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**BOARD OF EDUCATION  
EAST MEADOW UNION FREE SCHOOL DISTRICT**

- with -

**EAST MEADOW TEACHERS ASSOCIATION  
SCHOOL-RELATED PERSONNEL UNIT**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**AGREEMENT**

September 1, 2004 to August 31, 2010



TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1.0 RECOGNITION AND COVERAGE.....	1
2.0 CONDUCT OF NEGOTIATIONS .....	1
3.0 RESOLUTION OF AN IMPASSE .....	2
4.0 SALARIES .....	2
5.0 INSURANCE AND BENEFITS .....	3
6.0 FILES.....	12
7.0 ORGANIZATION RIGHTS .....	13
8.0 WORKING CONDITIONS.....	13
9.0 JOB OPPORTUNITIES .....	14
10.0 GRIEVANCE PROCEDURE .....	14
11.0 ZIPPER CLAUSE.....	18
12.0 TERM OF AGREEMENT .....	19
13.0 TAYLOR LAW REQUIREMENT .....	19
14.0 SAVINGS CLAUSE .....	19
 <u>Exhibits and Addenda</u>	
EXHIBIT A           Registered Nurse Salary Schedules .....	20
EXHIBIT B           Teacher Assistant/Library Paraprofessional Salary Schedule .....	21
EXHIBIT C           Intervention Assistants Salary Schedule.....	21
EXHIBIT D           Individual Health Insurance / Contract for Retirees .....	23



## AGREEMENT

AGREEMENT made, by and between, the EAST MEADOW UNION FREE SCHOOL DISTRICT, Town of Hempstead, Nassau County (hereinafter called the "District"), and the EAST MEADOW TEACHERS ASSOCIATION (hereinafter called "EMTA").

### **1.0 RECOGNITION AND COVERAGE**

1.1 The District hereby acknowledges that EMTA represents a majority of the "school-related personnel" the District employs during the regular school sessions. Accordingly, and in compliance with Article 14 of the Civil Service Law, the District recognizes EMTA as the certified representative and negotiating agent for all "school-related personnel," as herein defined, with respect to wages, hours, and other terms and conditions of employment.

1.2 Wherever used in this Agreement, "school-related personnel" (hereinafter referred to as SRP) means all teaching assistants, library paraprofessionals, intervention assistants, and registered nurses.

Excluded from the term "school-related personnel" are all other personnel not enumerated in the foregoing paragraph.

1.3 EMTA hereby affirms that it does not assert the right to strike as that term is defined by law, against the District; nor will it cause, assist, instigate, encourage, condone or participate in any such strike, or impose an obligation to conduct, assist, or participate in such strike.

### **2.0 CONDUCT OF NEGOTIATIONS**

2.1 EMTA and the District shall each designate a negotiating committee.

2.2 The parties shall meet jointly in negotiation sessions to negotiate wages, hours, and terms and conditions of employment, under the Agreement. Such negotiating sessions shall be held by mutual agreement.

2.3 Each of the respective parties shall furnish each other with such information as may be necessary to fulfill their respective obligations under the Taylor Law or other applicable statutes.

2.4 Each negotiating committee shall be empowered to make recommendations to their respective principal after negotiations.

2.5 The Agreement, as approved by the District and the EMTA, shall be reduced to writing, signed and exchanged by the authorized representatives of the respective parties, and reproduced in sufficient numbers for distribution to the school-related personnel and such members of the supervisory staff as the Board may desire.

2.6 Each party may avail itself of such technical and professional assistance as it, in its discretion, deems necessary. Such persons may be present at the negotiating sessions on mutual consent.

2.7 Any negotiations conducted during school hours shall not result in lost wages to participating personnel.

### **3.0 RESOLUTION OF AN IMPASSE**

3.1 An impasse may be deemed to exist if no agreement is reached at least sixty (60) days prior to the budget submission date.

3.2 In the event of any impasse, the parties agree that the statutory procedures then in force and effect under the laws of the State of New York will be followed until the impasse is resolved.

### **4.0 SALARIES**

4.1 Each SRP employee shall be paid twice each month, except for the months of July and August, at the rate of 1/24 of his/her annual salary. The first check shall be paid on the 15th of each month unless the 15th is not a working day, in which case that check shall be paid on the last working day prior to the 15th. The second check in each month shall be paid on the last working day of each month. The second check in June shall be 5/24 of the annual salary.

The District shall continue the voluntary direct deposit program. An SRP will be removed from direct deposit if his/her absence bank including borrowed days falls below five (5) days. With a balance of ten (10) or more days, including borrowed days, the said removed member/SRP employee will be able to enroll for the direct deposit program. All new SRPs shall be employed for five (5) months prior to becoming eligible for direct deposit.

4.2 An SRP who leaves the employ of the School District shall be paid the full amount of unpaid salary, including any amounts withheld for the summer check, within thirty (30) days after termination of employment.

4.3 An SRP shall be entitled, upon request made reasonably in advance, and in accordance with the rules, regulations, and established procedures of the New York State Teacher and/or Employees Retirement System, to repay loans from the New York State Teachers and/or Employees Retirement System, and the Nassau Educators Federal Credit Union, through payroll deduction. However, deduction for this purpose shall be limited to one loan at any time. In addition, payroll deduction shall be extended to include savings deposits at one teachers' credit union.

4.4 Salaries for RN's are set forth in Exhibit A. Salaries for Teacher Assistants and Library Paraprofessionals are set forth in Exhibit B. Salaries for Intervention Assistants are set forth in Exhibit C.

4.5 A longevity increment of \$1,500 shall be paid to all SRPs who have fifteen (15) years or more of total service.

4.6 Registered Nurses who have attained a B.A. degree shall receive a stipend of \$1,500.

## **5.0 INSURANCE AND BENEFITS**

### **5.1 LEAVES FOR SICKNESS AND PERSONAL REASONS**

(a) Full-time unit members will be allowed 12 days of absences without deduction of salary in the event of sickness during each year of this Agreement; except that, during the final



year of service, sick leave days shall accrue on the basis of 1.2 days per month of actual service.

(b) Full-time unit members shall be permitted to accumulate up to a maximum of One Hundred Seventy (170) days sick leave.

(c) The following will be allowed under sick leave;

(i) Personal illness

(ii) Death in the immediate family (maximum of five days). Immediate family shall include husband, wife, children, mother and father, brother and sister, father-in-law, brother-in-law, sister-in-law and mother-in-law.

(iii) Serious sickness in the immediate family or adoption (maximum of five (5) days). Immediate family shall include husband, wife, children, mother and father, brother and sister. The maximum number of days may be exceeded at the discretion of the Superintendent in extraordinary circumstances.

(iv) Major religious holidays and any other exceptional absences.

(v) Two (2) days of leave per year of personal business will be granted to an SRP upon the approval of the supervisor, with the understanding that it is charged to sick leave, and the request be made of the supervisor at least one week in advance. (An exception to the one week advance notice may be made at the discretion of the supervisor if warranted by unusual circumstances.) SRPs requesting a personal business leave day would in most cases be expected to give the specific reasons for such request. However, if the SRP were to consider the reason too personal to reveal, he/she would have the prerogative of indicating so without jeopardizing the chance of obtaining leave. In addition, there are no restrictions whatsoever on the days of the week that such leave can be obtained. No personal leave shall be used on school make-up days. Personal leave use immediately before or after a recess period of one week or more shall require a specific reason and shall require the

prior approval of the Superintendent. The Superintendent will consider special family or legal circumstances.

(vi) If an SRP exhausts-all accumulated sick leave, such SRP, with the approval of the Superintendent, which approval shall not be unreasonably withheld, shall be authorized to borrow against his/her future sick leave to a maximum of twenty-four (24) days. SRPs shall be charged with having borrowed only those sick days which are actually used in a given school year. SRPs who borrow sick leave shall repay such sick leave at the rate of four (4) days per year. In the event an SRP's service is terminated for any reason prior to the final repayment of borrowed sick days, reimbursement by the SRP shall be made to the District at the per diem rate of 1/200 of the SRP's annual salary in effect at the time the borrowed sick days were actually used and this may be deducted from his/her last check.

Extenuating circumstances notwithstanding, upon initial return to work, members who have utilized borrowed days may be required to be present for a maximum of five (5) days before being credited with additional sick leave.

SRPs who desire to take leave and who have borrowed days outstanding and who have not made repayment of such borrowed sick days prior to taking such leave must provide to the District a Confession of Judgment, prepared by the District, equal to the total monetary value of the number of borrowed sick days that have not been repaid. The values of each borrowed day shall be computed at a per diem rate of 1/200th of the SRP's annual salary in effect at the time the borrowed sick day was actually used.

(vii) All SRPs who become teachers in the District shall retain their accumulated sick leave.

## 5.2 TAX-DEFERRED ANNUITY

The District shall make available eight (8) tax-sheltered annuity programs to full-time employees of the bargaining unit. The eight (8) shall include the six (6) currently available, plus the NYSUT/TSA program and any other program mutually selected by the parties. In the event one of the programs is not used for a twelve (12) month period, the carrier shall be dropped. A replacement carrier may be mutually agreed upon to be effective during the next enrollment period.

## 5.3 CHILD CARE LEAVE

SRPs may apply for and shall be granted leaves of absence for child care purposes for a period not to exceed two (2) years. Such leaves begin at the discretion of the District. Initial leaves shall conclude at the beginning of the school year or the beginning of the second school semester. Subsequent extensions during the same leave allocation period shall conclude at the beginning of the school year only.

SRPs on child care leave must notify the District by May 1st of their intention to return at the beginning of the school year and by November 15th of their intention to return at the beginning of the second semester in instances of initial leaves only.

In extraordinary circumstances, the Superintendent may waive such notice requirements.

## 5.4 JURY DUTY

SRPs assigned to jury duty shall be paid at their regular pay scale for the period served. They shall reimburse the District for any monies exclusive of mileage received from the courts as compensation for their services. SRPs required to serve on a jury will not have the time deducted from their cumulative sick leave total.

## 5.5 MEDICAL INSURANCE

The District shall pay 85% of the cost of the medical insurance premium for all eligible personnel as defined in the Empire Plan Core Plus Medical and Psychiatric Enhancements. For the 2005-2006 school year and thereafter, SRPs shall contribute 15% plus \$240 of the premium per annum toward the cost of health insurance. The District shall maintain HIP/HMO as a medical insurance option in the same manner it heretofore contributed toward HIP. The District may provide an optional health insurance plan to members of the unit. Participation shall be voluntary. The parties shall agree to the plan at least ninety (90) days prior to making such plan available to members of the unit. The parties also commit to explore the possibility of alternate plans for the purpose of reducing the cost of health insurance.

The District has sought a ruling from the Internal Revenue Service to determine whether the foregoing employee contributions may be made with pre-tax dollars. Such ruling allows for tax free contribution by the employees consistent with the terms of this Agreement. The District will continue such payments consistent with the Internal Revenue Service ruling. It is understood that the District assumes no additional obligations. It is also understood that any employee making such contributions will first agree to indemnify and hold the District harmless in the event of a subsequent determination that the District failed to withhold sufficient income taxes, since a ruling is not a judicial determination.

Employees who qualify for enrollment in the District's health insurance program, as of September of each year, and who elect not to participate in same for the entire school year because of alternate coverage, shall receive a payment of \$2,000 in June of that year for nonparticipation in the family coverage of \$1,200 for nonparticipation in individual coverage. Payments under this program shall be made by separate check at the conclusion of each full school year coverage has been waived. Employees shall notify the District if they wish to participate in this program. Employees shall be able

to reapply for insurance coverage at any time subject to the requirements and conditions specified in the Empire Plan. Employees whose nonparticipation is for less than a full school year shall receive a prorated amount of such payment.

Members of the unit who retire at age 55, or older, or younger if a disability retirement, and retire under the New York State Teachers Retirement System subsequent to April 1, 1991 who have been employed by the District for seven (7) years or more will be guaranteed that the Board will contribute for the member's lifetime no less than 85% of the total cost of the applicable health insurance premiums into retirement. The employee and the District shall execute an individual contract as per the attached Exhibit D covering such benefit.

5.6 The District shall cover each eligible active unit member with catastrophic excessive medical expenses coverage (Plan No. 1 as offered by the First Rehabilitation Insurance Company of America). Employees receiving coverage shall contribute 25% towards the cost of such plan. The District shall pay the balance of the annual cost. The District reserves the right to self insure this benefit. If the District elects to self insure, the 25% co-payment shall be converted to a dollar amount which shall be fixed as the employee's amount of contribution while self-insurance remains in effect.

#### 5.7 DENTAL INSURANCE

The District shall provide individual employee coverage which provides for 50% of reasonable and customary expenditures. The dental plan will have no deductible but shall be subject to an annual maximum of Two Thousand (\$2,000) Dollars. Said plan will be at no cost to the individual. The District agrees to supply each SRP with a complete benefits schedule. The District guarantees the provisions of this plan and retains the right to select or change any insurance carrier, including other methods of providing such benefits.

The District shall continue a Dental Provider program substantially equivalent to the Eguicor Dental Provider Plan.

For members of the unit who have completed three (3) years of service, the District shall provide coverage to the spouses of employees. Such coverage shall be available only after said spouse has applied and utilized his/her primary coverage, if any. Such coverage shall be limited to an annual maximum of Two Thousand (\$2,000) Dollars.

Dependent Dental Reserve - The District shall annually establish a dependent dental reserve in the sum of \$50 for each full time SRP who has a dependent (age 19 and under). The purpose of the reserve is to reimburse SRPs for child dental expenses subject to a \$50 per annum maximum. The maximum annual contribution of the School District shall be \$20,000. These funds will not be carried over from one calendar year to the next.

The District agrees to add a children's dental option to the District's dental program at a premium to be paid by the member. The current individual and spousal program will continue and be fully paid by the school district. The District shall contribute \$50.00 per annum toward the premium for the children's option. The District and the EMTA will collaborate to develop and implement the children's dental option as soon as practicable during the 2007-2008 school year.

#### 5.8 DISABILITY INSURANCE

The District shall provide group long-term disability employee insurance in accordance with the provisions of Connecticut General Insurance Company, Policy No. 0426353, which is incorporated herein by reference solely for the purpose of delineating benefits and not for the purpose of designation of carrier. The monthly income benefit shall be 60% of basic monthly earnings, rounded to the nearest One (\$1.00), Dollar up to a maximum of \$3,500 per month. Such carrier may be changed by the District provided there is no change in benefits.

SRPs receiving disability insurance shall have the option of: (a) maintaining sick leave, unused; or (b) receiving that portion of their unused sick leave which will provide them with 100% of

their regular salary, exclusively from sick leave and no other source. The period of utilization of such sick leave precludes disability insurance payments.

#### 5.9 LIFE INSURANCE

The District shall provide \$50,000 of term life insurance for nurses with more than three (3) years of service. The district shall provide all other SRPs who have been employed at least one (1) year, with \$25,000 term life insurance.

#### 5.10 WORKERS' COMPENSATION

SRPs injured on the job shall be required to apply for Workers' Compensation benefits. SRPs required to be absent because of an injury, shall receive full salary during such absence, up to a maximum of one hundred twenty (120) calendar days. Such absence shall not be charged against the SRP's sick leave. Only the weekly cash benefits paid by Workers' Compensation shall be turned over to the District during the period which the SRP is receiving full salary.

Workers' Compensation/Managed Care - In accordance with Section 126(B) of the New York State Workers' Compensation Law, the District has implemented a managed care program of CorVel Corporation. All SRPs who are injured arising out of, or in the course of, their employment *and* who apply for Workers' Compensation benefits shall be immediately referred to CorVel Corporation. Any SRP referred to CorVel Corporation must remain under their care for a period of no less than thirty (30) days. If, after a period of thirty (30) days, the employee is not satisfied with the care received through the CorVel Corporation, he/she may elect to receive treatment from another provider within CorVel Corporation, or receive treatment from any other health provider licensed by the New York State Workers' Compensation Board at the option of the SRP. Two years after its implementation and if there has been at least two cases, EMTA shall have the option of discontinuing the plan or discussing alternatives. There shall be an annual review of the plan between representatives of the District and EMTA.

#### 5.11 LIMITATION

At no time may an SRP receive a combination of salary, Workers' Compensation, School District disability insurance or social security benefits which total in the aggregate more than 100% of his/her regular salary.

#### 5.12 PRE-TAX CHILD CARE LEAVE

The District shall implement a deduction program for child care. Such deductions shall be pre-taxed if consistent with IRS regulations. The District assumes no additional obligations.

#### 5.13 PAYMENT OF ACCUMULATED SICK LEAVE

All full-time employees in the bargaining unit whose employment continues in this School District until retirement shall be entitled at the time of retirement under the New York State Teachers Retirement System or New York State Employees Retirement System to receive payment for accumulated sick leave as follows:

At the time of retirement as above provided, or in the event of an SRP's death while in the employ of the District, the cumulative unused sick leave days shall be totaled using last days first to a maximum cumulative limit of one hundred seventy (170) days for all full-time unit members. Sick leave days earned can be replenished with days accruing at a later date.

At the time of retirement, as above provided, the total number of unused sick days as above calculated shall be converted to dollars using a "value at the time of accrual" method and the amount of such monies, so determined, shall be paid to the retiring SRP upon retirement or in the event of his/her death to his/her estate.

For the purpose of this provision, an SRP's cumulative unused sick leave shall consist of the SRP's most recently acquired unused sick leave days, not to exceed one hundred seventy (170) days for all full-time unit members. Sick leave days in excess of the number allowable in any one year



shall be deducted from the cumulative unused sick leave by eliminating an equal number of the earliest acquired sick leave days.

When an SRP shall retire or die while in the employ of the School District, the total number of days of cumulative unused sick leave shall be converted into dollars as follows:

Each sick day shall be valued at 1/200 of the SRP's annual salary at the time of accrual of the sick leave days. The total thereof shall be paid to the SRP, or if he/she shall have died to his/her estate.

## **6.0 FILES**

6.1 Members of the unit, upon reasonable notice, shall have access to their personnel file except for confidential matters, e.g., letters of recommendation. In addition, members of the unit may, upon request, but not more frequently than once a year, have reproduced any material in their file except such confidential matters.

6.2 No material derogatory to an SRP's conduct, service, character, or personality shall be placed in the SRP's file without his or her knowledge.

6.3 Letters of commendation relating to school performance received by an SRP shall, upon request, be made part of the SRP's file.

6.4 No anonymous material shall be placed in an SRP's file.

6.5 Complaints against an SRP shall be brought to their attention as soon as administratively practicable.

6.6 Members of the unit shall have the right to answer any material filed and such answer shall be attached to the file copy of the subject material.

6.7 Evaluations - The district will make every effort to provide evaluations to staff members ten (10) days prior to the end of the school year. One copy of the SRP's Evaluation Report will be given to each SRP. Should SRPs wish to comment on their evaluation, they may make a written

statement of their claims or beliefs concerning the report within a period of seven (7) school days.

This statement should be submitted in duplicate so that it may be attached to the Principal's and Assistant Superintendent's copies of the fitness report.

## **7.0 ORGANIZATION RIGHTS**

7.1 The District agrees to deduct from the salaries of SRP's dues for the Association as said employees individually and voluntarily authorize the District to deduct and to transmit such monies on a monthly basis to EMTA. Employee authorizations shall be in writing. The Association on its own behalf and on behalf of each member of the unit authorizing dues deduction hereby releases the District, its officers, agents, and employees from any and all liability and responsibility whatsoever for the use or application of dues after such dues have been deducted and remitted as stated in this section.

7.2 EMTA shall be permitted to use meeting rooms, bulletin boards and SRP mailbox facilities consistent with its responsibilities as the recognized bargaining agent for the SRP unit.

7.3 The District will implement payroll deduction for the NYSUT Member Benefit Trust subject to reasonable rules and regulations established by the District subject to conferring with EMTA.

7.4 The district will make every effort to provide EMTA with a successor agreement within forty-five (45) days of its approval. The district shall make copies to be given to EMTA as soon as practicable.

## **8.0 WORKING CONDITIONS**

8.1 The daily program for each member of the unit shall include a duty-free time for lunch. SRPs shall be guaranteed a lunch period equivalent to the lunch period of the grade level of the building to which the SRP is assigned.

(a) Building principals will recognize the need for SRPs, who are maximally scheduled, to be provided with relief opportunity(s), as practicable.

8.2 Commencing with the summer of 2007, registered nurses required to work during the summer shall be given the option of receiving compensatory time in lieu of pay or 1/200th of the registered nurse's annual salary for each day worked during the summer.

8.3 At no time shall any member of the unit be required to make an oral or written evaluation of another member of the unit.

8.4 The work year for teacher assistants and intervention assistants shall coincide with the EMTA teacher work year.

8.5 The work day for intervention assistants shall coincide with the EMTA teacher work day at the building to which the intervention assistant is assigned.

## **9.0 JOB OPPORTUNITIES**

The District shall give SRPs consideration for all open teaching positions in the District.

## **10.0 GRIEVANCE PROCEDURE**

### **10.1 DEFINITION**

Whenever used in this Agreement, "grievance" means a claim of alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement and shall include a claim of alleged violation of a provision of this Agreement which EMTA wishes to initiate or prosecute.

A grievance shall not include, however, a claim involving the SRP's rate of compensation, retirement benefits, tenure proceedings, or any matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

Nothing hereinabove set forth shall be deemed to bar SRPs from prosecuting as a grievance a claim that they are not receiving compensation according to the salary schedule.

## 10.2 RESOLUTION OF GRIEVANCES

### Informal Resolution

If any grievance arises under the application and interpretation of this collective negotiation agreement, the SRP shall, in the first instance, attempt to resolve the complaint informally at a conference with the principal or the appropriate supervisor. If the grievance is not resolved satisfactorily within three (3) working days after such conference, the SRP may proceed to Step I.

### STEP I

A. The SRP may submit a grievance in writing to the principal or other appropriate supervisor within five (5) working days after the exhaustion of the three (3) working day period specified above. The SRP must identify the specific provision of the Agreement the SRP believes to be misapplied or misinterpreted and the precise nature of the action being protested. In the absence of such specificity the grievance shall be null and void.

B. The SRP and principal or supervisor shall confer in an effort to resolve the grievance. At their option, SRPs may be represented by a member of EMTA or other person of their choice. If SRPs decline such representation, they shall specify so in writing.

C. The principal or supervisor shall give timely notice to EMTA of the date, place and time of such conference, and such conference shall be scheduled within five (5) working days of the receipt of the written grievance. EMTA may, at its option, have a representative present to state its view on the issues involved in the complaint.

D. The principal or supervisor shall communicate his/her decision in writing to the complaining SRP and to his/her representative, if any, and EMTA within five (5) working days after the conference.

E. If the SRP is dissatisfied with the principal's or supervisor's decision, or if no decision is rendered within the time stated above, the SRP may proceed to Step II.

## STEP II

A. The aggrieved may appeal to the Superintendent of Schools within five (5) working days after the receipt of the decision, or absence of a decision, in Step I. The appeal shall be in writing, with a copy to the principal or supervisor and shall contain a restatement of the grievance, a copy of the decision of the principal or supervisor and the name and address of the SRP's representative, if any.

B. Within five (5) working days of the receipt of the appeal on Step II, the Superintendent of Schools (or his/her representative) shall confer with the aggrieved SRP in an effort to resolve the dispute. At his/her option, the SRP may be represented by a member of EMTA or other person of his/her choice. The Superintendent of Schools (or his/her representative) shall give timely notice of the date, place and time of the conference to the SRP, any representative who appeared with him/her at Step I, to EMTA and to the principal or supervisor who considered the grievance in Step I. EMTA may, at its option, have a representative present to state its views on the issues involved in the complaint.

C. The Superintendent of Schools (or his/her representative) shall communicate his/her decision in writing to the aggrieved and his/her representative, if any, within ten (10) working days after the conference.

D. If the SRP is dissatisfied with the decision of the Superintendent of Schools, or if no decision is rendered within ten (10) working days after such conference, the SRP may appeal the case to arbitration.

## ARBITRATION

A. Arbitration may be instituted by filing a written request therefore with the American Arbitration Association (AAA) and the District within ten (10) working days after receipt of the decision or the absence of a decision in Step II.

B. The EMTA shall be deemed a party to the arbitration proceedings and may, at its option, have a representative present to state its views on the issues involved in the arbitration.

C. The AAA shall submit a panel of arbitrators to the SRP or his/her representative, if the SRP is not represented by EMTA, to EMTA and the District. If the parties are able to agree upon an arbitrator named in the panel within ten (10) working days after submission thereof, they shall so notify the AAA which shall thereupon select such designee as arbitrator. If they are unable to agree, the AAA shall select an arbitrator in accordance with its rules. The hearing and all matters related to the conduct thereof shall be conducted pursuant to the rules of the AAA.

D. The arbitrator shall issue his/her recommendations in writing within the time prescribed by the said rules of the AAA and serve copies thereof upon the SRP or his/her representative, EMTA and the District.

E. EMTA recognizes that the District has the legal responsibility for operating the school system. Accordingly, EMTA agrees that the sole power of the arbitrator shall be to determine whether in his/her opinion the provisions of this contract have been violated, misinterpreted or misapplied. The recommendations of the arbitrator made in accordance with these standards and guidelines shall be advisory only upon the parties and shall not be made public. If either party rejects the recommendations of the arbitrator, it must, within ten (10) working days following the receipt of said recommendations, specify the reasons for such rejection. The parties shall then meet to attempt a resolution of the grievance. In the absence of a settlement, the decision in Step II shall stand and either party shall thereupon be free to make public the arbitrator's recommendations. If during the life of this six-year Agreement, the District fails to implement two advisory awards, thereafter all awards shall be final and binding for the duration of the Agreement.

F. The arbitrator's fee and expenses shall be borne equally by the parties.

G. If either party unilaterally cancels a scheduled arbitration hearing, that party shall bear the full cost of any cancellation and/or arbitrator's fee required by the rules of the AAA.

### SPECIAL MATTERS

A. EMTA may initiate a grievance or appeal a decision to the next step, including arbitration.

B. If a substantial number of SRPs have a complaint arising out of the action of a principal or supervisor, EMTA may initiate a common grievance in their behalf. The provision in II.A above, concerning the specificity of a grievance filed in Step I, shall apply to grievances filed under this section. If the complaint involves the action of two or more principals, or action at an administrative level higher than principal, Step I, shall be dispensed with and the grievance procedure shall commence at Step II.

C. Nothing contained herein shall be deemed to prevent an individual SRP from presenting or processing a grievance under the procedures herein set forth.

D. Nothing contained herein shall be construed to deny SRPs their rights under Section 15 of the Civil Rights Law, or under the Education Law, or under applicable Civil Service Laws and Regulations.

### TIME LIMITS

By mutual agreement the time limits may at any stage be waived or extended.

### **11.0 ZIPPER CLAUSE**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be re-opened on any item, whether contained in this Agreement or not, during the term of this Agreement, except insofar as may be required by the provisions of this Agreement.

**12.0 TERM OF AGREEMENT**

12.1 This Agreement shall be effective from on and after September 1, 2004 and shall terminate on August 31, 2010.

**13.0 TAYLOR LAW REQUIREMENT**

**13.1 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.**

**14.0 SAVINGS CLAUSE**

14.1 If any provision of this Agreement shall be held contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of the Agreement shall continue in effect.

14.2 This Agreement constitutes the entire agreement between the parties and no provision of any policy, by-laws, or administrative code or any other writing, except as provided herein, shall be deemed incorporated herein by reference.

14.3 This Agreement may not be changed orally and may only be changed in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

  
EAST MEADOW TEACHERS ASSOCIATION


  
BOARD OF EDUCATION, EAST MEADOW  
UNION FREE SCHOOL DISTRICT  
TOWN OF HEMPSTEAD, NASSAU COUNTY



EXHIBIT A

REGISTERED NURSE SALARY SCHEDULE<sup>1,2</sup> 2004-2010

STEP	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
1	\$27,335	\$28,291	\$29,253	\$30,204	\$31,215	\$32,277
2	\$28,761	\$29,768	\$30,780	\$31,780	\$32,845	\$33,962
3	\$30,193	\$31,250	\$32,313	\$33,363	\$34,480	\$35,653
4	\$31,623	\$32,730	\$33,843	\$34,943	\$36,113	\$37,341
5	\$33,051	\$34,208	\$35,371	\$36,521	\$37,744	\$39,027
6	\$34,485	\$35,692	\$36,906	\$38,105	\$39,381	\$40,720
7	\$35,915	\$37,172	\$38,436	\$39,685	\$41,014	\$42,409
8	\$37,346	\$38,653	\$39,967	\$41,266	\$42,649	\$44,099
9	\$38,774	\$40,131	\$41,495	\$42,844	\$44,279	\$45,785
10	\$40,204	\$41,611	\$43,026	\$44,424	\$45,912	\$47,473
11	\$41,636	\$43,093	\$44,558	\$46,006	\$47,548	\$49,164
12	\$43,065	\$44,572	\$46,087	\$47,585	\$49,179	\$50,851
13	\$44,495	\$46,052	\$47,618	\$49,165	\$50,812	\$52,540
14	\$45,926	\$47,533	\$49,149	\$50,746	\$52,446	\$54,230
15	\$46,426	\$48,051	\$49,685	\$51,299	\$53,018	\$54,821

<sup>1</sup> The RN designated as the Lead Nurse shall receive an annual stipend of \$4,500.

<sup>2</sup> Registered nurses shall receive retroactive payments for all salaries and monetary payments for the 2004-2005, 2005-2006, and 2006-2007 school years.

EXHIBIT B

TEACHER ASSISTANT/LIBRARY PARAPROFESSIONAL SALARY SCHEDULE

	AA	BA	BA (w/teaching certification)	MA (w/teaching certification)
2004-2005	\$11,045	\$11,852	\$12,654	\$13,461
2005-2006	\$13,045	\$13,852	\$14,654	\$15,461
2006-2007	\$14,045	\$14,852	\$15,654	\$16,461
2007-2008	\$15,045	\$15,852	\$16,654	\$17,461
2008-2009	\$16,045	\$16,852	\$17,654	\$18,461
2009-2010	\$17,045	\$17,852	\$18,654	\$19,461

EXHIBIT C

INTERVENTION ASSISTANTS SALARY SCHEDULE

2004-2005	\$15,323
2005-2006	\$17,523
2006-2007	\$18,723
2007-2008	\$19,923
2008-2009	\$21,123
2009-2010	\$22,323

Intervention assistants and teacher assistants who are employed for the 2007-2008 school year and who were employed in the 2006-2007 and/or 2005-2006 school years shall receive retroactive payments as per the above schedules. Intervention assistants and teacher assistants who left the district in the 2005-

2006 school year or the 2006-2007 school year shall receive, on an annualized basis, \$1,000 for each of those school years. Those intervention assistants and teacher assistants eligible for the above \$1,000 annualized payment(s) shall not be required to contribute \$240 per annum toward health insurance premiums for the years they worked in the school district.

EXHIBIT D

Contract entered into between the East Meadow School District and \_\_\_\_\_ this  
\_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

WHEREAS, the District recognizes the long service of

WHEREAS, after careful consideration \_\_\_\_\_ has submitted a letter of  
retirement which has been accepted by the District and has relied upon the provisions of Article 5.5 of  
the (2004-2010) collective bargaining agreement between the District and EMTA as to the level and  
extent of such coverage.

\_\_\_\_\_ certifies that he/she has carefully reviewed all applicable provisions of the  
contract and has had ample opportunity to consider his/her alternatives, including the opportunity to  
confer with counsel. \_\_\_\_\_ states that he/she has freely entered into retirement and  
has not in any way been coerced to retire.

The District recognizes its obligation to contribute 85% of the health insurance premiums for  
family or individual coverage, whichever is applicable for the life of \_\_\_\_\_.

A copy of the Board resolution approving this Agreement is attached hereto.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

