

A G R E E M E N T

BETWEEN

HUNTINGTON UNION FREE SCHOOL DISTRICT

AND

**UNITED PUBLIC SERVICE EMPLOYEES UNION
DISTRICT AIDE UNIT**

2011-2016

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TEACHER AIDE AGREEMENT

2011-2016

ARTICLE I RECOGNITION

The Board of Education recognizes the United Public Service Employees Union, District Aide Unit, as the exclusive representative of all appointed aides, monitors and elementary teaching assistants excluding all substitute aides, monitors and substitute elementary teaching assistants.

ARTICLE II SALARIES

A. The parties agree that the salary for school year 2011-2016 shall be paid pursuant to the following schedule:

Starting (Step 1) salaries shall be set by the Board of Education.

		11/12		12/13		13/14		14/15		15/16	
		7/1 - 1/31/12	2/1 - 6/30/12	7/1 - 1/31/13	2/1 - 6/30/13	7/1 - 1/31/14	2/1 - 6/30/14	7/1 - 1/31/15	2/1 - 6/30/15		
		%	See % Column		See % Column		See % Column		See % Column	1.5%	
Step 1 yr. 1	Monitors	1.10%	\$12.26	\$12.39	\$12.39	\$12.53	\$12.53	\$12.67	\$12.67	\$12.81	\$13.00
	Aides	1.10%	\$12.97	\$13.11	\$13.11	\$13.25	\$13.25	\$13.40	\$13.40	\$13.55	\$13.75
	TA	1.10%	\$14.02	\$14.17	\$14.17	\$14.33	\$14.33	\$14.49	\$14.49	\$14.65	\$14.87
Step 2 yrs. 2,3,4	Monitors	1.10%	\$14.01	\$14.16	\$14.16	\$14.32	\$14.32	\$14.48	\$14.48	\$14.64	\$14.86
	Aides	1.10%	\$14.74	\$14.90	\$14.90	\$15.06	\$15.06	\$15.23	\$15.23	\$15.40	\$15.63
	TA	1.10%	\$15.78	\$15.95	\$15.95	\$16.13	\$16.13	\$16.31	\$16.31	\$16.49	\$16.74
Step 3 yrs. 5,6,7	Monitors	1.10%	\$17.61	\$17.80	\$17.80	\$18.00	\$18.00	\$18.20	\$18.20	\$18.40	\$18.68
	Aides	1.10%	\$18.70	\$18.91	\$18.91	\$19.12	\$19.12	\$19.33	\$19.33	\$19.54	\$19.83
	TA	1.10%	\$19.75	\$19.97	\$19.97	\$20.19	\$20.19	\$20.41	\$20.41	\$20.63	\$20.94
Step 4 yrs. 8,9,10, 11,12	Monitors	1.10%	\$18.60	\$18.80	\$18.80	\$19.01	\$19.01	\$19.22	\$19.22	\$19.43	\$19.72
	Aides	1.10%	\$19.71	\$19.93	\$19.93	\$20.15	\$20.15	\$20.37	\$20.37	\$20.59	\$20.90
	TA	1.10%	\$20.76	\$20.99	\$20.99	\$21.22	\$21.22	\$21.45	\$21.45	\$21.69	\$22.02

Step 5 yrs. 13,14,15,16	Monitors	1.25%	\$19.51	\$19.75	\$19.75	\$20.00	\$20.00	\$20.25	\$20.25	\$20.50	\$20.81
	Aides	1.25%	\$20.64	\$20.90	\$20.90	\$21.16	\$21.16	\$21.42	\$21.42	\$21.69	\$22.02
	TA	1.25%	\$21.70	\$21.97	\$21.97	\$22.24	\$22.24	\$22.52	\$22.52	\$22.80	\$23.14
Step 6 yrs. 17+	Monitors	1.25%	\$21.33	\$21.60	\$21.60	\$21.87	\$21.87	\$22.14	\$22.14	\$22.42	\$22.76
	Aides	1.25%	\$22.58	\$22.86	\$22.86	\$23.15	\$23.15	\$23.44	\$23.44	\$23.73	\$24.09
	TA	1.25%	\$23.63	\$23.93	\$23.93	\$24.23	\$24.23	\$24.53	\$24.53	\$24.84	\$25.21

- B. For purposes of placement on salary step, employees hired prior to February 1 in a school year shall move to Step 2 the September following initial employment. Employees hired after February 1 or thereafter will remain on Step 1 until the September following the first full year of employment.
- C. At the completion of the 10th, 15th, 20th and 25th year of continuous service in the district, each employee in this unit shall receive an increase as follows:

	<u>11/12</u>	<u>12/13</u>	<u>13/14</u>	<u>14/15</u>	<u>15/16</u>
Step 10	\$335	\$335	\$335	\$335	\$335
Step 15	\$721	\$721	\$721	\$721	\$721
Step 20	\$1133	\$1133	\$1133	\$1133	\$1133
Step 25	\$1545	\$1545	\$1545	\$1545	\$1545

Qualification for the Longevity Schedule shall be based on the completion of a full ten months (for ten-month employees) of continuous service in the school district, every year for 10, 15, 20 or 25 years. Salary changes shall commence on the first payroll following the anniversary date of such service.

- D. Any aide retained to work past contractual year or brought in early to prepare for school opening shall be paid at his/her hourly rate for the new school year.
- E. Notwithstanding current practice or any contractual provisions to the contrary, the District shall have the right to change the current payroll period so as to have the first pay day be the second Friday after Labor Day.
- F. Work Year

Employees shall work each day students are in session in the building to which the employee is assigned and the Superintendent's Conference Day prior to the opening of school.

- G. A full work day is six hours. Employees will receive straight time for up to 40 hours per week when extra work hours are approved in advance by the building principal. Employees will be paid at the overtime rate only for those hours worked beyond 40 hours in a week. As to employees who are regularly working 40 hours per week as of June 3, 1997, overtime will be paid after 35 hours per week.

The New York State Employees Retirement System will be notified that for aides and monitors a full work day is six hours.

- H. Employees who work less than 20 hours per week will not be entitled to a lunch period.

Employees hired prior to July 1, 1997 and who work 20 or more hours per week shall normally receive a paid lunch/recess period equivalent to a student lunch/recess period. On days when class periods are shortened, the lunch period may be shortened.

Employees hired on or after July 1, 1997 will not be paid for lunch periods.

- I. All aides and/or monitors will be paid in full for the hours spent on a field trip starting at the time of arrival at the departure site and continuing until the last child has been picked up at the point of return at the end of such trip.

At no time shall an aide and/or monitor be responsible for any fees or admission charges, etc., connected with a field trip. All such fees or charges for admission will be paid for in advance for each aide and/or monitor accompanying a group on a field trip.

- J. Aides/monitors and assistants who participate in school Board-approved overnight field trips in connection with groups for which they are not receiving compensation as advisors, shall be compensated at time and one-half their hourly rate of pay for all hours worked between the hours of 7:00 a.m. and 9:00 p.m. on regularly scheduled work days and double time for all hours worked on Saturday, Sunday and holidays.

Between the overnight hours of 9:00 p.m. and 7:00 a.m., the employees shall be considered as "on-call" status, and shall be compensated only for "active duty." Said hours to be paid at double time for all hours of active duty worked during these overnight hours.

- K. Aides/monitors and assistants who provide services to students known as "home hours" shall be compensated at the rate of \$22.95 per hour. This rate includes any mileage allowance provided in connection with said services and any other expenses incurred related to the performance of "home hours."

- L. Said hourly compensation shall be paid only for those hours required which are not a part of the regular school day.

ARTICLE III
BENEFITS

For school teacher aides and school monitors hired on a regular basis of 20 hours per week or more:

A. Sick Leave

1. After five months of completed and continuous service, an employee in this unit is entitled to one sick day per month commencing with the sixth month. A doctor's note shall be submitted for more than five consecutive days of illness.
2. For those employees in continuous service in the district for two or more years, sick leave may be credited at the rate of ten days per year at the beginning of each school year, effective September 1, 1970, and/or credited on a pro-rata basis.
3. Unused sick leave may be accumulated without limit.
4. An employee with less than five months of service transferring to a position that makes him/her eligible for sick leave as provided above, shall be considered a new employee for this purpose. However, if he/she has been employed for two or more years of continuous service, he/she will be eligible for sick leave to be credited to his/her account at the rate of ten days per year or pro-rated based on date of transfer. If he/she has been employed for five months or more, the employee shall be immediately eligible for benefits under 1-A Sick Leave.
5. Any employee who will be absent due to illness must call in at least one hour prior to the start of his/her shift.

B. Personal Business Days

Three personal business days per year shall be granted with the provision that the employee must state the reason and receive approval in advance of the day off. Said three days per year shall be allowed for the discharge of important family, legal and religious responsibilities that cannot be handled outside of regular work time, or for other personal accident emergencies or emergency home repairs that require immediate attention. Effective July 1, 2015 and thereafter, monitors employed for fewer than 20 hours per week shall be entitled to one personal day annually. Unused personal days shall be cumulated without limit and treated as unused sick leave.

C. Unused Sick Leave

Retiring employees shall be granted the benefits and privileges to the extent provided in section 41J of the New York State Retirement and Social Security Law dealing with

service credit for unused sick leave, including the sick leave granted under Benefits II above.

D. Death in the Immediate Family or of Nearest Relative

A maximum of five days without loss of pay will be allowed for absence due to a death in the immediate family or of nearest relative. Such a leave shall be taken within the seven days following such death.

For the purpose of this provision, immediate family or nearest relative shall be defined as follows: husband, wife, children, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, grandchildren, brother-in-law and sister-in-law, son-in-law, daughter-in-law, and any other members of the household of which the employee is a part.

E. Jury Duty

Employees shall be permitted to have time off with pay when necessary for the purpose of performing jury duty.

F. Health Insurance

1. Empire Plan

Individual – the employer shall pay 85% of the monthly premium. Effective July 7, 2015, new hires shall be required to contribute 20% to the cost of premium for individual coverage.

Family – the employer shall pay 70% of the monthly premium for those employees entitled to such coverage.

Employee contributions for Health Insurance shall be made by payroll deductions. The payments shall be withheld in twenty equal payments throughout the school year inclusive of payments due for the months of July and August.

The District will have the option to continue under Empire Plan or any other plan as long as the benefits are the same.

2. Waiver of Coverage

Effective July 1, 2000, should participation by the unit in any given year drop to 55% or less measured as of October 1st, all employees waiving coverage shall receive \$500 as an annual waiver payment.

3. The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for

dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan (“NYSHIP”).

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2014.

In the event the rule is ultimately declared to be in violation of rights of employees pursuant to the collective bargaining agreement, in the above-referenced litigation or other litigation, or the rule is otherwise repealed, employees who elected not to participate in the district’s health insurance plan (other than through the plan of a spouse) shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB, or the effective date of repeal by NYSHIP. In the event the rule set forth in the NYSHIP Memorandum Number 122r3 is ultimately upheld, this provision shall be deemed amended so as to be consistent with said rule. Unit members remain eligible for the buy back if covered by insurance provided by other than Huntington Union Free School District and from a carrier other than that provided by NYSHIP.

G. Dental Insurance

Employees shall be entitled to participate in the Union’s dental insurance plan via payroll deduction. No contribution shall be required by the District.

H. Life Insurance

The Board of Education will make available to employees in this unit a group term life insurance policy with accidental death and dismemberment benefits in an amount equal to the annual salary of such employee rounded off to the nearest \$500. The Board shall pay 50% of the premium for such insurance.

I. Tax Sheltered Annuity

The Board of Education shall accept applications from interested members of the staff for reduction in or deduction from the contract salaries, the amount of such reductions to be remitted to a tax sheltered program per 403b of the IRS Code.

The Board of Education will authorize an active list of tax sheltered carriers up to a maximum of seven (7). These tax sheltered carriers who, in accordance with the requirements of section 403b of the Internal Revenue Code of 1954 as amended, will be mutually acceptable to both the Board and the association. The Board may require a save-harmless from these companies.

In the event that the association wishes to add additional carriers to the active list, they may do so with the provision that the active list always remains at seven (7) and that the dropped carrier(s) will no longer be eligible to accept any new applications.

Any participating member shall have the right to change, add or delete carriers and change tax sheltered contributions once a calendar year on the following dates:

September 15	(for October 1 pay deduction)
December 15	(for January 1 pay deduction)
March 15	(for April 1 pay deduction)

J. Long-Term Disability

The District shall contribute \$125.00 annually for each employee working 30 hours or more per week toward a long-term disability policy.

ARTICLE IV
BENEFITS FOR ALL EMPLOYEES

A. School Closings

All such employees shall be excused on days when the schools are closed or recessed due to snow or other serious weather conditions. They will make up days if it is required that students make up any of such days lost due to closings.

B. Notification of Employees

All employees will be notified in June of the District's intent to rehire for the following school year.

C. Substitutes

It is understood that it is within the prerogative of the principal of each school that when a 4, 5, 6 or 7 hour aide is absent, an aide working in the same school for fewer hours may be given the longer assignment for that day, and a substitute called to cover his/her shorter assignment. This is not a mandatory procedure and it is understood that the Principal of each school shall have the final say in the matter.

D. Resolution of Problems

An aide has the right to process a concern about terms and conditions of his/her employment through the Principal of the building or someone appointed by him/her to receive such concerns. If a Principal delegates this responsibility, and the employee is not satisfied with the resolution, the Principal shall arrange a meeting with the employee

to discuss the matter. If the concern is not resolved satisfactorily, the employee shall be granted a meeting with the Assistant Superintendent in charge of the Aide program.

E. Postings and Transfers

For all vacancies occurring between October 1 and June 30, the District shall post all vacant positions for at least five business days and notify the President of same. Members of the unit who wish to be considered for transfer to such vacancies should so notify the personnel office in writing. All members who apply will be offered an interview for the position.

For all vacancies occurring between July 1 and October 1, the District will contact by mail (or phone when school is in session) for an interview those unit members who have requested to be considered for transfer or promotion to the type of vacancy available. Member must respond to the District within five business days of the postmark of the mailing (or phone call when school is in session) from the District. Members of the unit who wish to be contacted must notify the personnel office in writing of their request for a transfer or promotion by June 30 of each year. The request must include the summer address of the members. This request will be considered active only until the October 1 following the request.

No application under this clause will be considered unless the applicant meets the minimum Civil Service requirements for the positions. All such transfers or promotions shall be subject to the approval of the administration of the receiving school. All members who interview shall be notified when the position is filled.

Copies of all said postings shall be forwarded to the UPSEU Headquarters Office.

F. Excessing Caused by Building Closing or Staff Reduction

In the event a building is closed, an employee in that building with three or more years service in the District in the title held at the time of the closing, shall have the right to a position in the same title, in another building of the same grade level as the building being closed (elementary, middle, senior high), if such employee's length of service is longer than that of any employee in such other building, subject however to the approval and acceptance of such employee by the Principal of the receiving building. Length of employment in the current title (i.e., High School Monitor) will be determined by date of appointment to that title, and in the event of a common appointment date, by Board resolution date and date of application. Length of service in that particular area only will determine seniority for the purpose of this clause.

G. No Smoking Policy

Smoking by employees is prohibited at all times in all buildings and on the grounds of the Huntington Union Free School District.

H. Flexible Benefits Plan

The Board will participate in a menu type Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

I. Employee Assistance Program

The District shall participate in an Employee Assistance Program (EAP). The total annual cost of which shall not exceed \$16,000 for all employees of the District.

J. Coffee Breaks

Employees working six (6) hours per day or more shall be entitled to two (2) fifteen-minute coffee breaks as scheduled by building administration. Employees working four (4) to six (6) hours per day shall be entitled to one (1) such coffee break per day.

K. Evaluation

There shall be at least one annual evaluation of performance based upon an observation process to be determined by the Superintendent after consultation with the unit.

L. Conference Days

The unit president shall be entitled to two (2) days per year with pay for the purpose of attending union conferences.

M. Protection of Staff

The Board will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an incident to employment, provided loss is not caused by negligence of the claimant. Personal effects do not include automobile and/or other vehicles. The District's liability pursuant to this paragraph shall be limited to a maximum of \$300.00.

N. Assaults Upon Employees

Whenever an employee sustains a personal injury while in the course of his/her employment occasioned by a student assault, said employee is required to report to the school nurse such injury before leaving the building for the day and must be examined at the emergency room of Huntington Hospital or by a private physician before midnight of the day on which the injury occurs. An employee complying with the above provisions shall be entitled to a maximum of thirty (30) work days' leave of absence with pay and without loss of accumulated sick leave entitlement. The length of such leave shall be determined by a physician appointed by the District for such purpose who may require that the employee submit to a physical examination.

- O. The District will maintain a payroll deduction pursuant to a Section 529 program. A maximum of one New York State authorized program shall be selected on behalf of all unit members.

ARTICLE V
GRIEVANCE PROCEDURE

No grievance may be brought pursuant to this Article unless the grievant has filed a written statement of the nature of the grievance with his/her supervisor within sixty (60) days of the event or action which is alleged to constitute the grievance.

Step One

Informal Stage

The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved by this procedure, the employee may proceed to Formal Stage 2.

Step Two

Formal Stage

- a) Within five (5) days after a determination has been made at the first stage an aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for a review and re-determination of his/her grievance.
- b) The Superintendent of Schools or his/her designee shall immediately notify the aggrieved employee and his/her representative and immediate supervisor to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination previously rendered.
- c) If an informal hearing is requested in the written statement of either party pursuant to paragraph b) above, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case of the time and place where such hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within (5) school days of receipt of the written statements pursuant to paragraph b).
- d) The Superintendent of Schools or his/her designee shall render his/her determination within ten (10) school days after the written statements pursuant to paragraph b) have been presented to him/her.

ARTICLE VI
AGENCY FEE

The District shall notify all employees who are currently on the payroll within the time covered by this Agreement that those employees who are not members of the Union shall have deducted from their salaries an Agency Fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

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

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union from employees in the affected titles as currently checked off by the School District and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency shop fee deduction shall be effective at the same time as is the practice with change in membership dues deductions. Request for changes in the rate of dues deduction shall be deemed to be a request for a change in the agency fee.

Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deduction 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.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys fees, and against all liability and losses and damages of any nature

whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.

The Union affirms that it will establish and will maintain a procedure which provides for the refund, to any employee demanding the same, of any part of an agency fee which represents the employee's pro-rate share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred-to organizations, then this Article insofar as it relates to agency fee deduction, shall be null and void.

ARTICLE VII **DUES DEDUCTIONS**

- A. The Board agrees to the deduction of a uniform amount from the salaries of members of the Union for dues for the Union, as said member individually and voluntarily authorizes the Board to deduct and to transmit the monies to United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, New York.
- B. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks for ten-month employees and twenty-four (24) paychecks for twelve-month employees, starting with the first paycheck in September. The Union shall provide the Board with copies of the original signed dues authorization forms of those employees who have voluntarily authorized the Board to deduct dues for the Union and provide the Board with a certification in writing of the rate of its membership dues for the ensuing school year. The Union agrees not to change the deduction rate or the total amount of dues deducted more than once during the course of the school year.
- C. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE VIII **TAYLOR LAW**

IT IS UNDERSTOOD 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.

ARTICLE IX
DURATION

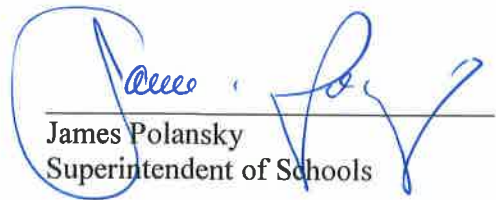
The duration of this contract will be from July 1, 2011 to June 30, 2016.

UNITED PUBLIC SERVICE
EMPLOYEES UNION



Kevin E. Boyle, Jr., President

BOARD OF EDUCATION
HUNTINGTON U.F.S.D.



James Polansky
Superintendent of Schools



Donna Blair, Unit President