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Union: **School Aides Unit, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America**

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AID/ 5966

AGREEMENT

BETWEEN

PLAINVIEW - OLD BETHPAGE
CENTRAL SCHOOL DISTRICT

Plainview, New York

And

SCHOOL AIDES UNIT
LOCAL #237,

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

July 1, 2004 - June 30, 2008

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ARTICLE I

RECOGNITION

The Board of Education recognizes Local #237, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all School Aides as follows: Cafeteria Aides, Teacher Aides, Library Aides and Recreation Aides. Said Local #237 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America is hereby accorded unchallenged representation status for the maximum period of time permitted under the terms of the Public Employees Fair Employment Act.

ARTICLE II

FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all Aides by continuing to admit all persons to membership without discrimination on the basis of age, race, creed, color, national origin, sex, marital status or handicap, in violation of Section 504 of the Rehabilitation Act of 1973, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, handicap, in violation of Section 504 of the Rehabilitation Act of 1973, or membership or

participation in, or association with, the activities of any employee organization.

ARTICLE III

ORGANIZATIONAL MATTERS

1. BI-MONTHLY MEETINGS

A. Representatives of the Board of Education and representatives of the Union will meet bi-monthly during the school year (September through June) to allow for an exchange of views on matters of common interest.

B. The request for the meeting may be initiated by either party at least five (5) working days in advance of the meeting. The requesting party will also submit an agenda of items to be discussed at least five (5) days in advance of the meeting, while also giving the other party an opportunity to add items to the proposed agenda.

2. DUES CHECK-OFF

At the written request of a School Aide, the District shall deduct from earned wages dues payments to the International Brotherhood of Teamsters, Local #237, the maximum of 21 equal installments beginning with the first September payroll. Such dues deduction authorization shall remain in effect as long as the School Aide is employed by the school district unless cancelled in writing by said employee, notifying the Business Office, Plainview-Old Bethpage Central School District, Plainview, New York 11803 and the Union. Money deducted shall be forwarded to the Union no later than the next following payroll date.

3. USE OF BUILDINGS

A request shall be made, in writing, to the Director of School Facilities and Operations, at least five (5) school days in advance of a desired use of a school building for the purposes of conducting a meeting.

Use of the building is subject to the Education and other applicable laws of the State of New York and to the policies and by-laws of the Board of Education.

No meeting may be scheduled in a building until after the close of the regular school day for students and work day for employees.

4. USE OF MAIL BOX

One (1) mail box, identical to the teachers' mail box in each of the schools, shall be made available for the exclusive use of the School Aides. This mail box shall be located in the main office. Twenty (20) copies of all communications placed in the mail box will be provided to the Superintendent of Schools concurrent with the distribution to the School Aides.

5. USE OF BULLETIN BOARDS

School Aides shall be permitted use of the Bulletin Board to post notices of meetings.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

1. WORK YEAR

A. In general, the work year for School Aides will be as follows: from the Tuesday after Labor Day through the Friday of Regents Week, except that no work shall be required on days that school is not in session and when the full program for which the Aide was hired is not in operation on a particular day. School Aides shall be paid for those days on which they perform actual service unless otherwise indicated.

B. Unless notified in writing of termination of employment at least three (3) days before June 30 of each year, each employee shall resume work on the first day of new school year.

C. Unless notified in writing of termination of employment at least three (3) days before the beginning of a customary and established holiday recess period, employees shall resume work immediately following the holiday recess period.

2. WORK DAY

A. Aides will be expected to work the days and hours authorized by the Board of Education which are as follows:

Library Aides and Teacher Aides -

Four (4) hours per day when school is in session. (180 school days plus one (1) day of orientation).

Cafeteria Aides (Secondary)

Two and three quarter (2 3/4) hours per day when school is in session. (180 school days plus one (1) day of orientation).

Cafeteria Aides (Elementary)

Two (2) hours per day when school is in session and a full lunch period is in effect for students. (179 school days plus one (1) day of orientation).

Recreation Aides (Elementary)

Two (2) hours per day when school is in session and a full lunch period is in effect for students. (179 school days plus one (1) day of orientation).

All aides attending annual summer orientation will be paid at their normal hourly rate on that day for hours actually worked.

B. Within the framework of the hours authorized as indicated above, Building Principals will establish the specific hours of work for Aides assigned to their buildings, taking into consideration program needs.

C. Employees will be paid for all authorized hours worked. Any work required by the Building Principal beyond the designated hours shall be paid at the established regular hourly rate, provided there is prior

approval of the Building Principal to perform such work. In addition, such written authorization provided by the principal will be attached to the time sheet.

D. Employees who have to leave work during their working hours may do so only with the approval of the Building Principal. On such occasions, the time sheet will be appropriately marked and payment will be made only for the actual time worked.

E. In the event an Aide is required to perform work on a weekday evening or on a Saturday or Sunday, the Aide will be guaranteed a minimum of two (2) hours work and will be paid as follows:

(1) regular hourly rate for weekday evenings,

(2) one and one-half (1-1/2) times regular hourly rate for Saturdays, Sundays, the eve of a holiday, and holidays.

In the event the building principal requires employees to work additional hours, said additional hours will be offered on the basis of seniority with the most senior aide within the building being asked first and so forth down the line of seniority on a rotating basis.

F. Employees who lose hours of work due to a delayed opening of school and half school days shall have the right to make up such hours within thirty (30) days on a date selected by the building principal. Building principals will assign make up duties. Said hours shall

be paid at the regular hourly rate provided there is prior approval of the building principal to perform such work.

G. All unit members who work four (4) hours or more per day as either an aide or a monitor (hours worked to be exclusively within one position or the other, with no combining permitted) will receive a ten (10) minute paid break during the course of the normal working day, as scheduled by the building principal.

All unit members who work six (6) hours or more per day as either an aide or a monitor (hours worked to be exclusively within one position or the other, with no combining permitted) will receive two (2) ten (10) minute breaks during the course of the normal working day, as scheduled by the building principal.

3. VACANCIES

A. Notice of vacant positions within the bargaining unit will be posted in all schools for a period of five (5) working days, within ten (10) working days of the official vacancy. All job postings will include hours of work, job duties, locations and other details of job.

B. Employees who may be interested in the vacancy shall have an opportunity to apply within five (5) working days after the notice of vacancy is posted.

C. In the consideration of applicants for a vacant position, length of service in the district will be a consideration.

However, promotions will be granted on the basis of the employee best qualified for the position as determined by the District. In the event the employee with the most seniority does not get the vacant position, said employee has the right to meet with the building administrator to discuss the reasons why the vacant position was not granted to him or her. The final decision regarding promotions remains with the District.

4. RESIGNATIONS

In the event an employee intends to resign his/her position, notice of resignation should be provided to his/her supervisor, in writing, no less than fifteen (15) working days in advance of the effective date of resignation.

5. TRANSFER AND ASSIGNMENT

A. A transfer shall mean a movement from one work location to another work location within the same category for which an Aide was hired.

B. An employee may submit a written request for a transfer to the Personnel Office. Requests may be submitted even though an opening does not exist at the time thereof.

C. The following factors will be considered in any transfers and assignments:

- (1) Length of service in the district and length of service in present title in the district.
- (2) Training and qualifications of the employee for the position.
- (3) Civil Service requirements.

The order of enumeration of above factors is not to be construed to indicate weight or importance to which the parties attach any one of these factors.

D. All assignments shall be subject to the needs of balanced staffing in all schools and shall be made in the best interests of the school district.

6. SUMMER POSITIONS

In the event that a School Aide position is established during a summer school program, then School Aides currently employed will be notified of the position and will be invited to apply.

7. BUILDING ASSIGNMENT

All School Aides are subject to specific assignment by the Building Principal within the general area of responsibility for which they were hired. It is recognized, however, that from time to time an emergency situation may arise at which time a School Aide would be subject to temporary reassignment during the period of the emergency.

8. SENIORITY

A. Definitions.

District Seniority shall mean the total length of an employee's continuous and uninterrupted service in the district as an Aide, from date of employment.

Category Seniority shall mean the length of an employee's service in the district in the category in which the Aide is employed at the time that a reduction in staff is effected in that category.

Category 1 Aides shall mean Aides employed as Library or Teacher Aides.

Category 2 Aides shall mean Aides employed as Cafeteria or Recreation Aides.

Teacher Aides shall include persons employed as such and others who are assigned to Special Education Classes, or as Audio-Visual, Reading, or Title I Aides.

B. When Aide positions are abolished and/or a reduction in the number of Aides employed is effected, seniority shall govern in the determination of employees to be retained.

(1) In the event of a reduction in the number of Aides in Category 1, the Aide with the least district seniority shall be removed from the category. The Aide so removed may exercise seniority rights to the category 2 position held by the least senior Aide in category 2 provided the category 1 Aide has greater district seniority than the least senior category 2 Aide, in which case the category 2 Aide shall be declared "in excess" and be terminated.

(2) In the event of a reduction in the number of Aides in Category 2, the Aide with the least district seniority shall be removed from the category. In the event the Aide so removed has greater district seniority than the least senior Aide in Category 1, the Aide in Category 1 shall be declared "in excess"

and be terminated. The Category 1 terminated position will then be canvassed and filled by a Category 2 Aide. The Category 2 Aide originally removed will thus be employed either in the Category 1 position created by virtue of this section, if selected, or in the Category 2 position, in the place of the Category 2 person selected to fill the position of the Category 1 Aide excessed by virtue of this section.

C. If there is no category in which an excessed Aide may exercise a seniority right as described in paragraph B. above, that Aide will be terminated by the District, and the Aide's name will be placed on a preferred eligible list for a three year period.

D. As vacancies may occur, appointments shall first be made from the preferred eligible list of Aides whose employment was terminated by virtue of the abolition of positions by the District. The Aide with the greatest length of district seniority from among those so terminated will be reemployed first.

9. EVALUATION OF SERVICE

During the month of June, School Aides will receive an evaluation of services from the Building Administrator. Where applicable and appropriate, School Aides will be surveyed as to their intentions to return.

10. TIME CLOCKS

The District may, at its option, require the use of time clocks

for the monitoring of employee attendance and punctuality if such time clocks are used by another employee group.

ARTICLE V

SALARY AND OTHER BENEFITS

1. SALARY

A. Hourly Rate of Pay:

2004-05	-	\$16.91 per hour
2005-06	-	\$17.54 per hour
2006-07	-	\$18.20 per hour
2007-08	-	\$18.88 per hour

The above hourly rates of pay apply for all continuing aides. For newly hired aides, the following rates apply:

2004-05	-	\$15.65 per hour
2005-06	-	\$16.24 per hour
2006-07	-	\$16.85 per hour
2007-08	-	\$17.48 per hour

NOTE: The Teacher Aide assigned to the Special Education Class will receive a differential of thirty-five (35) cents per hour in addition to the regular hourly rate of pay. Aides assigned on a per diem basis to a Special Education Class will also receive said differential.

Computer aides shall receive an annual salary in accordance with the salary schedule set forth at Appendix "A".

B. Longevity

(1) An Aide who has completed ten (10) years of continuous service in the district shall be eligible to receive, annually, in addition to his/her regular pay, \$300 longevity pay, prorated monthly.

(2) Effective September 1, 1989, an Aide who has completed fifteen (15) years of continuous service in the district shall be eligible to receive annually, in addition to his/her regular pay, an additional \$100 longevity pay, to a total of \$400, prorated monthly.

(3) Effective September 1, 1989, an aide who has completed twenty (20) years of continuous service in the District shall be eligible to receive annually, in addition to his/her regular pay, an additional \$100.00 longevity pay, to a total of \$500, prorated monthly.

C. School Aides will have their pay calculated on an annual basis as follows:

Hourly Rate x Daily Number of Hours x Authorized Number of Work Days = Annual Salary.

Ex. #1: \$4.11 x 4 hours per day x 181 days = \$2976.

Ex. #2: \$4.11 x 2 hours per day x 179 days = \$1471.

The Annual Salary will be divided by the number of pay periods between September and June.

2. LEAVE BENEFITS

A. Absence for Personal Illness

(1) Eleven (11) days per year for personal illness for the years 2004-05 and 2005-06. Beginning with the year 2006-07, members shall be entitled to twelve (12) days per year for personal illness.

(2) Members may use two (2) of the annual personal illness days for personal reasons.

(3) A medical doctor's note will be required on the fourth consecutive day of an employee's absence for personal illness.

B. Absence - Day Before and Day After Holidays

(1) In the event an employee is absent on the day before or the day after a holiday, as declared by the Superintendent of Schools, and claims personal illness, the employee shall not be entitled to pay unless the Superintendent of Schools shall approve the absence.

The employee may be required to submit a medical note from a doctor indicating the nature of the illness and a statement that the employee was disabled and could not perform his or her regular assigned duties.

(2) The decision of the Superintendent shall be final and shall not be subject to the provisions of Article VI of this Agreement entitled "Grievance Procedure".

C. Salary Deduction

An appropriate deduction in pay will be made for all unauthorized absences and for absences due to personal illness which exceed the number of days indicated above in paragraph A. (1).

D. Death in Immediate Family or Relations (as defined in Board of Education Policy).

(1) Immediate Family: Maximum of 5 days each death. Immediate Family is defined as spouse and children, employee's mother, father, sister, or brother.

(2) Relations: Maximum of 3 days each death. Relations is defined as grandparents, mother-in-law, father-in-law of the employee.

E. Snow Day - Maximum Allowance -2 days per year. (In the event schools are open to "make-up" for days lost due to snow, no payment will be made to School Aides beyond the initial number of school days as provided in the calendar for pupil attendance adopted yearly by the Board of Education.)

3. HEALTH INSURANCE

Employees of this bargaining unit who are regularly employed may apply for hospitalization coverage currently in effect in the school district. Where insurance coverage has been approved, the District agrees to pay the monthly cost of the health insurance premiums.

Effective July 1, 1986 the District agrees to pay the monthly cost of the health insurance premium for individual and family coverage in the same amount as members of the Teacher and Clerical Bargaining Units.

Effective July 1, 2002, for all unit members who work six (6) or more hours per day as either an aide or a monitor (hours worked to be exclusively within one position or the other, with no combining permitted,) the District agrees to pay 50% of the premium cost of individual health insurance coverage or 35% of the premium cost of family health insurance coverage.

4. RETIREMENT

A. School Aides may, at their option, become members of the New York State Employees' Retirement System.

B. The Board of Education agrees to continue to make the existing District approved 1/50th Non-Contributory Retirement Plan available to all eligible employees of this bargaining unit (Section 75 g. of the New York State Employees' Retirement System).

C. Commencing with the school year 1974-75, employees of this Bargaining Unit shall enjoy the benefits of Section 41-J of the New York State Retirement and Social Security Laws as they relate to accumulated unused sick days. Unused sick leave may be accumulated to a maximum of 165 days for retirement purposes only in connection with the implementation of Section 41-J.

D. An employee who retires from the District in accordance with the rules and regulations of the New York State Employees'

Retirement System shall receive as payment, upon retirement, one (1) day's pay for every three (3) days of unused accumulated sick leave entitlement, to a maximum of one-half (½) year's salary, for all such days in excess of 165 days of unused accumulated sick leave entitlement it being expressly understood that this benefit shall not apply in connection with the first 165 days of unused accumulated sick leave entitlement and further, this benefit shall apply for retirement purposes only.

E. Any aide hired before June 30, 1986 who is not and has never been a member of the NYSERS, and would otherwise be eligible for retirement by virtue of having 15 years or more in the district and being at least 55 years of age, may convert upon resignation from the district for the purpose of retirement, unused sick leave, to a maximum of fifty (50) days, on the basis of one (1) day's pay for every three (3) days of unused sick leave.

F. For the purposes of calculating the number of hours in a "day" when determining the payout for a day's worth of unused sick leave under this paragraph, the District shall average the annual "Daily Number of Hours" (See Article V, 1.C.) for the member's last three years of service in the District. If a member has more than one such value for a given year, the "Daily Number of Hours" shall be the average of such value over pay periods during the year.

5. WORKERS' COMPENSATION

A. Notwithstanding the provisions of existing policy, staff members who during the course of their employment, are injured in the performance of their assigned

duties and who file a workers' compensation claim within 48 hours of such injury, and such injury is deemed covered under the Workers' Compensation Law, shall continue to receive full pay during their required absence as certified by a medical doctor, to a maximum of ten (10) consecutive working days from the first day of such absence. For such medically certified required absence, no charge will be made to the employee's accumulated sick leave entitlement.

B. The required medical certificate relating to workers' compensation claim absences must be filed with the District Payroll Office on the first day of return from such required absence. Failure to provide the required medical certificate as indicated will result in the absence being charged to unused accumulated sick leave entitlement. Where the employee has no remaining unused accumulated sick leave entitlement and has failed to provide the required medical certificate as indicated, an appropriate deduction in salary will be made, which deduction shall be equivalent to one day's pay for each day of such absence in excess of unused accumulated sick leave entitlement.

C. No salary will be paid the employee for required absences which are charged to workers' compensation, commencing with the eleventh (11th) consecutive working day, and for subsequent required absence, as certified by medical doctor's note, which are charged to workers' compensation and which relate to the workers' compensation claim filed. Such absences will not be charged to the employee's accumulated sick leave entitlement.

D. The district may, if such practice is instituted with all other employee groups, alter the existing Workers'

Compensation language in Paragraph A to read: "Delete from "...and who file a Workers' Compensation Claim..."to end of paragraph. Replace with: "Shall be covered under the Workers' Compensation Law." Delete Item 5.B. and C.

6. STRIKE PROTECTION CLAUSE

In the event that schools are closed for children because of a labor dispute between the Board of Education and other bargaining units, employees of this bargaining unit are expected to report for work as usual and shall suffer no loss of employment thereby.

7. WELFARE FUND

The District will contribute to the local #237, Teamsters Plainview-Old Bethpage Central School District Health and Welfare Trust Fund established in accordance with the Agreement and Declaration of Trust dated August 24, 1972, as may be amended: \$1,450 for each of the following years: 2004-05, 2005-06, 2006-07, and 2007-08, for each member of the bargaining unit. The District shall contribute \$70.00 additional per member toward the Welfare Fund for the 2003-04 year."

For employees hired on or after July 1, 1996, who work three hours or less per day, the District will contribute to the Local 237, Teamsters Plainview-Old Bethpage Central School District Health and Welfare Trust Fund established in accordance with the Agreement and Declaration of Trust dated August 24, 1972, as may be amended: \$1,050 for each of the following years: 2004-05, 2005-06, 2006-07, and 2007-08, for

each member of the bargaining unit. The District shall contribute \$70.00 additional per member toward the Welfare Fund for the 2003-04 year.

In the event any employee hired on or after July 1, 1996, working three hours or less per day, desires full welfare benefits, said employee must pay the difference in contribution directly.

8. NEW YORK STATE DISABILITY INSURANCE

The District shall purchase a New York State Disability Insurance policy covering members for the term of this agreement. Members shall contribute the statutory maximum amount toward the payment of premiums, presently \$.60 per week.

ARTICLE VI

GRIEVANCE PROCEDURE

1. DEFINITION OF A GRIEVANCE

A grievance shall mean a complaint by an employee or group of employees in the bargaining unit or by the Union (1) that there has been as to him/her or to them a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, hereinafter referred to as "Contract Grievances" or (2) that he/she or they have been treated unfairly or inequitably by reason of any act or condition which is contrary to written policies of the Board of Education, or (3) that he/she or they

have been inequitably treated contrary to established practice affecting working conditions. However, the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

2. INITIATION OF A GRIEVANCE

Every effort should be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a written complaint stating the facts constituting the grievance and the nature of the grievance by an individual, or group of individuals or the Union claiming that there is for him/her or them a specific grievance as defined above.

3. PROCEDURES IN HANDLING A GRIEVANCE

An individual or group of individuals claiming a grievance may pursue this grievance through as many of the following steps as they wish except that if an appeal is carried to Level 3, there must be Level 4 action and except that contract grievances cannot be carried to Level 4.

(1) Level 1 - a hearing before and determination by the responsible supervisor and/or his/her representative.

(a) The supervisor and/or his/her representative will arrange a hearing within three (3) school days of receipt of written grievance.

(b) The supervisor and/or his/her representative will render a written decision within three (3) school days after the hearing is concluded.

(c) The aggrieved may, within five (5) school days, appeal in writing the decision rendered by the supervisor or his/her representative.

(2) Level 2 - a hearing of and determination by the Superintendent of Schools and/or his/her designated agent.

(a) The Superintendent or his/her designated agent, shall arrange for a hearing within five (5) school days after receipt of an appeal from Level 1.

(b) The Superintendent or his/her designated agent, will render a written decision within five (5) school days after the hearing is concluded.

(c) The aggrieved may, within fifteen (15) school days after receipt of the Superintendent's decision, submit to Final and Binding Arbitration all unresolved "Contract Grievances".

(d) The aggrieved may, within five (5) school days after receipt of the Superintendent's decision, submit to advisory arbitration all unresolved grievances other than "Contract Grievances".

(3) Level 3

(a) "Contract Grievances" submitted to Final and Binding Arbitration shall be submitted to the A.A.A. in accordance with the Rules and Procedures of the A.A.A. for Labor Arbitration and the award of the arbitration shall be Final and Binding. The

award shall be submitted within thirty (30) days after the hearing has concluded to the grievant, Union and the Board of Education.

(b) All grievances other than "Contract Grievances" submitted to advisory arbitration shall be submitted to the A.A.A. in accordance with the Rules and Procedures of the A.A.A. for Labor Arbitration and the award shall be advisory. The award shall be submitted within thirty (30) days after the hearing has concluded, to the grievant, the Union and the Board of Education.

(4) Level 4 - action by the Board of Education - Advisory Arbitration Grievance.

The Board of Education will, within ten (10) school days after receipt of the advisory recommendation, render its decision in writing.

In these hearings, the aggrieved party or parties may appear alone, may be accompanied by any representative they select to assist, or may call upon a representative of the Union to attend with them and assist. The Union shall be advised at each level of the nature of the grievance, time and place of the hearing, and may, if it wishes, be represented at each hearing and submit a statement on its interest in the proceedings.

4. SHARING COSTS OF ARBITRATION

In those instances where a grievance is brought to arbitration, the Board of Education and the aggrieved party shall share the expenses equally.

5. INTENT TO ADHERE TO GUIDELINES
DEVELOPED IN HEARINGS

Both the Board of Education and the Union agree to respect and advise all interested parties to follow the guidelines established in the hearings, and not to continue to create or bring further cases on matters clearly established.

6. IMPLEMENTATION

No claim shall be heard under this procedure unless a written notice of claim setting forth the facts constituting the grievance is served upon the employee's supervisor no later than thirty (30) days after the occurrence of the event or events constituting the grievance.

ARTICLE VII

AGENCY SHOP

1. The District shall notify all employees who are on the payroll as of February 1, 1978, within the titles covered by this Agreement that those employees who are not presently members of the Union shall have the right to join. Such notice shall further inform the employees that those who do not choose to join the Union shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member.

2. No later than the first pay period in March, 1978, such agency shop fee shall be deducted from the salary of employees who are on the payroll as of February 1, 1978, who do not

choose to become members and from the salary of employees whose membership has not yet become effective.

3. Every employee appointed after March 1, 1978, who does not join the Union at the time of appointment or who does not join at date of appointment, but whose membership has not yet become effective, shall have an agency shop fee deducted. If the employee joins the Union, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization takes effect.

4. An employee, who terminates Union membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date as the revocation of authorization of dues deduction takes effect.

5. The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck and shall be in amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District. The Union shall certify to the School District the appropriate amount or rate for the agency shop fee deduction.

6. The Union shall have the exclusive right to the deduction and transmittal of the agency shop fee for employees within the titles covered by this Agreement. The District shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the check off of membership dues.

7. Changes in the amount of an agency shop fee deduction shall be effective at the same times as is the practice with changes in membership dues deductions but no fewer times than the first payroll subsequent to January 1 or July 1 following the date on which notice of such change is furnished. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.
8. Upon receipt by the School District of the notice of change in the amount of the agency shop fee deductions, employees having the agency shop fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.
9. Agency shop fee deductions will be applied to regular pay rolls only.
10. In cases of unearned salaries or wages of employees covered by this Agreement refunded to appropriation accounts, and in cases of salaries or wages of employees covered by this Agreement transferred to unclaimed accounts, necessary adjustments in agency shop fee accounts will be made by recovery from available unpaid Union agency shop fee fund balances and returned to the School District.
11. The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.
12. No assessments of any kind or nature will be collected through the agency shop fee deduction.
13. No arrears of any kind or nature will be collected through

the agency shop fee deduction.

14. The District shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Union agrees to hold the District harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Union.

15. Agency shop fee deductions will be considered last in arithmetical sequence when residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction, and no fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.

16. The Union affirms that Local #237, I.B.T., has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished then this Agreement insofar as it relates to agency shop fee deduction, shall be null and void.

17. In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

ARTICLE VIII

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2004 and shall remain in effect through June 30, 2008.

ARTICLE IX

CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and no substitute provision shall be established except upon consultation between the parties.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE X

204-A TAYLOR LAW

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.

ARTICLE XI - NO STRIKE PLEDGE

The Union and the Board of Education subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

AGREEMENT MADE AND ENTERED INTO

THIS 1st DAY OF July

2004 Between PLAINVIEW-OLD BETHPAGE

CENTRAL SCHOOL DISTRICT, Plainview, New

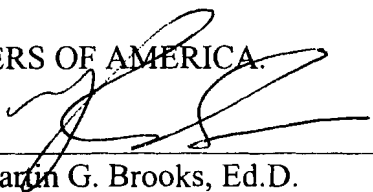
York 11803 and the SCHOOL AIDES, LOCAL

#237, INTERNATIONAL BROTHERHOOD OF


TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND

HELPERS OF AMERICA.


By


Martin G. Brooks, Ed.D.
Superintendent of Schools


By


Carroll Haynes, President, Local 237 I.B.T.

By


Richard Hendershot, Vice President
L.I. Area Director

By


Patrick Passaretti, Deputy Director

11/4/04
Dated

APPENDIX A

STEP	2004-05	2005-06	2006-07	2007-08
1	\$22,659	\$23,509	\$24,390	\$25,305
2	\$23,738	\$24,628	\$25,552	\$26,510
3	\$24,817	\$25,748	\$26,713	\$27,715

