUCATION
ELMONT UNION FREE SCHOOL DISTRICT
AND
ELMONT UNION FREE SCHOOL DISTRICT
TEACHER AIDES ASSOCIATION

CONTRACT

JULY 1, 2006 to JUNE 30, 2009

RECEIVED

JAN 21 2009

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement between the Board of Education of Elmont Union Free School District (hereinafter called the "Board") and the Elmont Teacher Aides Association (hereinafter called the "Association"), commencing July 1, 2006 and ending June 30, 2009.

W H E R E I N:

It is mutually agreed as follows:

ARTICLE I. RECOGNITION AND NO STRIKE PLEDGE

A. **Recognition:** The association, having submitted satisfactory evidence that it represents a majority of the aides, is hereby recognized as the exclusive bargaining agent for the aides for the maximum period as is permissible by law.

B. **Unit:** The unit shall consist of all aides employed in the District.

C. **No Strike Pledge:** So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may hereafter be amended.

ARTICLE II. ASSOCIATION RIGHTS WITH ADMINISTRATION AND BOARD

A. The President and one other Association representative, upon written request, shall have the right to meet and consult with the Superintendent at least three times per school year on matters related to the teacher aides, other than negotiable items.

B. The President and at least one other Association representative upon written request shall have the right to meet and consult with the Board of Education at least once per school year on matters related to the teacher aides, other than negotiable items.

C. **Mail boxes:** Mail boxes shall be available to the Association without censorship. Copies of boxed materials shall be sent to the Superintendent at the time of boxing.

D. **Bulletin Board:** Space on one bulletin board currently used by the other employees of the District in the central area of each building shall be reserved for use by the Association.

E. The Board agrees to reproduce and to distribute sufficient copies of the final consummated agreement to all aides in the bargaining unit.

F. **Legal Counsel:** The Board shall provide legal counsel to the aides as required by law.

G. **Dues Check-Off:** (1) So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the Board shall deduct from the salary of members of the Association who submit dues check-off authorizations in writing to the Board, dues for the Association in an amount to be determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. (2) Should the Association change the rate of its membership dues, it shall give the Board thirty days notice prior to the effective date of such change. (3) The Association shall be permitted to make dues check-off cards available through the schools. These cards, once filed with the Board, shall be considered continuous authorization unless rescinded by an individual member in writing to the Board via the Superintendent's Office, between September 1st and September 15th, of any given year. The Association shall be so notified of such rescinding by September 15th. The Business Office shall notify the president of the Association of any dues deletions due to resignation and/or layoff. (4) The Association and the staff so designated in this Article shall waive all rights and claims against the Board for the dues so deducted and transmitted to the Association in accordance with their authorization from any liability therefor. (5) Upon the request of an individual member, the Board shall deduct from the employee's salary, Nassau Educators Federal Credit Union loan and/or share payments.

H. There will be no change during the period July 1, 2006 and June 30, 2009 in any working conditions covered by the language of the contract. The Superintendent shall discuss any contemplated changes in working conditions not so covered, with the President of the Association, before implementing such change.

ARTICLE III: HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE SCHOOL YEARS 2006-2009

A. The Superintendent shall notify each aide in writing before end of school year whether or not it is the intent of the District to employ said aide for the coming school year.

B. If aides who are currently employed are laid off and the District subsequently commences rehiring aides, the previously employed aides shall be given first consideration for reemployment for a period of one (1) year from the date of termination. Except that a regular aide shall not be entitled to reemployment as a special education aide pursuant to this paragraph.

C. Openings for aide positions shall be posted in each building beside the sign-in sheet, the President of the Association shall be notified, in writing at the posting and aides and substitute aides shall be given an opportunity to apply for the listed opening.

D. **Method of Payment:** Salary payment for all employees shall be made on every other Friday of each month. In the event that any of these days is a holiday, payment shall be made on the work day immediately prior to said holiday.

E. **Holidays:** The District shall grant a full day's pay for each of the following holidays: Columbus Day, Thanksgiving Day, Presidents Day, Good Friday, Martin Luther King's Birthday and Christmas Day, Memorial Day, and effective July 1, 2002 add Veterans' Day and the day following Thanksgiving Day.

F. **Lunch Period:** Aides who work in a self-contained special education class shall receive a duty-free, non-paid, lunch period of fifty (50) consecutive minutes per day. A Special Education aide who accompanies a class on a field trip shall be paid for their fifty (50) minute duty free lunch

G. **Rest Break:**

An aide shall receive one rest break per shift as follows:

<u>Shift</u>	<u>Time</u>
Three (3) consecutive hours	Ten (10) consecutive minutes
Four (4) consecutive hours	Fifteen (15) consecutive minute
Five or more consecutive hours	Twenty-five (25) consecutive minutes

H. **Orientation Session and In-Service Requirements:** The District may require up to fifteen (15) hours per year of in-service training at the aide's regular rate of pay per hour.

Aides shall attend two (2) mandatory staff development days, with pay, one of which shall be held prior to the first student attendance day and the other to be held during the regular school year.

I. Emergency and Early Closings: If an aide reports for work and thereafter school is closed due to an emergency or the aides regular work day is cancelled through no fault of their own, and/or should unscheduled early dismissal occur, the aide shall receive their full day's pay. The aide shall remain on duty until each child in his/her care shall have been delivered to the parent, guardian, the parent's or guardian's designee or to the custodial care designated by the Superintendent of Schools. The district shall have the right to reassign the aide to another building for the rest of the day.

J. If schools are closed for the Friday before Memorial Day, aides shall receive payment for that day at their regular rate of pay for the number of hours regularly worked.

K. Each aide shall receive by October 15 of each year, or as soon thereafter as the administration can reasonably arrange, a letter delineating the number of hours the aide shall work that year, the number of sick days and holidays to which the aide shall be entitled, and the rate of pay.

L. If an aide is experiencing difficulty in a school with the principal or a teacher, the aide shall be given the opportunity to transfer to another school in the following school year, provided there is an opening, the aide is qualified for the opening, and all parties, including the principals, agree.

M. Evaluation: Aides shall be given an annual evaluation prepared by the administrator in charge or, for aides whose work involves assisting a classroom teacher, by the teacher, subject to review by the administrator in charge. The evaluation shall be in writing on a form prescribed by the district and entitled "Annual Performance Rating for Aides". The format shall be uniform throughout the district.

The evaluation shall be completed by June 1. The aide may respond in writing by September 15. The aide's written response may take the form of an appeal of an unsatisfactory rating to the Superintendent of Schools.

ARTICLE IV. FUNCTIONS OF AIDES

Teacher aides or paraprofessionals or other legally designated title are personnel assigned to work with and under the direct supervision of the Building Principal and a certified teacher.

Under the direct supervision of the building principal and a teacher, the teacher aide shall:

1. Supervise students and perform such other support teaching duties when such services are determined and supervised by teachers.
2. Assist with instructional related activities and materials such as audio-visual or other mechanical aids.
3. Perform general clerical duties connected with classroom functioning.
4. Assist in general room, lunchroom and school area management.
5. Aides shall not be responsible for toileting children or for custodial duties such as washing cafeteria tables.

ARTICLE V. GRIEVANCE PROCEDURE

The parties hereto agree to the establishment of the following grievance procedures:

Definitions:

1. Aide shall mean any employee whose position is defined by the Regulations of the Commissioner of Education.
2. Administrator shall mean the Building Principal to whom the aide is responsible.
3. Chief Administrator shall mean the Superintendent.
4. Representative shall mean the person or persons designated by the aggrieved aide to act in the employee's behalf.

5. Grievance shall mean any claimed violation of the terms of this Agreement, or any claimed violation, misinterpretation or inequitable application of any provision of this agreement.

Basic Principles

1. An aide or aides shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

2. An aide or aides shall have the right to be presented at any stage of the procedures by a person or persons of their choice without cost to the District.

3. The Association shall have the right to be present at all steps of the Grievance Procedure which involve the interpretation and application of the agreement. The Association shall not have this right with respect to grievances asserted by the aide to be personal.

Procedures

Step 1. a. The employee(s) who feels he/she has a grievance with a teacher will discuss said grievance with the teacher and the building principal. The grievance will be informally discussed and, if possible, a solution should follow. If the grievance is not resolved, Step I-b will be implemented.

b. Within five (5) school days after presentation of the grievance to him, the Building Principal shall make his/her decision and orally communicate the decision and the reasons therefor to the employee presenting the grievance or to the designated representative of the employee.

Step 2. If the grievance is not satisfactorily resolved at Step I, a statement by the aggrieved will be forwarded to the Building Principal. This shall be in writing, shall be known as the "Grievance Statement" and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested.

Within five (5) school days the Building Principal shall notify the grievant or his/her representative, if any, in writing, of his/her decision and the reasons therefor. A copy shall also be sent to the Superintendent.

Step 3. If the grievance is not satisfactorily resolved at Step II, the aggrieved may request, in writing, a determination of his/her grievance by the Superintendent, setting forth in detail (1) a clear and concise recital of the grievance; and (2) the relief requested. A copy of the request shall be presented to the Building Principal.

Step 4. The Superintendent shall, within five (5) school days after receipt of the written request, meet with the employee and his/her representative, if any, with the objective of arriving at a mutually agreeable solution. The Superintendent may also consult with such other employees and members of the staff as he/she deems appropriate.

Step 5. Within ten (10) school days after his meeting with the aggrieved, the Superintendent shall notify the grievant or his/her representative, if any, in writing of his/her decisions and the reasons therefor.

Step 6. After receipt of the written decision rendered by the Superintendent, or failure to render same within the prescribed time period of Step V, the aggrieved may submit his/her grievance in writing to the Board of Education, together with written records of all previous steps; and written notice of such submission shall be given to the Superintendent by the aggrieved. The Board of Education, upon receipt of such written request from the employee, shall hold a hearing within thirty (30) days, at which time oral and written testimony or arguments may be presented. Within ten (10) school days after the close of the hearing, the Board of Education shall, in writing, render its decision, a copy of which shall be sent to the employee presenting the grievance, or, where the employee has designated a representative, to said representative. This shall be the final stage of the grievance procedure. It is understood that either party shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

ARTICLE VI. WAGES AND OTHER FINANCIAL BENEFITS

A. Salary Schedule: Teacher Aides and Aides Supervising Breakfast

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
First Year	13.80	14.55	15.30
Second Year	14.25	15.00	15.75
Third Year	14.65	15.40	16.15
Fourth Year	15.35	16.10	16.85
Fifth Year	15.55	16.30	17.05
Sixth Year	15.90	16.65	17.40
Seventh Year	16.10	16.85	17.60

Add twenty (20) cents per hour longevity pay commencing in the employee's eighth (8th) year of service to the District; add additional twenty-five (25c) cents per hour longevity pay commencing in the employee's eleventh (11th) year of service to the district.

B. Salary Schedule for aides assigned by the Superintendent to Special Education Classes, Library, Computer Instruction, Nurse Aides, and aides who work one-on-one with a child classified by the CSE:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
First Year	15.65	16.40	17.15
Second Year	16.40	17.15	17.90
Third Year	17.05	17.80	18.55
Fourth Year	17.45	18.20	18.95
Fifth Year	18.00	18.75	19.50

Special Education Aides and aides who work one-on-one with a child classified by the CSE and nurses' aides employed five (5) or more years as a special education aide or nurses' aides shall receive a longevity bonus of forty (40) cents per hour.

An aide who substitutes in a special education class, or who works one-on-one with a child classified by the Committee on Special Education, shall receive special education rate of pay from the first day of such service, provided same is greater than the aides' regular rate of pay.

Aides who work in the Applied Behavioral Analysis Programs, (ABA aides) shall receive an additional \$1 per hour stipend for ABA services provided during the regular work day.

C. Leave of Absence with Pay:

Effective in the second (2nd) year of employment, Aides shall be entitled to seven (7) paid days for personal illness or for illness in the immediate family as earned. Immediate family is defined as spouse, children, or parents.

Aides shall be entitled to one (1) personal day.

Aides shall be entitled to three (3) days bereavement leave, for death in the immediate family. For bereavement purposes immediate family is defined as spouse, children, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law.

The seven (7) paid days for illness in the immediate family and the one (1) personal day provided above shall not be accumulable except that at the end of each school year an aide shall receive payment at the aide's regular hourly rate of pay for any of the days not taken as sick days or personal days during the school year. Payment shall be made in the final paycheck for the school year, where possible, but in no event later than July 31. A day shall mean the daily average number of hours worked by the aide during the school year.

Effective July 1, 2007, employees shall be advanced their annual sick and personal leave at the beginning of the school year. The District shall monitor the utilization of these days by unit members as to their advancement and confer with the Association as to any problems which may occur. This clause shall sunset with the expiration of this contract term.

D. Contagious Diseases:

Aides who become sick with a contagious skin disease, measles, mumps, chicken pox, German measles, conjunctivitis, or head lice contracted from exposure to children in the district in the course of employment, as such is determined by the school nurse, shall be granted sick leave for the duration of their illness, without deduction from their sick leave. A teacher aide who is without other medical insurance may elect to receive medical treatment for the conditions

listed herein from the School District Physician with the cost of treatment and medications paid by the School District.

E. Jury Duty:

Any employee shall be excused without loss of pay or other benefits while serving as a juror on required working days. Such absences shall not be charged against an employee's sick leave or personal days. All remuneration, excluding transportation costs, received by an employee for jury service shall be turned over to the Superintendent's Office as soon as it is received. Except that an employee will attempt to have jury duty moved to the months of July and August.

F. Insurance Benefits:

The Board agrees to pay for the school years 2002-06, 50% coverage for the individual plan and 35% coverage for the family plan, based on the Statewide option of the Health Insurance Plan under the New York State Employees Health Insurance Program, provided they meet basic eligibility standards, and provided they had such coverage during the 2002-06 school year. The insurance coverage of an aide whose employment ceases for any reason, shall terminate on the last day of the month in which employment ceased.

The District will permit unit members to purchase medical insurance from insurance carriers that provide medical insurance to other employee units in the District. Unit members will pay one hundred percent (100%) of the premium and the District will make no contribution for a unit members medical insurance.

G. Workers' Compensation:

Aides shall be protected under the Workers' Compensation Law of New York State. The aides shall notify their immediate principal, in writing, within ten (10) school days of the accident and/or injury on the job.

H. Retirement Plan:

Aides shall be covered, subject to the eligibility requirements, by the New York State Employee's Retirement System.

The District shall provide all eligible aides with the appropriate retirement application forms.

Should schools be closed due to inclement weather or other emergency aides must be given an opportunity to make up the working hours lost by extending their schedules and working additional hours provided, however, that the additional hours shall be scheduled by the principal.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Conflict with Statutes and Laws:

In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

B. Section 204-a of the Taylor Law:

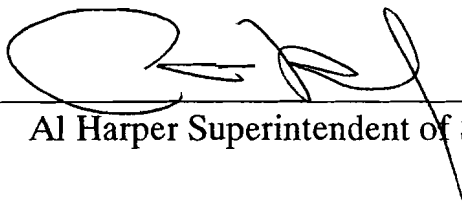
Pursuant to said section, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds hereof, shall not become effective until the appropriate legislative body has given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

C. Duration of Agreement:

This agreement shall be deemed to have commenced as of July 1, 2006 and shall terminate June 30, 2009.

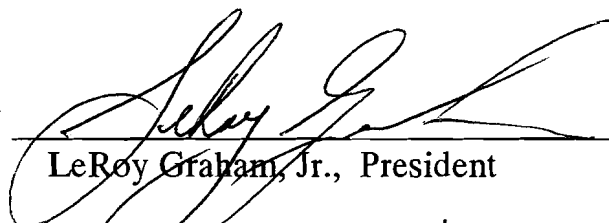
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

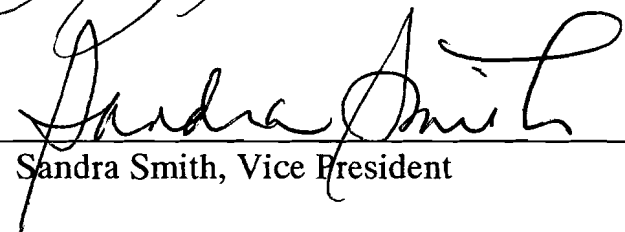
BOARD OF EDUCATION, ELMONT UNION FREE SCHOOL DISTRICT

BY 
Al Harper Superintendent of Schools

Date: SEP 26 2007

ELMONT TEACHER AIDE ASSOCIATION

BY 
LeRoy Graham, Jr., President

BY 
Sandra Smith, Vice President

In the matter of the collectively bargained contract between the Board of Education of the Elmont UFSD (District) and the Elmont Teacher Aides Association (Union).

Side Letter of Agreement
to contract dated September , 2007

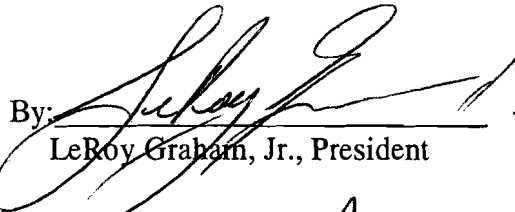
It is agreed by and between the District and the Union, that, for the duration of the contract the hourly rate for aides employed in the Summer School shall be:

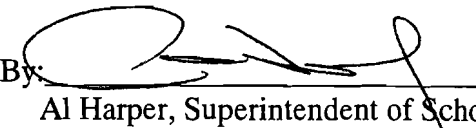
General aides	\$12.00 per hour
Special Education aides	\$14.00 per hour

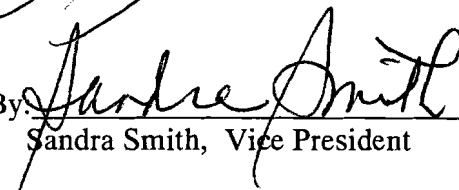
AGREED TO

Elmont Teacher Aides Association

Elmont Union Free School District

By: 
LeRoy Graham, Jr., President

By: 
Al Harper, Superintendent of Schools

By: 
Sandra Smith, Vice President

SEP 26 2007