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HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT

AGREEMENT BETWEEN THE BOARD OF EDUCATION

And

HALF HOLLOW HILLS PARAPROFESSIONAL ASSOCIATION

JULY 1, 2011 – JUNE 30, 2016

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AGREEMENT by and between the undersigned, HALF HOLLOW HILLS CENTRALSCHOOL DISTRICT, Dix Hills, New York (hereinafter referred to as the "District") and the HALF HOLLOW HILLS PARAPROFESSIONAL ASSOCIATION, Commack, New York (hereinafter referred to as the "Union") dated this ___ day of May, 2011, wherein it is mutually agreed as follows:

ARTICLE 1 - UNION RECOGNITION

- A. The District recognizes the Union as the bargaining representative for the bargaining unit hereinafter more particularly described, which Union was duly recognized as such by resolution of the District dated the 23rd day of October, 1978. Said resolution, to the extent it is not inconsistent with the terms and provisions of this Article 1, is incorporated by referenced herein.
- B. The bargaining unit shall be defined as follows and shall include only those individuals holding positions requiring work of at least ten hours per week in any one of the following included job titles:
 - 1. Inclusions: Including but not limited to Clerical, Library, Perceptual Motor, Special Education, Reading, Math, Testing and Health Office Paraprofessionals.
 - 2. Exclusions: Lunchroom Monitors, Special School Monitors, Substitute Callers.
 - 3. Nothing herein above mentioned shall be construed as a guarantee of the number of hours of employment for the job titles listed. The District reserves the right to fill temporary positions without the ambit of this agreement. (Temporary position is defined to mean a position to be filled for no more than forty working days, unless otherwise agreed.)

ARTICLE 2 - MANAGEMENT RIGHTS

The District retains full responsibility for and sole right of management of the District, its affairs and property including, but without limitation, the right to supervise and direct the working forces unless otherwise expressly limited by the terms and provisions of this Agreement.

ARTICLE 3 - ENTIRE AGREEMENT

The Union acknowledges that during the negotiations which preceded this Agreement it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived by the parties after exercise of the foregoing right by the Union, are expressly set forth in this Agreement; and the Union acknowledges that this contract shall constitute the sole, complete and entire agreement, concerning such subjects or matters of collective bargaining between the parties.

ARTICLE 4 - NO STRIKE

The Union agrees that neither it, nor any of the unit members in the bargaining unit covered by this Agreement will engage in, participate in, assist, nor urge, or incite any strikes, slowdowns, walkouts, job action or stoppage of work, or any other kind of activity that interferes with or interrupts the District's operations and activities. Notwithstanding the termination date of this Agreement, this clause shall remain in force and effect for a period of one year after said termination date.

ARTICLE 5 - NEGOTIATIONS PROCEDURE

No later than January 15, of the last year of this Agreement, the parties will enter into good faith negotiations leading to a successor to this Agreement. The parties agree to make available to each other data necessary for the drafting of proposals and counter-proposals.

ARTICLE 6 - UNION RIGHTS

A. Visitation

Representatives of the Union may, after signing in, visit members of their organization during the time unit members are not on duty.

B. School Buildings and Facilities

The Union shall have the right to request the use of school buildings for its meetings pursuant to applicable Board of Education policy, and subject to the approval of the Board of Education.

C. Right of Consultation

The Union shall have reasonable opportunity to discuss with the Superintendent, or a designee, matters of mutual concern and interest.

D. Right to Post Notices

The Union shall have the right to post notices concerning the activities of the Union on space made available in the main office.

E. Policies

One copy of all Board of Education policies pertaining to personnel in this unit, and contained in the Board Policies and bylaws compilations shall be forwarded to the individual designated by the Union.

F. Right to Distribute Materials

The Union may, through its building representatives or their designees, distribute materials dealing with proper and legitimate business of the

Union through members' mail boxes, if any, and the inter-school mail so long as said distribution does not interrupt the business of the school District.

G. Printing of Agreement

Copies of the Agreement will be distributed to all unit members and the Union and the cost will be borne by the District. The Board will make every effort to distribute copies of the Agreement to unit members within two weeks after finalization. The Union recognizes that there may be extenuating circumstances preventing such delivery.

H. During the month of October of each school year, the Superintendent will provide the President of the Union with a complete list of members of this unit, and school assignments and titles.

I. Dues Deductions

The District agrees to deduct dues for the Union from the salaries of those Paraprofessionals employed by the District and from whom dues deduction cards (see Appendix 1) have been received, until canceled in writing by the unit member. The District further agrees to transmit the monies promptly to the Union.

J. A letter indicating anticipated assignments for the next school year will be given to each unit member prior to the July District closing.

K. Sick Leave

Absence of a unit member from duty during the school year (July 1st through June 30th of the next year) resulting from personal accident or personal illness shall be considered "sick leave of absence."

1. Sick leave can be used for personal illness and/or family illness.
2. Any unit member who is absent for ten or more days in any one school year, over and above their sick leave accumulation, shall be

subject to dismissal according to law and the procedures therein set forth.

3. Sick and personal leave will be as follows: unit members who have completed four years or more as of September 30th of the current year will receive an entitlement of ten days, two of which may be used for personal business. Unit members with fewer than four years as of September 30th of the current year will receive an entitlement of seven days, two of which may be used for personal business. New unit members will not be entitled to sick or personal leave for the first sixty days of employment. Sick leave entitlements shall be prorated, i.e. 0.6 credits shall be awarded per month. New unit members must be employed by the 10th of each month to be entitled to the 0.6 credit for that month.
4. Unused sick leave days can be accumulated from year to year without limitation, but for personal sick leave or family illness only. Unused personal days will be accumulated as sick days.
5. A. Sick Day Buy-Back
Unit members who are absent five days or fewer, have already accumulated sixteen sick days, and are able to maintain said sixteen sick days after a sale of any sick days in excess of such sixteen days, shall be entitled to sell back to the District in any one year a maximum of ten or seven sick/personal days (as applicable based on years of service) of the current year's sick and personal day entitlement. The buy-back will be at the current daily rate of pay of such salary of the unit member.

5. B. Retirements

Unit members who have completed a minimum of ten years of service as a paraprofessional in the Half Hollow Hills CSD shall, upon separation from the District, be entitled to receive payment for their unused sick days at the rate of one day's pay for each three unused sick days.

6. That for all absences due to a death of a spouse, child, parent, brother, sister, mother-in-law or father-in-law, grandmother, grandfather, grandchild, brother-in-law or sister-in-law or person in loco parentis, a maximum of four days per school year shall be allowed and not charged against sick leave.
7. The Board of Education or the Superintendent of Schools shall have the right to request a medical certificate for any sick leave absence of two or more consecutive days. Application for sick leave shall be in accordance with the then current Board regulations requiring timely notice to the supervisor.

L. Leaves

1. A unit member may request an unpaid child care leave of absence. Where the request for child care leave is received by the District at least thirty days prior to the effective leave, such leave may extend for the balance of the school year, if requested. In the event the unit member fails to provide thirty days prior notice, said leave shall be for a period of sixty working days. In unusual cases, the sixty day limit may be extended.

Unit members will also be granted family care leave under the same conditions as above described, at the discretion of the Superintendent.

2. The granting of leaves without pay shall be at the sole discretion of the Superintendent. The fact that the Superintendent has in the past allowed leaves without pay shall not be considered in future consideration or be deemed a past practice.
- M. The Union will also receive prior notification of changes in the paraprofessional staff (i.e., closing of buildings, elimination of programs).
 - N. There shall be a total of two Union days per year.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. Definition of Grievance - Grievance shall mean a claimed violation or misinterpretation of an express provision of this Agreement.
- B. Time Limitation - No grievance will be entertained unless it is forwarded at the first stage in writing thirty working days after the unit member knew or should have known of the act or condition upon which the grievance is based. (In no event will a grievance be entertained following sixty working days of the date of the occurrence of the act or condition upon which the grievance is based).
- C. First Stage - The aggrieved unit member shall present the grievance to his/her immediate supervisor, in writing. The immediate supervisor shall render his/her determination to the aggrieved unit member within five working days of receipt of the written grievance. If such grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the second stage. If the grievance affects unit members in more than one building, same may be commenced at the Superintendent's level.

D. Second Stage - If the grievant or the Union is not satisfied at the first stage, the aggrieved unit member or the Union may appeal the determination to the Superintendent of Schools within five working days of receipt of the decision at the first stage. Thereafter, the Superintendent of Schools shall schedule a meeting with the aggrieved unit member and/or the Union to review the grievance within fifteen working days of receipt of the request for appeal.

E. Third Stage -

1. If the unit member or the Union is not satisfied with the decision at Stage 2, the unit member or the Union will file an appeal in writing with the Board of Education within fifteen working days after receiving the decision at Stage 2.
2. Within ten working days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session, and the aggrieved party and/or the Union may be in attendance and may orally supplement the written grievance.
3. Within five working days after the conclusion of the hearing, the Board of Education shall render a decision in writing, and serve it upon the grievant and the Union.

F. Fourth Stage -

1. If the Union is not satisfied with the decision at Stage 3C, the grievance may be submitted to an arbitrator for hearing and recommendation as provided below, by written notice to the other party within fifteen working days of the decision at Stage 3.
2. Within five working days after such written notice, the Board and the Union will agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for appointment may be made

- to the American Arbitration Association (A.A.A.) by either party.
3. The rules of the American Arbitration Association will apply insofar as they relate to procedure and selection of arbitrator.
 4. The arbitrator shall limit his or her decision strictly to the alleged violation of the express provisions of the agreement submitted to him or her, and shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this agreement or applicable law.
 5. A decision of the arbitrator shall be accepted as final and binding by all parties to the arbitration.
 6. Cost of the arbitration and arbitrator shall be borne equally by the Board and the Union.

ARTICLE 8 - AGENCY SHOP

- A. Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the Half Hollow Hills Central School District does hereby agree that no later than fifteen days after the effective date of this agreement or fifteen days after the effective date of employment, whichever is later, each unit member will pay the Union a service charge toward the administration of this agreement and the representation of such unit member; provided, however, that each unit member will have available to him/her membership in the Union 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 dues thereafter. The Half Hollow Hills Central School District shall deduct such fee in the same manner the membership dues are deducted. The Union shall supply

the District with a list of names of nonmembers at least fifteen days prior to the deduction of the Agency Fee.

- B. The Union has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 the State of New York, a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the unit member's pro-rata share of expenditures by the Half Hollow Hills Paraprofessional Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The aforementioned procedure shall not be substantially changed without the prior approval of the Board of Education.
- C. The Union herewith indemnifies and saves the District, the Board of Education, and its unit members harmless from any and all lawsuits, actions or proceedings at law before the courts or an administrative agency arising from this article.

ARTICLE 9 - EVALUATION

- A. Principles
 - 1. Formal observation of the work performance of any unit member shall be conducted upon notice to the unit member. Unit members can be observed, where possible, simultaneously with the teacher to whom they are assigned.
 - 2. If discipline procedure goes beyond the building level, then a unit member may request that a representative of the Union be present.
- B. Report Procedure

All formal observations and evaluation reports will be discussed with the individual, preferably within two weeks. The unit member will receive a

copy of such reports and may respond hereto within two weeks after receipt, which response will be attached to the report.

C. Personnel File

1. Upon request, each unit member shall have access to his or her personnel file in the District-wide Administration Office during regular business hours. The unit member shall be permitted to make copies of documents in his or her file other than "prior to employment materials" at the prevailing rates at the Central Administration Building. The unit member shall be entitled to be accompanied by a representative of the Union when examining his or her file.
2. If any material is to be placed in a file, it must be shown to the unit member before it may be placed in said file.

ARTICLE 10 - LAY-OFF AND RECALL

Unit members shall be laid off in reverse order of seniority provided the retained unit member can efficiently perform the duties of the assignment. Recall shall be affected in order of seniority, provided the recalled unit member can efficiently perform the duties of the assignment, and provided further, that said unit member is recalled within two years of lay-off, and further, that said recalled unit member agrees to accept the assignment within ten days of notice of assignment.

Seniority for the purpose of this Article shall be defined as length of service in the District in a position covered by this Agreement and as indicated in a seniority roster to be supplied to the Union.

ARTICLE 11 - VACANCIES AND TRANSFERS

- A. All vacancies shall be posted on the space made available in each building with a copy of the posting sent to the Union.
- B. Unit members shall apply in writing for posted vacancies. Consideration must be given to existing unit member personnel. The applicants will be notified in writing of the appointment.
- C. Whenever involuntary transfers between buildings are necessary, the unit member will be advised at least ten days in advance and given the reason in writing.

ARTICLE 12 - INSURANCE

- A. Health Insurance
 - 1. Unit members who were continuously enrolled in health insurance prior to January 9, 1979, will receive 85% District contribution toward their health insurance premium. Unit members who were continuously enrolled in health insurance coverage prior to July 1, 1988, shall receive 70% District contribution towards their health insurance premium. All other unit members who work twenty or more hours per week, and who are not enrolled elsewhere shall receive 60% District contribution toward their health insurance. The District reserves the right, so long as the level of benefits is not decreased, to change the various insurance carriers or plans at its sole, unreviewable discretion.
 - 2. Waiver of Insurance Benefit: A unit member covered as of July 1, 2006, under the District's health insurance plan may submit a waiver of health insurance benefits and annually receive the sum of \$800 for individual insurance and \$1200 for family insurance, so long as

coverage is not picked up by a spouse employed by the District. A payment of \$700 will be paid to a unit member who switches from family to individual coverage if he/she had family coverage as of July 1, 2006, and insurance was not picked up by a spouse employed by the District. If the unit member has to re-enroll because of an unforeseen event, the unit member can pick up the District's coverage provided the unit member pays his/her proportionate share for same for that year's coverage, and returns, on a pro-rata basis, that portion of the waiver sum previously paid, determined as of the date of reenrollment.

B. Disability Insurance

The District shall pay \$6700 toward the cost of disability insurance for the bargaining unit. However, if requested, the District has the right to see the policy and premium each year before payment is made.

ARTICLE 13 - SALARY

A. Bonus Days

1. Unit members hired prior to July 1, 2007, shall receive in the last paycheck in December two extra days' pay, and in the last paycheck in June, three extra days' pay. In order to be eligible for December's two days, unit members must work into the month of December. In order to be eligible for June's three days, unit members must work into the month of June.
2. Unit members hired on or after July 1, 2007, upon the completion of three years of service, shall receive in the last paycheck in the subsequent December two extra days' pay, and in the last paycheck in the subsequent June, three extra days' pay. In order to be

eligible for December's two days, unit members must work into the month of December. In order to be eligible for June's three days, unit members must work into the month of June.

- B. Unit members shall work on Superintendent's Conference Day prior to the first day of school, as well as any additional Superintendent's Conference Day during the school year (total of two). These two days are included in the 183 guaranteed days.
- C. If there is an emergency school closing, when employees are not required to report to work, and if the day is not made up, unit members will receive up to two days' pay at the end of the school year at their regular hours. If there is a delayed opening or early dismissal, the unit member will be paid for their assigned hours.
- D. Only those unit members' employed as of June 1997 and who are employed five or more hours per day as of September 30, 1997 shall receive their salary on the basis of 22 equal payments, subject, however, to possible future deductions. Except as so noted, the District shall not be obliged to provide equalized paychecks. All additional monies for chaperoning, coverage's, extra hours worked and changes in the numbers of hours worked, etc., will be paid as earned.
- E. Clinical and recreational sports, adaptive aquatics, etc., shall be paid by stipend.
- F. There will be 183 guaranteed work days.
- G. Unit members working on conference/in-service days shall be paid at their regular rate of pay for the number of hours worked. If, however, the conference/in-service day is shorter than their regular work day, the unit member shall not suffer a reduction in pay for those days.
- H. Any unit member who is required to travel between buildings for work

related purposes shall be compensated at the mileage reimbursement rate pursuant to Board of Education policy.

- I. A unit member who completes ten years of continuous service in the District, and who works five or six hours per day, shall receive \$350 longevity on June 30th of that school year. A unit member who completes twelve years of continuous service in the District, and who works five or six hours per day, shall receive a total of \$500 longevity on June 30th of that school year. A unit member who completes fifteen years of continuous service in the District, and who works five or six hours per day, shall receive a total of \$650 longevity on June 30th of that school year. A unit member who completes twenty years of continuous service in the District, and who works five or six hours per day, shall receive a total of \$1,250 longevity on June 30th of that school year.
- J. Unit members will be required to complete five hours of unpaid professional development annually. The District shall publish the professional development courses available to the unit member no later than November 1 and February 1 each year. The District shall meet and confer with the Association President or the President's designee with respect to training course offerings.

If, at the end of the school year, a unit member has failed to attend the required number of hours of professional development training, the unit member's final paycheck for the school year will be reduced by the number of hours by which the unit member failed to meet the requirement.
- K. Unit members shall be paid their regular daily pay while absent due to jury service.
- L. Salaries of unit members covered by this Agreement are set forth in the salary schedule. Unit members hired on or after July 1, 2011, will follow a

new salary schedule.

- M. Unit members' possessing an Associate's Degree shall be hired at Step Four on the salary schedule. Unit members' possessing a Bachelor's Degree or higher shall be hired at Step Five on the salary schedule. Any unit member employed by the District as of September 1999 on Step Five or above (excluding those who have obtained a step adjustment) shall receive an annual stipend of \$2000 for a Bachelor's Degree or higher, and \$1000 for an Associate's Degree. Stipends shall be paid in two equal separate check payments, one in February and one in June of each year. Any unit member employed by the District, who during the course of his/her employment obtains either an Associate's Degree or Bachelor's Degree or higher, shall receive the same said stipend.
- N. All unit members will be required to enroll in direct deposit.
- O. Unit members must be hired prior to January 31st in order to be eligible to advance to the next salary step on the following July 1st.

ARTICLE 14 - SAVINGS CLAUSE

If at any time any provision of this Agreement shall be held by an appropriate court or Administrative agency to be illegal, said provision shall no longer be in effect. The remainder of the Agreement, however, shall remain in full force and effect.

ARTICLE 15 - LUNCHROOM COVERAGE

- A. In the event of the absence of an elementary lunchroom monitor and the unavailability of a substitute, a unit member may be asked to assist in the lunchroom at no extra pay. Such utilization of a unit member will be on an emergency basis only. In no event shall a unit member work

more than twenty days per school year in that capacity. The scheduling of unit members to the lunchroom in each elementary building will be determined by the building administrator in consultation with the senior building representative. The District shall make every effort to hire substitute lunchroom monitors.

- B. Kindergarten unit members shall be required to supervise their kindergarten class in the cafeteria each day. Such coverage shall be supervisory, and shall not include monitor duties.
- C. One-on-one unit members shall be required to attend lunch with their student. The one-on-one unit member's responsibilities shall be those regularly associated with his/her assigned student.
- D. Elementary special education unit members shall be required to supervise their regularly assigned class during the lunch period. Such coverage shall be supervisory, and shall not include monitor duties.

ARTICLE 16 - DURATION

The term of this Agreement shall commence July 1, 2011 and shall cover and apply to members of the bargaining unit still in the employ of the School District on June 30, 2016. Said Agreement shall continue in force and effect until June 30, 2016.

ARTICLE 17 - TAYLOR LAW §204-a 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 FUND THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

HALF HOLLOW HILLS
PARAPROFESSIONAL ASSOCIATION

BOARD OF EDUCATION
HALF HOLLOW HILLS CSD

Mel Stern
President, HHH Teachers Association

Anne Marie Sorkin
President

Shirley Cooke
Paraprofessional Trustee

DUES AUTHORIZATION CARD

NAME _____

ADDRESS _____

I hereby request and authorize the Board of Education of Half Hollow Hills Central School District of Huntington and Babylon, Suffolk County, New York, to deduct from my earnings and transmit to the UNION below, an amount sufficient to provide for regular payment of the membership dues as certified by such UNION in equal payments over the remainder of the school year. I hereby waive all right and claim I might have against the Board of Education, its officers and unit members for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers and unit members from any liability therefore.

Organization: _____

Dated: _____

Paraprofessional's

Signature _____

