

AGREEMENT

between the

EAST ISLIP UNION FREE SCHOOL DISTRICT

and the

PARAPROFESSIONAL CHAPTER

of the

EAST ISLIP TEACHERS' ASSOCIATION

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July 1, 2020 - June 30, 2024

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ARTICLE I - RECOGNITION

1. In accordance with Section 208 of the Civil Service Law, during the period of this agreement, the Board of Education of the East Islip Public Schools, Town of Islip

hereafter referred to as the "District", recognizes the Paraprofessional Chapter of the East Islip Teachers' Association, hereafter referred to as the "Association", as the exclusive bargaining agent for Unit 5. This unit shall include all permanent, full-time and

part-time personnel having Civil Service titles of Special Education Aide, School Teacher Aide and School Monitor. Excluded shall be temporary and occasional personnel having the afore-mentioned titles and all other district employees.

2. Probationary and temporary employees shall be defined as those employees

2 In the event that any term or provision of the Agreement is contrary to any

provisions of said laws shall prevail in the particular instance. All other provisions of this Agreement shall remain in effect.

The conditions set forth in this Agreement will not be changed in any way by the

- C. Definitions of Aide Categories
- D. Working Conditions
- E. Salary and Fringe Benefits
- F. In-Service Training
- G. Evaluation of Paraprofessionals

2. Both parties agree to adhere to the provisions, procedures, and rules of the Taylor Law during the negotiations process.

3. If requested by either party, a negotiation session will take place at least once every two weeks.

4. Negotiation sessions will be conducted during normal business hours (9 a.m. - 5 p.m.) unless mutually agreed to change these hours.

5. Negotiation sessions will not exceed two hours unless mutually agreed to extend these time limits.

6. Employees who are on the negotiations team will not be excused from assigned job responsibilities, unless the District deems it advisable. In such cases, members of the negotiations team will suffer no loss of pay or benefits for time spent negotiating.

7. Tentative agreements may be reached during the course of negotiations on any issue; however, tentative agreements are not final until agreement is reached on the

0 147 ~~As tentative agreement is reached covering all the areas being negotiated~~

the Agreement will be reduced in writing to contract language and submitted to the Association membership and to the Board of Education for ratification. Within ten (10) calendar days from the date of agreement between the negotiators, or by the second

days shall not be required during regularly scheduled holiday recess periods. A training "day" shall not exceed a length of time which is greater than the member's daily employment assignment.

ARTICLE V - CLASSIFICATION

1. For identification purposes, unit members will be classified into three (3) categories:

A. SCHOOL MONITOR - includes all unit members involved in the supervision of children in areas such as cafeterias, playgrounds, study halls, parking lots, classrooms, bus area, home rooms, and all other areas where formal instruction is

not taking place.

B. SPECIAL EDUCATION AIDE - includes unit members whose primary responsibility is to tend to the personal needs of disabled or handicapped students. Monitorial or other responsibilities may also be assigned to unit members in this category.

C. SCHOOL TEACHER AIDE - includes unit members whose functions include the assisting of teachers in the instructional process, including such tasks as clerical work, bulletin boards and preparation of teaching materials. When involved with children, they will work under the direction of the building administrator or his/her

requested or directed to perform any duties pertaining to a higher job classification

without being paid at the higher classification rate.

ARTICLE VI - SALARY & FRINGE BENEFITS

1. 2020-2021 Salary Schedule

All unit members not on top step will advance one (1) step from the prior year.

<u>Category</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
PL 1	\$40,04	\$42,00	\$43,75	\$45,44	\$47,10

Education
Aide

Monitor	\$18.61	\$20.30	\$20.86	\$21.22	\$21.76
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2023-24 Salary Schedule

All unit members will advance one (1) step from the prior year onto a new salary schedule which shall be as follows:

School Teacher Aide/Special Education Aide	\$19.47	\$20.95	\$21.48	\$21.89	\$22.50
Monitor	\$18.80	\$20.50	\$21.07	\$21.43	\$21.98

Longevity at 10 years: \$0.90 per hour to increase to
\$1.00 per hour effective September 8, 2020

Payroll Schedule

Attendance Procedure

Should a building administrator be concerned with a unit member's attendance record, he/she shall take the following steps:

1. Send a note to the unit member asking for a meeting to discuss the unit member's attendance. The unit member will be advised of his/her right to have a union representative present at that meeting.

2. After a reasonable period of time, if the administrator still feels that the unit member has used sick leave excessively or abused sick leave, the administrator shall cause a meeting to occur between the affected unit member, his/her union representative and the Superintendent of Schools or his/her designee. The

suffers a long term illness or injury. It shall be administered in the following manner:

Unit members must exhaust their accumulated sick leave before being eligible to

receive days from the contingency sick leave bank. Any member of this unit is eligible to draw up to ten (10) days from the bank after having missed eight (8) consecutive

E. Emergency School Closing

In the event that school is closed due to emergency conditions, unit members will be paid for up to three (3) such days per year

F. Insurance

The District shall provide 70% of individual dental insurance. The District shall also pay the minimum contribution toward the premium costs of the District's health insurance plan

G. Welfare Trust Fund

The District will pay into the EITA Welfare Trust Fund the sum of \$960 per

Unit members who choose to accrue sick days shall, upon retirement, receive payment for such days at the rate of half pay for each sick day accrued.

Unit members who have accumulated, as of September of each year, a total of fifteen (15) or more sick days, and who do not use any sick personal or Worker

Thanksgiving Day
Friday after Thanksgiving Day
Martin Luther King, Jr.
Memorial Day

L. Conference Day

Members of the bargaining unit will report to work on the annual

for the number of hours in attendance. They will be assigned to workshops designed

3. Definition of Grievance

A grievance is a complaint by a member, a group of members, or the Association unit based on an alleged violation of the provisions of this contract. Should a grievance

be claimed, there shall be no suspension of work on account of such grievance, but an earnest effort shall be made to settle such differences in the manner described in Paragraph 5.

4. Procedures for Filing a Grievance

5. Time Limit for Grievance

No grievance will be entertained unless filed in the first available stage within fifteen (15) school days after the member of this unit knew or should have known of the act or conditions on which the grievance is based. If a decision at this stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

6. Stages

A. Stage 1 - Informal Discussion

The first stage of the grievance procedure shall be an informal discussion between the party or parties of the grievance and the immediate supervisor. No

grievance shall be entertained at Stage 2 until five (5) school days after the date of the

immediate supervisor may be represented by a representative of his/her choosing. The Superintendent or his/her designee will send a written report of his/her decision to the aggrieved party, and to the immediate supervisor within five (5) school days after the

conclusion of the hearing. If such grievance is not satisfactorily resolved at this stage, the aggrieved party or parties may appeal in writing following the procedures set forth in Paragraph 4 to the Board of Education. Such appeal will be directed to the President of

the Board of Education.

C. Stage 3 - Hearing (Board of Education)

The Board of Education will conduct a special meeting held in executive session within fifteen (15) school days after the date of filing of the Stage 3 appeal. The aggrieved party or parties, along with their representatives, if any, and the immediate supervisor and his/her representative, if any, shall be present at this review. The Board of Education, acting as a legislative body of the East Islip School District, shall make a decision and communicate this decision to the party or parties of the grievance and the immediate supervisor within ten (10) school days of the conclusion of the review.

B. Unit members will have at least five (5) days to apply.

C. The five most senior unit members who are qualified* will be interviewed for the position by the Assistant Superintendent for Personnel or his/her designee. The District will attempt to interview these applicants within seven (7) days of the closing date for applications.

D. The position must be awarded to one (1) of the five (5) unit members interviewed unless the District and President of the unit agree otherwise.

Qualified shall be defined in the following manner:

1. Any unit member employed by the District during the year in which the opening occurs shall be considered qualified for a vacancy or additional hours within his/her category or a lower category.

2. Any unit member who has successfully completed the course(s) offered by the District for the specific job title will be considered qualified. Qualifying course(s) will be offered by the District annually.

3. Training for Paraprofessionals

A course(s)/workshop(s) mutually acceptable to the Superintendent and the President of the unit shall continue to be made available to meet the training

of current and future paraprofessionals. If said course(s)/workshop(s) lead to a

designated Association representative detailing desired qualifications.

6. Personnel desiring to be transferred within the district shall notify the Personnel Office in writing of this request. Whenever a vacancy occurs within the district, personnel on this voluntary transfer list will be notified. This list will be kept for _____

7. Whenever an employee takes a Civil Service Examination for a higher position within the unit, passes said examination and is appointed to the higher position within the district, the employee shall immediately be placed on that salary schedule as of the next pay period in the new position, provided that the date falls within

3. Right of Consultation

The Association shall have reasonable opportunity to discuss with the Superintendent or his/her designee matters of mutual concern and interest. The Association will also be consulted about planned changes in the paraprofessional staff.

4. Right to Post Notices

The Association shall have the right to post notice concerning the activities of the Association on school bulletin boards designated for that purpose by the Building Principal.

One copy of all Board of Education policies pertaining to personnel in this unit shall be forwarded to the individual designated by the Association.

6. Right to Distribute Materials

The Association may, through its Building Representatives or their designees, distribute materials dealing with the proper and legitimate business of the Association through members' mailboxes (if any) and the interschool mail to the extent consistent with the law.

7. Right to Meet with Board of Education

The Association, at its request, shall be given a place on the agenda of regular meetings of the Board of Education for reports and announcements.

8. Right to Negotiations Information

The Superintendent will comply with requests for non-privileged pertinent

proposals and programs for negotiations. Requests for pertinent public records will be made available to the Association.

9. Right of Roster Information

During the month of September of each school year, the Superintendent will provide the Association with a complete listing of members of this unit, their salaries, school assignments, classifications, steps and seniority.

10. Payroll Deductions

A. The Board agrees that dues for the Association will be deducted from payroll at the option of those unit members who have elected to be members of the Association unless otherwise specified in the agreement: EITA Paraprofessional Chapter and its local, state and national affiliates.

B. The members electing payroll deduction shall complete in full a deduction authorization card.

C. The Association shall certify to the Board of Education in writing the current rate of membership dues for the Association. If this rate should change, the Association shall give the Board thirty (30) days written notice prior to the effective date of such change.

D. The Association shall indemnify and save harmless the School District

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 School District for the purpose of complying with any list, notice or assignment furnished under any provision of such

deductions to the individual designated by the Association within ten (10) days following the previous month's payroll deductions.

11. The Board agrees that Teacher Credit Union shares and/or loans may be deducted from payroll at the option of the unit member. Notification to the Business Office for such deductions must be made by June 15th for deductions to begin in September. No new deductions or adjustments in amount deducted may be made prior to the end of the school year. In the case of unit members hired subsequent to July 1, notification of payroll deduction for the Credit Union may be made only during the month

of January, said deductions to begin in February.

ARTICLE X - RIGHTS OF THE PARAPROFESSIONAL

1. Notice of employment

Each member of this unit shall receive notice of his/her tentative continuance of employment, his/her tentative assigned building, and job classification no later than three (3) weeks after the passage of the East Islip School Budget and/or Title projects

4. Right to be Advised of Official Complaints

Each member has the right to be informed of, and to reply to, official complaints made to the Superintendent concerning his/her employment.

5. Legal Assistance

The Board shall provide legal aid under the Education Law if a unit member is sued while acting in the proper discharge of her duties.

6. In-Service Education

A member of the unit who presently meets the District's requirements for the

classification in which he/she is employed will not be required to attend any additional training sessions. Should the requirements for this position be changed by an agency having jurisdiction other than the School District, the employee may be required to secure additional training at her own expense.

7. Use of Personal Vehicles

No member of this unit will be required to use their personal vehicle for "District"

9. Seniority in Layoffs

Layoffs within the Paraprofessional unit will be governed by seniority within the

Aide category affected that is the least senior Aide will be the first to face layoff.

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11. Jury Duty

Members of the unit who are summoned to jury duty shall be excused from their work responsibilities, with pay, for the full time spent on this civic responsibility. Unit members so summoned shall remit to the District the per diem pay received for the jury duty, but shall retain the travel and meal expenses.

12. Right to Representation

administration which is called for the purpose of dealing with a complaint regarding the unit member's job performance, or of disciplining a unit member.

4. The immediate supervisor will hold a personal conference with a member of this unit to inform his/her of the reasons for dismissal when such action is taken.

5. There shall be no discharge except for just cause. Just cause shall include, but not be limited to, insubordination, misconduct, excessive absenteeism, and unsatisfactory performance.

ARTICLE XII - RATIFICATION OF CONTRACT

1. After the negotiators for the School District and the Association have reached agreement, the agreement shall be presented to the Board of Education and to the membership of the Association for ratification as soon as practical, but not later than thirty (30) days from execution of the Memorandum of Agreement.

2. Within ten (10) days after the presentation to the Board and to the membership of the Association, notification of ratification or rejection shall be made a matter of public record. If ratified, a ratification document shall be signed at the end of a copy of this contract by the President of the Board of Education and the President of the Association.

3. If either or both parties fail to ratify the agreement, it shall be the responsibility of the chief negotiator and the negotiating representatives of the Association to resume negotiations immediately in an effort to secure an agreement which will be ratified by


both parties.

ARTICLE XIII - DURATION OF AGREEMENT

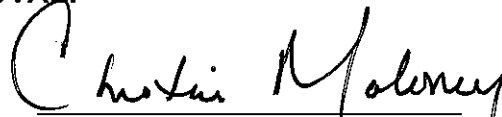
This Agreement will come into effect on July 1, 2020 and continue in effect until

NOTICE


IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.



Christopher Zachry, President
East Islip Board of Education



Christine Moloney, President
East Islip Teachers' Association
Paraprofessional Chapter



John V. Dolan, Superintendent

Date: 10/8, 2021

Date: 10/8, 2021

