

**AGREEMENT**

**between**

**THE PORT JEFFERSON UNION FREE SCHOOL DISTRICT #6**

**and**

**THE UNITED PARAPROFESSIONALS ASSOCIATION OF PORT  
JEFFERSON**

**July 1, 2019 through June 30, 2023**

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## **PREAMBLE**

This Agreement effective retroactively to the first day of July, 2019, by and between the BOARD OF EDUCATION OF THE PORT JEFFERSON UNION FREE SCHOOL DISTRICT NO. 6 (hereinafter called the Board) and the UNITED PARAPROFESSIONALS ASSOCIATION OF PORT JEFFERSON (hereinafter called the Association). Unit members shall hereinafter be called paraprofessionals. Effective July 1, 2019, the language of the Agreement on the items contained therein shall be controlling.

## **ARTICLE I** **RECOGNITION**

The Port Jefferson Board of Education, having determined that the United Paraprofessionals Association of Port Jefferson is supported by a majority of the employees in a unit composed of all Aides, Teaching Assistants, Health Aides and Lifeguards (hereinafter all titles referred to as "paraprofessionals") hereby recognizes The United Paraprofessionals Association of Port Jefferson as the exclusive negotiating agent for the employees in such unit. Said recognition to extend for the maximum period allowed by law. Excluded from said unit are all other District employees.

The Board and the Association agree that they shall not discriminate against any unit member for reasons of age, race, creed, color, national origin, sex, membership in or lack of membership in the Association, or because of any unit member's lawful activities in the Association or for the rights of either party under the Taylor Law.

## **ARTICLE II** **DUES DEDUCTION**

1. The Board agrees to deduct from the salaries of its employees dues for the United Paraprofessionals Association of Port Jefferson as said unit members individually and voluntarily authorize the Board to deduct and to transmit such monies to the Association. Paraprofessional authorization shall be in writing in the form set forth in Appendix "A."

2. The Association will certify to the Board in writing the current rate of membership dues named in Section (1) above. The Association will give the Board thirty (30) days written notice prior to the effective date of any such change.

3. Deductions commence with the fifth pay period after the start of the school year as agreed to by the parties and continue for ten (10) pay periods. Dues shall be deducted in ten (10) equal payments. For those unit members who submit deduction authorization forms after dues have commenced, dues shall be taken out of each of the remaining ten (10) checks in the same amount as is deducted from unit members who have dues deducted over the full ten (10) periods.

4. That except for the ordinary diligence and care in the deduction and transmittal of the monies to the Association, the Association agrees to hold the Board free from all liability in connection with dues deduction with the exception of attorney's fees.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

1. **Purpose**

It is the policy of the Port Jefferson School District and the United Paraprofessionals Association of Port Jefferson that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. **Definition**

a. A “grievance” is an alleged violation of this Agreement or dispute with respect to its meaning or application to the aggrieved party.

b. An “employee” is any person in the unit covered by this Agreement.

c. An “aggrieved party” is the employee who submits a grievance or the Association on contract items of the District wide application.

3. **Submission of Grievances**

a. Before submission of written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a “grievance” is being raised.

b. Each grievance shall be submitted in writing on a form approved by the District and the Employee Unit and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

c. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

d. The aggrieved party may be represented at any formal level of the procedure by a representative of his/her choice.

4. Grievance Procedure

a. Stage 1 – Building Principal

The building principal and/or the Principal's designee shall respond in writing within two calendar weeks after receipt of each grievance. If any aggrieved party is not satisfied with the response of the Building Principal and/or the principal's designee or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within two calendar weeks thereafter to the Superintendent.

b. Stage 2 – Superintendent

The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of his/her position with respect to it no later than two weeks after it is received by him/her.

c. Stage 3 – Advisory Arbitration

In the event the Association is not satisfied with the response of the Superintendent, it may, within two calendar weeks after receiving such response, refer the grievance to arbitration by asking the State PERB to submit a list of proposed arbitrators for selection by the parties.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. Costs for the services of the arbitrator shall be shared equally by the parties.

d. Stage 4 – Board of Education

The Board of Education shall render a final decision within two calendar weeks after the receipt of the arbitrator's award. The decision of the Board of Education shall be final and binding on the parties.

**ARTICLE IV**  
**ASSOCIATION RIGHTS**

1. The Association shall have the right to use the school buildings at reasonable times for meetings. Such meetings will not interfere with normal working hours and requests for such space must be submitted at least two (2) days in advance. Requests for building usage shall be made to the building principal and/or the principal's designee on a form provided by the District.

2. The Association shall have the right to post notices on staff bulletin boards and also to use the mailboxes to communicate with its members in all buildings.

3. The District agrees to duplicate and supply copies of this Agreement without cost to all unit members and an additional ten (10) copies to the United Paraprofessionals Association of Port Jefferson. The District will provide a copy of this Agreement to new hires at the time of hire.

**ARTICLE V**  
**RIGHTS OF UNIT EMPLOYEES**

1. Unit members shall be required to provide substitute service when no other substitutes are available. Student supervision, monitoring and other duties normally performed by unit members will not be construed as substitute service. Unit members with a valid teaching license or certification employed as substitutes shall be compensated at their regular rate of pay plus thirty-five percent (35%) of the daily rate. All other unit members employed as substitutes shall be compensated at their regular rate of pay plus twenty-five percent (25%) of the daily rate.

2. On an annual basis, unit members will be trained in managing disruptive students in accordance with the SAVE law.

**ARTICLE VI**  
**PROMOTIONS AND VACANCIES**

The District will inform all paraprofessionals of vacancies within the unit by means of a notice placed on staff bulletin boards in every school in sufficient time to allow for filing applications prior to the established deadline. It is understood by the parties that there is no obligation on the part of the District to post reclassified positions. That is, if an aide position is reclassified to an assistant's position, the assistant position need not be posted. If a vacancy exists during the summer, an email transmission will be sent by the District to all unit members who have expressed an interest by providing notice to the District in June that they wish to be notified of such vacancies. The email transmission will be done as positions become available between July 1 and August 1. The District shall also send a copy of the email transmission to the President of the Association.

In order to encourage self-improvement and to encourage paraprofessionals to increase their productivity, the Board agrees to give priority consideration to qualified unit members for any unit position which becomes available. The paraprofessional must be certified and qualified for the position. If more than one equally qualified and certified employee applies for an available unit position, the more senior applicant will be given priority consideration.

**ARTICLE VII**  
**FACILITIES**

On request, individuals shall be provided a locker for storage of clothing and personal effects of paraprofessionals.

**ARTICLE VIII**  
**WORK DAY/YEAR**

1. The work year for paraprofessionals shall be the same as the school year for teachers, including superintendent's conference days, shortened sessions, and the first day staff returns in the fall for district and building meetings and preparation for the first day of school.
  
2.
  - (a) The length of the school day for the full-time paraprofessionals at the elementary school shall be six and one-half (6½) hours, excluding lunch.
  
  - (b) The length of the school day for full-time paraprofessionals at the high school and middle school shall be six hours and thirty-five minutes, excluding lunch.
  
  - (c) In the event that the District assigns a unit member after school library duties, the rate of pay for that assignment shall be \$20.00 per hour for each year of the contract.
  
  - (d) Paraprofessionals will have the first choice of before/after school supervision positions in the event that such positions are not filled by teachers in accordance with Article VIIIJ of the collective bargaining agreement between the District and the Port Jefferson Teachers Association. The rate of pay shall be \$20.00 per hour for each year of the contract.
  
3.
  - (a) Any employee at the elementary school who is required by his/her supervisor to work beyond 7 hours per day or 32½ hours per week, shall be compensated at a rate of 1½ times his/her hourly rate of pay. Overtime will first be assigned within a building on a basis of seniority within the job position or classification of work needed by the District. If the District is unable to fill such overtime needs from within the building, the District will assign from within the classification of a District-wide basis. In all cases, overtime will be assigned on the basis of building seniority. In special circumstances and by mutual agreement by the building principal or designee and the Association President or Designee, the seniority requirement can be waived. Lists will be drawn up within two weeks after settlement.
  
  - (b) Any employee at the high school or middle school who is required by his/her supervisor to work beyond 7 hours and five minutes per day or 32 hours and fifty-five minutes per week, shall be compensated at a rate of 1½ times his/her hourly rate of pay. Overtime will first be assigned within a building on a basis of seniority within the job position or classification of work needed by the District. If the District is unable to fill such overtime needs from within the building, the District will assign from within the classification of a District-wide basis. In all cases, overtime will be assigned on the basis of building seniority. In special circumstances and by mutual agreement by the building principal or designee and the Association President or Designee, the seniority requirement can be waived. Lists will be drawn up within two weeks after settlement.
  
  - (c) If a paraprofessional covers an assignment for another paraprofessional during the regular school day, the covering paraprofessional will be reimbursed for any time in excess of

twenty six (26) minutes for that given day at his/her respective overtime rate for that coverage. If more than one paraprofessional is available for coverage for a particular class period, the assignment will be based on seniority of the available paraprofessional.

(d) In the event of an advance notification of an absence requiring coverage, paraprofessionals will be solicited for coverage based upon building seniority by either phone or email. After a reasonable amount of time has passed without a response, the next paraprofessional will be contacted. In the event the District determines that there is an emergency need for coverage of an absence, paraprofessionals will be solicited for coverage based upon building seniority by either phone or email. If the paraprofessional cannot be reached immediately for a response, the next paraprofessional on the list will be contacted. District administration will make reasonable efforts to refrain from making such coverage assignments on a regular basis.

4. Each full-time paraprofessional shall be entitled to a fifteen (15) minute break each morning and again each afternoon. Each full-time paraprofessional shall also be entitled to a thirty (30) minute lunch period each day.

5. Part-time employees shall be entitled to a fifteen (15) minute break if they work four (4) or more hours per day and a twenty (20) minute lunch break if they work five (5) or more hours per day.

6. **Evening Meetings**

Unit members must attend all evening meetings or activities which teachers are required to attend. Any unit member who is asked by an administrator to work beyond the regular workday as a one-on-one aide/assistant or as a bus matron or to attend an evening meeting (other than a faculty meeting) shall be compensated at time and one-half for that time.

7. Any aide or assistant regularly assigned to a special needs student will be given first consideration to work with that student with respect to before or after school activities that the student is attending.

**ARTICLE IX**  
**SIGN IN AND SIGN OUT**

The parties agree upon a sign in and sign out procedure as set forth more fully in the Memorandum of Agreement dated September 1, 2015, attached hereto as Appendix "B".

**ARTICLE X**  
**EVALUATION**

1. All observation of unit members shall be done openly and with the full knowledge of the person being observed, except in unanticipated cases of observed misconduct.

2. The parties will develop the format for an observation form. Any written observation or evaluation of an employee's performance shall be discussed with the unit member within seven

(7) days of the observation. The observation shall be signed by the unit member after the conference and then inserted in the unit member's file. The signature does not indicate concurrence with the observation report.

3. If improvement in performance is needed, the evaluator will indicate such need on the evaluation. Suggestions for improving performance may be made by the evaluator. Upon request, an evaluator will make up to two follow-up observations where improvement of performance has been indicated as needed. Such reports shall indicate improvement made, if any.

#### **ARTICLE XI** **LAYOFF AND RECALL**

1. Aides shall be excessed in inverse order of seniority, *i.e.*, the least senior aide shall be excessed first. Aides who are excessed shall be placed on a recall list for a period of three (3) years. Should recall take place within that time, the last excessed aide will be called first.

2. Teaching Assistants shall be excessed and recalled pursuant to the appropriate provisions of the Education Law.

3. Any excessed aide or assistant who is then recalled by the District shall be placed on the same salary step as he/she was at the time of excessing.

4. Aides and Teaching Assistants shall be notified by August 1<sup>st</sup> if their services are not going to be needed for the following school year.

5. The District will maintain four separate seniority lists and provide same to the President of the Association by the fourth week of school: One of full-time aides, one for part-time aides, one for full-time assistants and one for part-time assistants. When a recall notice is refused by an employee, the name shall be removed from the list.

6. An aide who becomes an assistant through reclassification of his/her position to an assistant and if that assistant position is subsequently abolished or eliminated, the reduced assistant will have bumping rights in his/her former aide category. Time spent in the assistant position will count as seniority in the aide position for bumping purposes. Service in the District must be continuous from one position to the other.

#### **ARTICLE XII** **LEAVE PROVISIONS**

1. Full and part-time unit members who work on a regularly scheduled basis are allowed twelve (12) days sick leave per year (a day is equal to the employee's regularly scheduled number of daily hours) earned at the rate of 1.2 days per month, for reasons of personal illness. Up to three (3) of twelve (12) personal illness days per year may be used, if needed, for illness in the immediate family. The Association is aware of District's right under Section 913 of State Education Law. Unit members shall be informed each year in September of their accumulated sick and personal leave.

2. If the employee does not take advantage of paragraph 3 below, employees will be allowed to accumulate unused sick days up to one hundred twenty-five (125) days. For purpose of sick leave accumulation accrual, unused personal leave days will be added to sick leave accrual to the contractual maximum.

3. Once a unit member accumulates thirty (30) days, he/she may be paid at his/her discretion for his/her unused annual allotment, in place of continued accumulation, as follows:

a. Full-time paraprofessionals [those working thirty-two and one-half (32½) or more hours per week] will be paid sixty-five (\$65) dollars per unused day of sick leave and personal leave.

EXAMPLE: A unit member enters the 2015-2016 school year with an accumulation of thirty (30) days of unused sick and personal leave. For the 2015-2016 school year, the unit member is also allowed his/her twelve (12) days sick leave allotment. By June of 2016, the employee has not used any time. He/she shall be paid \$975 (12 unused sick days + unused personal days x \$65 = \$975). In the event he/she uses three of the available days in any combination, he/she shall be paid for twelve unused sick/personal days or \$780.

b. Part-time paraprofessionals [those who work less than thirty-two and one half (32½) hours per week on a regularly scheduled basis] will be paid forty-five (\$45) dollars for each unused sick day/personal day after he/she accumulates thirty (30) days. Payment shall be according to the same formula as in Section a above.

4. Upon retirement or excessing, paraprofessionals who have not taken advantage of paragraph 3 above shall receive payment for all accumulated sick leave at the rate of sixty-five (\$65) dollars per day for full-time paraprofessionals and forty-five (\$45) dollars per day for part-time paraprofessionals.

5. Employees will receive such payment if requested for annual unused sick/personal days in a separate check within two weeks after the end of the school year in June.

6. Personal Leave: Employees may be granted a total of three (3) days for personal leave during any given school year by the Superintendent, provided that:

a. A written request is submitted at least one (1) day prior to the absence on the school form.

b. Such absences are not contiguous to a school holiday. There shall be no retroactive approvals of personal leave requests, except in cases of emergency.

7. The District shall notify each employee in writing each year in September of his/her accumulated sick and personal leave.

8. In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, brother and sister-in-law, stepchild, niece, nephew, mother-in-law, father-in-law,

relative living with and dependent on the family), or domestic partner, as defined and limited in the New York State Government Employees' Health Act, in effect at the time of execution of this Agreement, the unit member shall, upon submission of bereavement forms to the immediate supervisor and Superintendent of Schools (*See Appendix "C"*), be allowed the number of days absence required up to a maximum of five (5) calendar days without deduction of salary. In cases of death of grandparents, aunt and uncle, the unit member shall be allowed the number of days absence required up to a maximum of three (3) calendar days without deduction of salary. Bereavement days may be granted for the death of a person not included in the definition of immediate family at the discretion of the Superintendent of Schools.

9. **Jury Duty:** A unit member who is required to serve on jury duty shall suffer no loss of pay. A remuneration received by such unit member over and above the unit member's expenses for transportation shall be remitted to the District.

10. **Leaves of Absence:** A leave of absence without pay or increment or advancement in step designation or seniority of up to one (1) year for personal reasons or for child care leave may be granted, subject to the approval of the unit member's immediate supervisor and the Board of Education. The employee will give at least thirty (30) days notice to the District before returning. Paraprofessionals are not entitled to fringe benefits during an unpaid leave of absence except that health insurance coverage will be maintained for an unpaid leave of absence that does not exceed ten (10) consecutive days. For unpaid leaves of absence in excess of ten (10) consecutive days, paraprofessionals will be responsible for payment of 100% of their health benefits.

Paraprofessionals will have their annual sick/personal leave allocation prorated to reflect any unpaid leave, and any declination of health insurance benefits payment will likewise be prorated to reflect any unpaid leave.

### **ARTICLE XIII** **SALARIES**

1. Salary increases for each of the four (4) years of this Agreement shall be:

Effective July 1, 2019: \$1,000 increase over base wages for 2018-19 and \$750 added to new hire starting salary.

Effective July 1, 2020: \$800 increase over base wages for 2019-20 and \$600 added to new hire starting salary.

Effective July 1, 2021: \$800 increase over base wages for 2020-21 and \$600 added to new hire starting salary.

Effective July 1, 2022: \$800 increase over base wages for 2021-22 and \$600 added to new hire starting salary.

There will be an hourly rate of pay equal to an individual paraprofessional's hourly rate of pay for individual student coverages that occur during summer/fall/winter/spring recesses.

2. Entry Level Salary for Teaching Assistants will be \$19,350 for the 2019-20 school year; \$19,950 for the 2020-2021 school year; \$20,550 for the 2021-22 school year; and \$21,150 for the 2022-23 school year.

Entry Level Salary for Aides will be \$15,350 for the 2019-20 school year; \$15,950 for the 2020-21 school year; \$16,550 for the 2021-22 school year; and \$17,150 for the 2022-23 school year.

3. The Lifeguard shall receive an annual \$3,000 stipend in addition to his/her base compensation.

4. Teacher Certification/Bachelor’s Degree: Any unit member who holds a valid New York State Teaching Certificate shall be paid an additional \$1,200 to salary; any unit member who holds a Bachelor’s Degree from a recognized college or university shall be paid an additional \$1,000 to salary. Any unit member who holds an Associate’s Degree from a recognized college or university shall be paid an additional \$500 to salary.

**ARTICLE XIV**  
**FRINGE BENEFITS**

1. a. Paraprofessionals hired prior to July 1, 1989 who work thirty (30) hours or more per week on a regular basis and full-time paraprofessionals hired on or after July 1, 1989 (except for recalled aides and assistants whose initial employment with the District began before July 1, 1989) who work thirty-two and one-half (32 ½) hours or more per week on a regular basis will receive the District’s Health and Dental Life Insurance Benefit with 17% of the premium paid by the employee. Paraprofessionals hired on or after July 1, 2015 shall be required to pay 18% of the premium for such benefit.

b. For life insurance coverage, computation salary will be determined on the basis of the employee’s prior year’s W-2.

2. a. Any person who is currently enrolled or not enrolled but eligible to participate in the medical insurance program offered by the District may waive the right to be covered in consideration for a buyout and relieve the District of any obligation for paying premiums on the person’s behalf. The health insurance buyout shall be capped at the declination rates in effect for the 2015-16 school year which are:

For employees hired before July 1, 2015:

Coverage	Individual	Family
Medical	\$4,105.76	\$9,225.19
Dental	\$322.98	\$887.40
Excess/Vision	\$79.41	\$195.38

For employees hired on or after July 1, 2015 and prior to July 1, 2019:

Coverage	Individual	Family
Medical	\$3,960.85	\$8,899.59
Dental	\$311.58	\$856.08
Excess/Vision	\$76.60	\$188.49

For employees hired on or after July 1, 2019:

Coverage	Declination Capped
Medical	\$3,960.85
Dental	\$311.58
Excess/Vision	\$76.60

Such waivers must be renewed annually upon proper written application submitted no later than June 30. If a person rejoins the medical insurance program during the school year, that person shall receive payment for the non-participating period at a pro-rated amount.

b. Full-time employees hired prior to July 1, 1989, who work thirty (30) hours or more per week and who elect not to participate in the plan, who then re-enroll during the term of this contract in accordance with the procedures, timetables and requirements imposed by the insurance carrier shall be entitled to receive the benefits of the plan at the rate of contribution by the Board of Education applicable to employees hired before July 1, 1989.

c. Any payment due to members of this bargaining unit under this provision shall be made in a separate check payable during the last week in June.

d. It is understood that if the Department of Civil Service NYSHIP should change or modify its rules, or legislation is enacted permitting employees to opt out of the NYSHIP plan under a buyout program, the District will reinstate the buyout program prospectively to rules established by NYSHIP.

3. Employees who work less than thirty (30) hours may join the District insurance plan at their own expense if permitted by the carrier under its rules and requirements.

4. Health Insurance - Retirees

The District shall pay to retirees the same rate of contribution towards the premium of a health insurance plan as was paid to the employee as an active employee on the date of retirement. Once a retiree or his/her spouse reaches the age of 65, he/she must enroll in

Medicare, Part B. The District shall reimburse such person the amount deducted from his/her Social Security benefits to pay for such enrollment.

5. Workers' Compensation for this unit will be in accordance with the District plan required for all employees.

6. Appropriate retirement plan will be made available to unit members in accordance with the rules and regulations governing enrollment.

7. Payroll deduction will be made available for the District tax-sheltered annuity program and for the credit union. Deduction authorizations must be in writing on a form provided by the District.

8. In the event the District requires an aide or assistant to take a course, the cost of the tuition, if any, will be reimbursed when appropriate documentation is submitted. The requirement by the District for an aide or assistant to take a course must be in writing and approved by the Superintendent of Schools.

9. Longevity

Longevity increments shall be given as follows:

\$1,200 at the end of the 5<sup>th</sup> year of employment.

\$1,500 at the end of the 10<sup>th</sup> year of employment.

\$1,300 at the end of the 15<sup>th</sup> year of employment.

\$1,500 at the end of the 20<sup>th</sup> year of employment.

10. Notice of Retirement/Resignation

a. Unit members who intend to retire and/or resign from the District shall provide written notice to the Superintendent by April 1 of the year in which they intend to retire or resign as a condition precedent to receiving sick leave payout pursuant to Article XI(4) of the collective bargaining agreement. The Superintendent, after discussion with the paraprofessionals' Association, may waive the above notification requirement upon written notice of extenuating circumstances.

b. Once the Board accepts the resignation or retirement, it is irrevocable. Upon resignation or retirement, members lose all rights to their accrued seniority should they be rehired.

#### ARTICLE XV PROPERTY LOSS

In the event a unit member suffers personal property loss through no fault of the member while performing his/her duties, the District shall reimburse such unit member for the loss not to exceed one hundred (\$100) dollars per incident. In no event shall the District expend more than a total of three hundred (\$300) dollars per year pursuant to this provision.

**ARTICLE XVI**  
**PARAPROFESSIONAL ATTENDANCE REVIEW**

Should the building administrator or supervisor of a paraprofessional be concerned with a paraprofessional's attendance record, the following steps shall be taken:

1. The direct supervisor will meet with the staff member and informally discuss the nature of the concern with the paraprofessional.
2. After a reasonable period of time, to be determined by the supervisor, if the absentee problem has continued, a formal letter will be sent to the paraprofessional stating the nature of the concern. In addition, the supervisor shall arrange a meeting among the affected paraprofessional, the supervisor and the Superintendent or his designee. The paraprofessional may bring a Union representative to this meeting.
3. The meeting will be held at a mutually convenient time and will be intended to produce a satisfactory resolution of the problem. At the discretion of the Superintendent, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee.
4. If after a reasonable period of time following this meeting, the alleged problem persists, the administrator may cite his/her concerns in a written communiqué, letter of evaluation report to the employee as well as initiate whatever action he/she deems appropriate, consistent, with the terms of the contract and law, in order to correct the alleged problem. The foregoing may include appropriate disciplinary procedures provided by the law, the requirement of a physician's statement to substantiate the appropriate use of sick leave, and the requirement of a statement and/or other documents to substantiate the appropriate use of personal leave.
5. Nothing herein shall prohibit the District from taking action in accordance with law including but not limited to the provisions of Section 75 of the Civil Service Law or Section 3020-a of the Education Law.

**ARTICLE XVII**  
**RELEASE TIME**

Release time, in the form of one singular and unbroken forty (40) minute period per month, shall be provided to the Association President to attend to Union business. The membership chair of the Association or designee will be provided the opportunity to receive one hour of release time to be scheduled by administration in the third week of a month for union orientation of new hires or as the monthly schedule permits.

**ARTICLE XVIII**  
**CPR/AED**

All unit members must possess valid CPR/AED certification. New hires who do not possess these certifications shall be granted six (6) months to obtain the required certifications. The District shall provide the opportunity to receive training in-house no less than two (2) times per school year as follows: The District shall provide CPR/AED training to unit members during the

Superintendent's Conference Day of the school year. If that Superintendent's Conference Day is rescheduled, the District will provide such training at the rescheduled Superintendent's Conference Day. Unit members shall receive their regular contractual rate of pay for attendance at the Superintendent's Conference Day.

In the event that there is another Superintendent's Conference Day, that is scheduled during the second half of the school year in which there are no students that are present district-wide, the District shall provide CPR/AED training to unit members during this day or, should such Superintendent's Conference Day be cancelled, on a rescheduled Superintendent's Conference Day in which there are no students that are present district-wide. Unit members shall receive their regular contractual rate of pay for attendance at the Superintendent's Conference Day.

In the event that the District does not schedule another Superintendent's Conference Day during the second half of the school year in which there are no students that are present district-wide, the District will provide the CPR/AED training to unit members beyond their contractual workday on a date selected by the District for the minimum number of hours necessary based upon CPR/AED certification standards. Unit members shall not receive any additional compensation for their participation in the training.

All CPR/AED certificates must be kept current for continued employment.

#### **ARTICLE XIX** **SAVING CLAUSE**

If any provision of the Agreement shall be found contrary to law then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in effect.

#### **ARTICLE XX** **MISCELLANEOUS**

1. Salaries shall be paid on a bi-weekly basis. At the option of the employee, payment shall be either twenty-one (21) or twenty-six (26) paychecks.
2. Time sheets shall be kept by individual employees but must be approved by the supervisor and turned in at the end of each pay period.
3. This Agreement sets forth the entire Agreement between the parties and the same shall not be changed, altered or modified except by written instrument by both parties.
4. Pursuant to the provisions of subdivision 3 (b) of Section 207 of the Civil Service Law, the Association hereby 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.

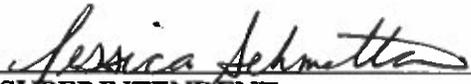
5. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXI**  
**LIPA REOPENER**

1. With the power plant owned by National Grid in Port Jefferson Harbor and other assessable property related to any provisions production and/or transmission of electrical power located within the geographical boundaries of Port Jefferson Union Free School District being reduced by 50% in assessment throughout the term of the nine (9) year LIPA settlement, any agreed upon increase set forth in this Agreement shall be the subject of reopened negotiations at the election of either the District or the Association during the term of this Agreement. After the passage of four (4) weeks, if the parties are unable to agree upon the modification of the salary increase, either party may submit the issue expedited arbitration before Jay Siegel, Esq., whose decision shall be final and binding. The fees payable to the arbitrator shall be shared jointly by the District and the Association.

**ARTICLE XXII**  
**DURATION**

This Agreement shall be effective for the period from July 1, 2019, through June 30, 2023.

  
\_\_\_\_\_  
SUPERINTENDENT  
PORT JEFFERSON UNION FREE  
SCHOOL DISTRICT NO. 6

  
\_\_\_\_\_  
UNITED PARAPROFESSIONALS  
ASSOCIATION OF PORT JEFFERSON

  
\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

Dated: 12/13/19

**APPENDIX A**

**PAYROLL DEDUCTION AUTHORIZATION**

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Last Name: \_\_\_\_\_ F: \_\_\_\_\_ M: \_\_\_\_\_  
District Name: \_\_\_\_\_  
Union: \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purpose. This authorization remains in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing between September 1 and September 15 of any given year.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

## **APPENDIX B**

### **AGREEMENT**

AGREEMENT made this 1<sup>st</sup> day of September, 2015, by and between the Port Jefferson Union Free School District (hereinafter referred to as the "District") and the United Paraprofessionals Association of Port Jefferson (hereinafter referred to as the "Association").

WHEREAS, the Association and the District ratified a certain Memorandum of Agreement for the 2015-2019 Collective Bargaining Agreement on September 1, 2015; and

WHEREAS, the District wishes to implement a District-wide electronic identification card system requiring all employees to sign in and sign out of District school buildings; and

WHEREAS, the Association and the District agreed by the September 1, 2015 Memorandum of Agreement to mutually agree upon a sign in and out procedure which would require all unit members to sign in when reporting to work and sign out when leaving the work place; and

WHEREAS, as part of the collective bargaining process, the District will endeavor to reach agreements with the other bargaining units in the District for a sign in and out procedure; and

WHEREAS, the parties have met, discussed and have agreed upon the following procedure to be implemented as soon as practical.

NOW, THEREFORE IT IS AGREED as follows:

1. The District shall install electronic identification card readers in its school buildings in locations that it deems safe, accessible and physically appropriate for employee use. The District shall consult with the Association in identifying the location of the original identification card readers and the placement of any additional scanners. The District shall

supply each unit member with his/her own Identification Card which is compatible with the system selected by the District.

2. Unit members shall swipe their card upon entering and upon exiting the school building. In addition to daily arrival and departures, ID swiping by unit members is required each time that a unit member enters or exits the building for any reason. This includes but is not limited to leaving for conferences, meetings, lunch, or for any personal reason requiring the unit member to exit or enter the building both during the workday and outside of the workday.

3. Unit members shall never swipe with another employee's card or allow another employee to swipe with his/her ID card. An employee's card should be safeguarded from students and other third parties and should never be left unattended. If an employee forgets to swipe in or out, he/she must promptly notify his/her supervisor.

4. Any data collected by the District from the electronic readers, shall only be used and/or accessed, for auditing purposes (i.e., the processing of payroll, fringe benefits and retirement allowances) and for security purposes, and shall remain confidential. Such data shall not be used to monitor time and attendance of unit members; nor to be used in a disciplinary proceeding against a member.

5. If at any time the system is not working properly, no other system will be used in its place.

6. Even though the terms of this Agreement shall not be incorporated into the CBA, it is agreed that the mechanism to enforce the terms of this Agreement is the grievance procedure set forth in the applicable Collective Bargaining Agreement between the parties.

7. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements,

proposals, understandings, representations, conditions or covenants between the parties relating the subject matter of the Agreement.

8. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

The United Paraprofessionals  
Association

*Louise J. Cullin*  
*Antonia James*

*Gynne L. Seefeld*  
*Debra Hartmann*  
*Constanta J. Bynes*

Port Jefferson Union Free School District

*K. R. Bossert, Esq.*  
Dr. Kenneth Bossert  
Superintendent of Schools  
*Sen. J. F. [Signature]*

**APPENDIX C**

PORT JEFFERSON SCHOOL DISTRICT  
SCRAGGY HILL ROAD  
PORT JEFFERSON, NY 11777

Date \_\_\_\_\_

TO:

RE: REQUEST TO BE EXCUSED FROM DUTIES FOR BEREAVEMENT

I hereby request to be excused from my duties on \_\_\_\_\_ for \_\_\_\_\_  
Bereavement days.

Relationship: \_\_\_\_\_

Bargaining Unit: \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_  
Print Name

APPROVED \_\_\_\_\_  
Building Administrator

\_\_\_\_\_  
Superintendent of Schools