

**A G R E E M E N T**

**B E T W E E N**

**HUNTINGTON UNION FREE SCHOOL DISTRICT**

**A N D**

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

**2016-2019**

**TEACHER AIDE AGREEMENT**

**2016-2019**

**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 2016-2019 shall be paid pursuant to the following schedule:

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

		<b>16/17</b>	<b>17/18</b>	<b>18/19</b>
		<b>1.50%</b>	<b>2% + 25 cents for TA's*</b>	<b>2.5% + 25 cents for TA's*</b>
<b>Step 1 Yr. 1</b>	Monitors	\$13.20	\$13.46	\$13.80
	Aides	\$13.96	\$14.24	\$14.60
	TA's	\$15.09	\$15.64	\$16.28
<b>Step 2 Yrs. 2, 3 &amp; 4</b>	Monitors	\$15.08	\$15.38	\$15.76
	Aides	\$15.86	\$16.18	\$16.58
	TA's	\$16.99	\$17.58	\$18.27
<b>Step 3 Yrs. 5, 6 &amp; 7</b>	Monitors	\$18.96	\$19.34	\$19.82
	Aides	\$20.13	\$20.53	\$21.04
	TA's	\$21.25	\$21.93	\$22.73
<b>Step 4 Yrs. 8, 9, 10, 11 &amp; 12</b>	Monitors	\$20.02	\$20.42	\$20.93
	Aides	\$21.21	\$21.63	\$22.17
	TA's	\$22.35	\$23.05	\$23.88
<b>Step 5 Yrs. 13, 14, 15 &amp; 16</b>	Monitors	\$21.00	\$21.42	\$21.96
	Aides	\$22.21	\$22.65	\$23.22
	TA's	\$23.36	\$24.08	\$24.93

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.

All committee proceedings shall be confidential. The committee may request such information as may be required from an individual employee, or from the parties to this agreement.

Subsequent to the first year, if it is necessary to replenish the sick leave bank to 125 days, the difference between the balance remaining at the end of the year and 125 days will be made up equally between the employees covered by the bargaining unit and the School District. However, if the employees' share should be less than one half day each, then the School District will provide for the full amount necessary to replenish the sick leave bank.

**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.

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. Effective 7/1/18, the District's contribution shall be increased to \$150.00 annually.

**K. Class Coverage** – Effective January 1, 2018, teaching assistants covering one or more classes in substitute capacity on a given day shall receive a forty (\$40) dollar stipend for the daily coverage.

**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

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.

## 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

- C. 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.
- D. 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, 2016 to June 30, 2019.

UNITED PUBLIC SERVICE  
EMPLOYEES UNIT

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

  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

  
\_\_\_\_\_  
James Polansky  
Superintendent of Schools

  
\_\_\_\_\_  
Kim Schaefer, Unit President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_