

**The Board of Education
of the
William Floyd School District**

And

**District #32
United Paraprofessional and
Teaching Assistant Association,
NYSUT and its national affiliates,
Local 3848**

July 1, 2017 June 30, 2021

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*Employment Agreement
between
The Board of Education
of the
William Floyd School District
and
District #32
United Paraprofessional and Teaching Assistant Association,
NYSUT and its national affiliates
Local 3848*

July 1, 2017..... June 30, 2021

ARTICLE I - RECOGNITION CLAUSE

The Board of Education of the William Floyd School District hereinafter referred to as “the District” recognizes the District #32 United Paraprofessional and Teaching Assistant Association, NYSUT and its national affiliates, Local 3848 hereinafter referred to as “the Association”, as the bargaining agent for all full time Paraprofessionals, including all full-time School Health Aides, School Teacher Aides, School Monitors, and School Administrative Aides, and all Teaching Assistants, for the purpose of negotiating wages, hours and conditions of work and participating in the administration of grievances and excluding all others.

ARTICLE II - ASSOCIATION RIGHTS & PROCEDURES

- A. **Agency Shop** – The District agrees to maintain an agency shop.

The Association agrees to establish all processes and procedures that are required by state law.

The Association shall indemnify and save the District 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 District for the purpose of complying with any of the provisions of this Article.

The Association shall supply the District with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

- B. **Dues Deduction** – The District shall be authorized to deduct Association membership dues from the salaries of the employees covered by this Agreement in accordance with authorized cards signed by such employees.
- C. **VOTE-COPE Deduction** –The District shall provide unit members the option of utilizing payroll deductions for the purpose of contributing to VOTE-COPE. Signed deduction forms for this purpose must be submitted annually prior to October 1st. The District shall, following each pay period from which VOTE-COPE deductions are made, remit deductions to the Association. This remission

shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or any other form of liability that shall arise out of or by reason of action taken or not taken by the District for purpose of complying with any provision of this Article.

- D. **AFLAC Deductions** – A unit member, at his/her sole discretion, may permit the District to make automatic deductions from his/her wages for the cost of supplemental insurance (AFLAC) premiums provided he/she submits a written request to the Assistant Superintendent of Human Resources, granting the District authorization to make such deductions. Once such request is formally made, the District shall remit such deductions to the appropriate insurance carrier until the employee submits a formal request in writing to the Assistant Superintendent of Human Resources to cease such deductions.

- E. **Use of Facilities** – The Association shall have the right to use school buildings without cost at reasonable times for meetings. The Association shall follow the standard procedure when requesting the use of school buildings.

Bulletin boards shall be provided in each building; however, priority shall be given to school needs. The District shall provide one (1) mailbox for the Association in each school, as well as the use of District courier services.

- F. **Union Release Time** -- At the discretion of the Superintendent or his/her designee, the President and Executive Board Members of the Association may be granted release time to conduct Association business.

- G. **Annual Notice of Unit Member Information** --

The District shall provide the President of the Association annually no later than October 1 with the following information with regard to members of the unit: name, job title, building assigned, rate of pay and date of appointment.

- H. **Lunch Rooms** – The District shall provide members of the unit with an area in which to eat lunch in those school buildings that do not have dedicated staff cafeterias.

- I. **Weingarten Rights** – An employee will be given written notice of the right to be accompanied by a union representative when summoned by an administrator/supervisor to a meeting which may lead to disciplinary action against the employee.

If a conference between an employee and an administrator develops into a meeting that could potentially lead to disciplinary action against the employee, the meeting may be adjourned at the employee's or administrator's request, until the requirements of the preceding paragraph are satisfied.

ARTICLE III - CONDITIONS OF EMPLOYMENT

It is the intent of the District to utilize Teaching Assistants and Paraprofessional assistance in areas deemed necessary by the District Office, building and program administration. As such, the District retains the right to adjust the assignment of Paraprofessionals and Teaching Assistants to meet the needs of the District as long as there is no change in building or daily work hours.

Qualifications, evaluation ratings, attendance and seniority shall be determining factors in considering new positions and transfers.

- A. **Work Schedule** – The regular work year for Paraprofessionals and Teaching Assistants shall be the teacher calendar including Superintendent conference days. Unit members shall receive one (1) full day's pay to attend Teacher Orientation for training and/or preparation for their work assignments for the opening of school, prior to the beginning of each school year. Employees shall be paid according to the number of hours the employee regularly works on days of early dismissals and delayed openings.

Notwithstanding the above, unit members shall only work a half (1/2) day on each of the last two (2) school days of each school year that students are in session. On the last two (2) school days of each school year that students are in session, unit members shall only be paid for time actually worked up to a maximum of one-half (1/2) day's pay. Effective July 1, 2017, unit members who may be required to work more than a half (1/2) day during one or both of the designated half (1/2) days at the end of the school year due to a student driven reason (*e.g.*, their student is required to stay for testing, student dismissal), shall be paid for all time worked.

- B. **Hours** – Each employee shall be given as many hours per day as possible. As additional hours become available, the parties agree that those additional hours shall be assigned to current employees when the employee is qualified and where scheduling needs can be accommodated.

Effective July 1, 2017, at the beginning of each school year, the High School and the Middle Schools shall seek input from unit members about the days of the week and times that unit members will be available to work additional hours after school. Each building shall endeavor to use such list when making requests for unit members to work additional hours after school. Failure to use such list shall be non-grievable pursuant to the parties' grievance procedure.

- C. **Vacancies** – During the school year, the District shall post all newly created positions or vacant positions within the bargaining unit on a bulletin board in each school for at least five (5) working days. Should the newly created position or vacancy within the bargaining unit occur during the summer, the position shall be posted in the District Office and the President of the Association shall be notified of such opening at least seven (7) calendar days before the position is filled. The District shall provide notification(s) of any newly created position or vacant position to each unit member by electronic mail (as long as the unit member is

given access to a District email address) and shall no longer be required to physically post such notifications.

Present employees shall be given first consideration in filling vacancies. Applicants for vacancies must be fully qualified for the position for which they are applying. Seniority, attendance and work record shall be considered when evaluating applicants. The District shall establish reasonable qualifications for all vacancies.

Where practicable, assignments or reassignments to "One on One" Teaching Assistant positions shall be on a voluntary basis. Those employees hired as "One on One" Teaching Assistants shall sign the District's "Stipulation of Agreement" applicable to "One on One" Teaching Assistants. Training for the "One on One" Teaching Assistants, plus any State mandated professional development required of Teaching Assistants shall be provided by the District at no expense to the member, and without additional compensation, in such manner and at such time and place as the District shall determine. If the District requires attendance at training outside of the regular work day, the District shall compensate such employees at the applicable hourly rate. All newly hired (new to the District) unit members who are assigned to "One on One" Teaching Assistant positions shall be required to complete the form attached hereto as Addendum 4 prior to commencing work in such positions.

D. **Transfers**

1. **Voluntary** –The District shall provide notifications (as long as the unit member is given access to a District email address) of any vacancy to each unit member by electronic mail and shall no longer be required to physically post such notices.

Paraprofessionals and Teaching Assistants who desire to change their assignment, or to transfer to another building, may apply for any posted vacant position. Seniority shall be considered a factor in all voluntary transfers.

2. **Involuntary** – Notice of an involuntary transfer made during the school year shall be given in writing to the employee where possible at least ten (10) days prior to the transfer. Written notice of involuntary transfers made during the summer shall be mailed to the member, where possible, at least ten (10) days prior to the start of the new school year.

If requested by the employee in writing or by email, an involuntary transfer will be made only after a meeting between the employee involved and the Superintendent or his/her designee, or the appropriate supervisor, at which time the employee will be notified of the reason(s). Where possible, an involuntary transfer shall not result in a loss of hours.

Seniority shall be considered a factor in all involuntary transfers.

An employee affected by an involuntary transfer should be given consideration in applying for a vacant position formerly held by the employee.

- E. **Layoffs** – The District will first attempt to achieve reduction in force by attrition. Employees will be asked to indicate whether they plan to return for the next school year.

The layoff and recall of Teaching Assistants shall be in accordance with New York State Education Law.

New employees shall not be hired while there are qualified employees on the recall list for available openings.

- F. **Staff Meetings** - The District may require unit members to attend staff meetings lasting no more than one (1) hour prior to the beginning of or after the scheduled student school day, up to a maximum of four (4) hours per school year. A minimum of two (2) weeks' notice of scheduled staff meetings shall be provided, unless extenuating circumstances arise. Unit members shall be paid for their time attending the staff meetings.

ARTICLE IV - OBSERVATIONS AND EVALUATIONS

- A. It is the prime purpose of evaluations to determine the ability of the employee to perform his/her duties and responsibilities and the effectiveness of the employee's services. Evaluations shall reflect the overall performance of an employee while in the employment of the District and further reflect the overall conduct of the employee while on duty.

Criticisms noted in evaluations shall, in the first instance, be for the purpose of advising the employee of strengths and weaknesses, but ultimately to determine the employee's status in the District.

This shall confirm the parties' understanding reached during negotiations regarding the automatic "needs improvement" rating in attendance for those members of the unit who have had more than five (5) absences.

In those cases when a member of the unit believes there are extenuating circumstances related to attendance based on the nature of the absence, such member may discuss the circumstances with his/her immediate supervisor and the immediate supervisor may at his/her sole, nongrievable discretion change such rating. In the event the issue is not resolved by the immediate supervisor to the satisfaction of the unit member, the unit member may discuss the issue with the Assistant Superintendent for Human Resources, or his/her designee, who may at his/her sole, nongrievable discretion change such rating.

- B. The parties may jointly develop an observation or new evaluation form which shall be subject to the Superintendent's approval. A committee composed of an

equal number of representatives from the District and the Association shall be formed to develop the guidelines and goals for observations and evaluations. However, this committee may only make recommendations to the Superintendent or his/her designee who, after considering these recommendations, will establish the guidelines and goals for observations and evaluations. Once the guidelines have been established, they shall be written into District policy and referred to by policy number in this contract.

- C. Evaluations are to be signed by an administrative supervisor and a copy of the evaluation is to be supplied to the employee by such supervisor. Evaluations shall be signed by the employee. The employee may respond to the evaluation within ten (10) school days of receipt. The form attached as Addendum 3 shall be used for evaluations.

ARTICLE V - PERSONNEL FILE

The contents of individual personnel files shall not be available to the public unless required by law.

After providing at least three (3) working days' notice, upon request, and in the presence of an administrator or his/her designated representative, each individual shall have access to his/her personnel file, excluding confidential material such as recommendations or evaluations written before the employee was hired. Such examinations shall take place in the District Office during regular office hours.

The individual shall be permitted to copy non-confidential documents in his/her file at the District Office. The individual shall be entitled to be accompanied by a representative of the Association when examining said file.

With the exception of confidential and pre-employment material, no material may be entered into a unit members' file without sending a copy to the individual. The individual shall sign a statement to verify that the material has been shown to him/her prior to its inclusion in the personnel file.

ARTICLE VI – HOLIDAYS, LEAVES AND LONG TERM DISABILITY INSURANCE

A. Personal Leave/Sick Days –

Each employee shall be eligible for eight (8) paid personal leave/sick days per school year which shall be earned at the rate of 0.8 personal leave/sick days per month of actual service. Three (3) of such days shall be advanced to each employee in September and one-half (½) day shall be credited for each month of actual service during the school year. Upon completion of three (3) years of service, two (2) additional personal leave/sick days shall be credited, whereupon five (5) personal leave/sick days shall be advanced to each employee in September and one-half (½) day shall be credited for each month of actual service.

Annually on June 1st, unit members shall be advanced and permitted to use the one (1) sick day that will be fully accrued on June 30th. If a unit member uses the

one (1) sick day and fails to complete the full month of June for any reason, the cost of such sick day shall be deducted from the employee's paycheck, or, if such paycheck is insufficient to cover the cost, the employee shall pay back the balance to the District.

Personal leave/sick days may be utilized in increments of no less than one-half (1/2) hour. For the purposes of the administration of this Article VI(A), one (1) "day" shall be defined as the equivalent of the number of hours each individual unit member is regularly scheduled to work.

Unused personal leave/sick days shall be accumulated to the following year. All accumulated time shall be paid to the employee upon separation from employment at their current rate of pay. Such payment shall be made as a non-elective employer contribution into the employee's Section 403(b) plan.

Unit members who are employed by the District to work during the summer school session shall be provided with one (1) additional sick day, provided that the unit member completes the entire summer school session. The one additional sick "day" provided to unit members who work summer school shall be equivalent to the number of hours the unit member is regularly scheduled to work during summer school. If a unit member uses the one (1) additional sick day and fails to complete the full summer school session for any reason, the cost of such sick day shall be deducted from the employee's pay check, or, if such paycheck is insufficient to cover the cost, the employee shall pay back the balance to the District. This one (1) additional sick day is provided strictly for use during the summer school session and is not eligible to be accrued, accumulated or used during the regular school year or for payout upon separation. The use of this one (1) sick day during the summer school session shall not impact a unit member's ability and/or eligibility to receive the attendance bonus during the regular school year.

If an employee separates from employment for any reason, any personal leave/sick days advanced beyond the amount earned will be deducted from the employee's last check, or, if such final paycheck is insufficient to cover the cost, the employee shall pay back the balance to the District.

B. Use of Personal Leave

Applications for personal leave, except for extraordinary circumstances, shall be made in writing at least twenty-four (24) hours in advance of such leave. Personal leave may be utilized in increments of no less than one-half (1/2) hour. Personal days may be used for the following reasons:

1. Consultation with lawyers including court appearances
2. House Closing
3. Important educational ceremonies
4. Marriage in the immediate family
5. Moving own family

6. Instances beyond the control of persons involved
7. Religious holidays or ceremonies

Personal days will not be allowed for:

1. Recreation
2. Substitution for sick or vacation days
3. Shopping
4. Travel; trips; transportation

C. **Long Term Disability Insurance**

The District shall provide long term disability insurance for members of the unit as set forth below. One hundred (100%) percent of the premium cost of such disability insurance shall be deducted from the unit member's salary.

1. No Pre-existing Condition:
 - a. Should a unit member experience a serious illness/disability requiring a long term absence, the following shall apply:
 - i) For illnesses or injuries that are not job related, the District shall require the unit member to expend his/her accumulated personal leave/sick days during the disability plan's ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payments from the plan.
 - ii) For illnesses or injuries that are job related (medical documentation and review required), the District shall not require the unit member to utilize his/her accumulated personal leave/sick days during the disability plan's ninety (90) calendar day waiting period. The District shall pay the unit member his/her regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payments from the plan.
2. Pre-existing Conditions:
 - a. Definition – A pre-existing condition shall be defined as a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or

medicines in the three (3) months prior to the effective date of coverage. The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition.

b. Should the unit member experience an injury or illness that would usually qualify for Long Term Disability coverage but due to a pre-existing condition does not qualify for such coverage, the following shall occur:

- i) For illnesses or injuries that are not job related, the unit member shall utilize all of his/her accumulated personal leave/sick days. Upon exhaustion of such personal leave/sick days, and upon presentation of acceptable medical documentation, the unit member shall thereafter be provided full pay (which shall be defined as one hundred (100%) percent of annual salary at the time the period of absence due to disability commenced) and benefits for a period not to exceed one (1) year from the date the period of absence due to disability commenced.
- ii) For illnesses or injuries that are job related, the unit member shall file a workers compensation claim. Illness or injuries that are determined to be job related (medical documentation and review required) shall not require the unit member to utilize accumulated personal leave/sick days for the first ninety (90) calendar days of his/her disability. The District shall pay the unit member's full salary for the ninety (90) calendar day period. Should the disability continue beyond the initial ninety (90) calendar day period, the unit member shall begin to utilize his/her accumulated personal leave/sick days. Upon notification of the financial settlement or payments made to the District based on the worker's compensation claim, the District shall return personal leave/sick days back to the unit member's personal leave/sick day bank at the percentage calculated by the formula established by the District. If the unit member is still unable to return to work due to his/her disability after all accumulated personal leave/sick days have been exhausted, the unit member may apply for a leave with pay and benefits for a period not to exceed one (1) year from the date the period of absence due to disability commenced.

- D. **Holidays** –Each Paraprofessional and Teaching Assistant shall be paid one (1) week's salary for the December recess. Effective July 1, 2017, new hires must be employed from September 25th up until the beginning of the December recess in order to be eligible to receive this payment.

Notwithstanding the above, any unit member, regardless of hire date, who is on a continuous unpaid leave from the beginning of the school year through the beginning of the December recess shall not be eligible to receive the one (1) week's pay for the December recess. In addition, any unit member, regardless of hire date, who separates from the District for any reason prior to the beginning of the December recess, shall not be eligible to receive this payment

The District shall endeavor to pay qualifying unit members for the one (1) weeks holiday pay during the December recess, but it shall make such payment by no later than the first pay period following the December recess.

In addition, Memorial Day shall be a paid holiday. The first, second, and third days of spring recess that school is not in session shall be paid holidays.

In addition to receiving holiday pay for the first three (3) days of spring recess as set forth above, effective during the term of this Agreement, unit members shall also be paid for the fourth day of spring recess that school is not in session. If the parties have not affirmatively reached an agreement to extend this provision past the 2020-2021 school year, this provision shall sunset at the expiration of the Agreement and the benefit shall not be extended beyond June 30, 2021 pursuant to Triborough.

- E. **Bereavement Leave** – Up to five (5) school days within seven (7) consecutive calendar days shall be granted with pay following the death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, sibling or other member of the immediate household.

Up to three (3) school days within five (5) consecutive calendar days shall be granted with pay following the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew.

The preceding list of relatives is intended to refer only to the deaths of an employee's personal relatives. Bereavement leave does not apply to the deaths of the relatives of the employee's spouse.

When there are reasonable grounds to believe that bereavement leave is being abused, the District may require an employee to complete a Bereavement Leave Form (see Addendum 5) provided by the District certifying the name of the deceased, the date the death occurred and the relationship of the deceased to the employee.

- F. **Jury Duty** – Unit members shall receive their full salary or a minimum of forty (\$40) dollars, whichever is greater, for all days in which jury duty/grand jury duty

takes place on a regularly scheduled workday. Unit members shall remit to the District any monies received for jury duty/grand jury duty, exclusive of mileage allowance, for every day in which jury duty/grand jury duty takes place on a regularly scheduled work day.

- G. **Leave Requests** - Members of the unit shall utilize the form attached as Addendum 6 for all leave requests.

H. **Breast/Prostate Cancer Screening**

Any leave taken by a member of the unit pursuant to Section 159-b and/or 159-c of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (e.g., sick leave, personal leave, vacation). Employees shall use reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to either Section 159-b or 159-c of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave using the form attached as Addendum 7. Upon their return to work, the employee shall provide the District with a completed verification form verifying the date and time of their screening and that they received screening for breast and/or prostate cancer. Failure to do so shall result in such leave being unpaid.

Use of the Breast/Prostate Cancer leave as set forth above, shall not disqualify a unit member from being eligible to receive the Attendance Bonus set forth in Article VII.

I. **FMLA Leave**

As required by District policy, if the reason for any leave provided pursuant to any provision of this Agreement also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any such leave provided herein. During any period of the leave that qualifies for coverage under the FMLA, the employee shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

J. **Child Care Leave**

Eligible unit members shall be entitled to take up to one (1) continuous school year of unpaid leave to care for a child or children provided that the unit member has complied with the following:

1. Child Care leave provided under this Section shall only be provided to full-time unit members. For purposes of this Section only, unit members shall be considered "full-time" employees if they are regularly scheduled to work at least six (6) hours per day.

2. Eligible unit members must provide the District with a minimum of thirty (30) calendar days' written notice of their intention to take such leave. However, if the child care leave is to commence at the beginning of a school year, eligible unit members must submit their written notice to the District by April 1st of the preceding school year.
3. Eligible unit members must provide written notice of their intent to return from child care leave and are only permitted to return from such leave at the beginning of a semester. If a unit member intends to return at the beginning of the first Semester (*e.g.*, September 1st) his/her written notice must be submitted to the District by no later than April 1st of the preceding school year. If a unit member intends to return at the beginning of the second Semester (*e.g.*, February 1st), his/her written notice must be submitted to the District by no later than the preceding November 1st.
4. Unit members requesting child care leave are encouraged to take such leave so as to be the least disruptive to the educational process and also to best secure their personal needs.

The Board may, in its sole non-grievable discretion, grant up to one (1) additional consecutive year of child care leave.

ARTICLE VII - ATTENDANCE BONUS

Paraprofessionals and Teaching Assistants who have used zero (0) personal leave/sick days during a school year, shall receive an attendance bonus of five hundred dollars (\$500) paid in the first paycheck in July for the prior year's perfect attendance. Effective July 1, 2017 (to be paid for the first time in July of 2018), should at least thirty-five (35) unit members use zero (0) personal leave/sick days in a school year, the attendance bonus for using zero (0) personal leave/sick days shall be increased to one thousand (\$1,000) dollars. If fewer than thirty-five (35) unit members reach this attendance goal in a given school year, then the attendance bonus for using zero (0) personal leave/sick days shall remain five hundred (\$500) dollars.

Paraprofessionals and Teaching Assistants who have used one (1) personal leave/sick day during a school year, shall receive an attendance bonus of three hundred (\$300) dollars paid in the first paycheck in July. Up to a maximum of four (4) hours of leave time used as personal leave for emergencies shall not be counted as an absence for purposes of eligibility for the attendance bonus.

Unit members are only entitled to receive the attendance bonus for using zero (0) personal leave/sick days if they have used zero (0) hours of personal leave/sick days. Unit members are only entitled to the attendance bonus for using one (1) personal leave/sick day if they have used equal to or less than the number of hours the unit member is regularly scheduled to work in one (1) day.

ARTICLE VIII - FRINGE BENEFITS

A. Health Insurance Plan

1. Members of the unit shall not be eligible for the District's health insurance and prescription drug coverage while eligible for coverage under another plan from another source that provides for the NYSHIP Empire Plan or for a plan which matches the Empire Plan or a plan which provides better coverage and for which the unit member would be required to contribute ten (10%) percent of the premium or less. If the unit member would be required to contribute more than ten (10%) percent of the premium cost of such alternative coverage, the District may, at its option, decline to cover the unit member and to pay the employee an amount equivalent to the difference between the required contribution amount and ten (10%) percent of the premium cost of such plan. For purposes of the administration of this provision, reference to "another source" of health insurance other than the District shall not include insurance plans for which a unit member is eligible solely through the NY State of Health Marketplace (the official Marketplace created pursuant to the Affordable Care Act in New York).

Notwithstanding the above, unit members who are ineligible to receive the District's health insurance and prescription drug coverage as a result of the preceding paragraph, shall not be eligible for the contribution levels set forth in Section 3(a) or 3(b) below. Such unit members shall instead have the option of selecting only option (a) or (b) below:

- a) Enroll in the District provided plan, William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator, and contribute one hundred (100%) percent of the health insurance premium equivalent costs for the applicable health insurance plan (*e.g.*, family or individual coverage);
or
 - b) Decline the District provided insurance as set forth in paragraph (a) above and enroll in a health insurance plan that is provided through a source other than the District (which may be the NY State Health marketplace)
2. Dental and optical plans are available if the employee is not otherwise covered in another plan only after the completion of six (6) months of service.
 3. a) All unit members who receive health insurance coverage from the District shall contribute four (4%) percent of their Health Insurance premiums based on the NYSHIP (Empire Plan) premium rates up to a maximum of one thousand and fifty (\$1050) dollars per school

year (July 1-June 30) for family coverage and four hundred and seventy (\$470) dollars per school year (July 1 –June 30) for individual coverage.

Only the primary enrollee shall be required to make the applicable Health Insurance contributions where two (2) unit members are spouses or domestic partners.

Effective July 1, 2018, all unit members shall contribute five (5%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premiums rates.

Effective July 1, 2019, all unit members shall contribute six (6%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premiums rates.

Effective July 1, 2020, all unit members shall contribute seven (7%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premium rates.

Effective June 30, 2021, all unit members shall contribute nine (9%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premiums rates.

The District shall continue to pay one hundred (100%) percent of the Dental and Vision premiums.

The William Floyd Medical Plan premium rates on which the premium contribution is based shall change as the NYSHIP Empire rates change over time (*e.g.*, each January 1st). Premium contributions shall be accomplished on a pre-tax basis subject to applicable laws and regulations.

- b) The Plan provided shall be the William Floyd Medical Plan (continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator.
- c) The parties agree that if the District enrolls in the NYSHIP Empire Plan (the NYSHIP Empire Plan), it shall be deemed substantially equal to the District's plan in effect at the time of the switch.

4. Unit members who retire into a New York State Retirement System¹ from the District and who have completed a minimum of twenty-two (22) years of service in the District and have reached age fifty-two (52) or older, shall be eligible to continue in the District's medical/prescription insurance plan applicable to active members of the unit into retirement. If the employee elects individual medical and prescription coverage, the District shall pay one hundred (100%) percent of the premium. If the employee elects to continue family medical/prescription coverage, the District shall pay fifty (50%) percent of the premium. This coverage shall continue until the employee becomes Medicare eligible, at which point such coverage will terminate.

After becoming Medicare eligible, the employee shall be eligible to continue individual coverage at the District's expense, in the District's medical, major medical and prescription drug plan on a secondary coverage basis only. In order to be eligible for this coverage, the retiree must elect and pay for Medicare Part B. Under no circumstances shall the District be liable for Medicare A and/or B premiums. Employees who retire who have completed at least twenty-five (25) years of service to the District shall be eligible for fully paid (by the District) individual secondary coverage for life. For those employees who have completed at least twenty-two (22) but less than twenty-five (25) years of service to the District, the period of coverage shall be one (1) year of secondary coverage for every three (3) years of service in the District.

5. Health Insurance Declination - Effective July 1, 2018, in the event at least forty-two (42%) percent of the unit is not enrolled in the District provided health insurance for any reasons, those unit members who are not enrolled shall receive one thousand two hundred (\$1,200) dollars for declining individual coverage or two thousand (\$2,000) dollars for declining family coverage. Unit members must remain out of the plan for a full twelve (12) months in order to be eligible for the declination benefit. Any declination payments received shall be made in July of each year.

If fewer than forty-two (42%) percent of the unit is not enrolled in the District health insurance in a given school year, then unit members shall not be entitled to receive the declination benefit set forth above.

- B. Life Insurance - The District shall provide group term life insurance with a death benefit in the amount of ten thousand (\$10,000) dollars. This death benefit is subject to the terms of the insurance carrier and/or plan document. Employees, at their own expense, may subscribe to an additional five thousand (\$5,000) dollars life insurance.

¹ For those unit members employed by the District as of June 9, 2015 who are not enrolled in a New York State Retirement System, effective June 9, 2015, such unit members shall be entitled to the benefits set forth in Article VIII, Section 4, so long as they meet the minimum age and service requirements set forth in Section 4 and actually retire from the District.

ARTICLE IX - IRS SECTION 125 FLEX BENEFIT PLAN

An IRS Section 125 Flex Benefit Plan shall be made available to all unit members.

ARTICLE X - INOCULATIONS

One-on-One and Special Education Teaching Assistants shall be eligible to be inoculated with Hepatitis B vaccine at the District's expense on an annual basis. Full-time School Health Aides shall also be eligible to be inoculated with a Hepatitis B vaccine at the District's expense on annual basis. Notice of such inoculations shall be provided to eligible unit members by October 1st of each school year.

ARTICLE XI – SALARIES AND LONGEVITY

Salary payments will be made bi-weekly and in a confidential manner:

A. Salary Increase

Effective July 1, 2017, the 2017-2018 Teaching Assistant Salary Schedule attached hereto as Addendum 1 shall replace the salary schedules set forth in Addendum 1 of the July 1, 2011-June 30, 2017 collective bargaining agreement. Teaching Assistants who were on steps 1-9 as of June 30, 2017 shall be placed on the new salary schedule at the same step number that they were on as of June 30, 2017, and shall be paid in accordance with the hourly rates set forth in Addendum 1 attached hereto and shall not be eligible to move a step on the new salary schedule. Teaching Assistants who were on steps 10 or 11 as of June 30, 2017 shall advance one step on the new salary schedule set forth in Addendum 1 (e.g., a Teaching Assistant who was on Step 10 as of June 30, 2017 shall be placed on Step 11 on the new salary scheduled attached as Addendum 1) and shall be paid in accordance with the hourly rates set forth in Addendum 1 attached hereto.

Effective July 1, 2017, any Teaching Assistants who were on Level 3, Step 12 as of June 30, 2017 only, shall be taken off the salary schedule, indefinitely, and shall be considered "off grid" for the remainder of their employment with the District. Effective July 1, 2017, such Teaching Assistants' hourly rate shall be \$25.39. Any additional base salary increases for such off-grid Teaching Assistants for the 2018-2019, 2019-2020, 2020-2021 school years shall be governed by the Revenue Formula set forth below, capped at three and one-half (3.50%) percent.

Effective July 1, 2017, the 2017-2018 Paraprofessional Salary Schedule attached hereto as Addendum 2 shall replace the salary schedule set forth in Addendum 2 of the July 1, 2011-June 30, 2017 collective bargaining agreement. Paraprofessionals shall be placed on the new salary schedule attached hereto at Addendum 2 at the same step number that they were on as of June 30, 2017, and shall be paid in accordance with the hourly rates set forth in Addendum 2 attached hereto. Paraprofessionals shall not be eligible to advance one (1) step on the applicable salary schedule.

Effective July 1, 2017, any Paraprofessional unit member who was paid an hourly rate that was not on the 2016-2017 salary schedule (*i.e.*, “off grid”) as of June 30, 2017, shall not be placed on the new salary schedule set forth in Addendum 2 attached hereto. The 2017-2018 base salary increases for such paraprofessional unit members shall be derived by increasing the 2016-2017 base salaries by 6.6%. Any additional base salary increases for such off-schedule Paraprofessionals for the 2018-2019, 2019-2020, 2020-2021 school year shall be governed by the Revenue Formula set forth below, capped at three and one-half (3.50%) percent.

Effective July 1, 2018, the 2018-2019 salary increases for members of the unit shall be derived by increasing the 2017-2018 salary schedules by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.5%) percent.

Effective July 1, 2019, the 2019-2020 salary increases for members of the unit shall be derived by increasing the 2018-2019 salary schedules by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.5%) percent.

Effective July 1, 2020, the 2020-2021 salary increases for members of the unit shall be derived by increasing the 2019-2020 salary schedules by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.5%) percent.

Unit members shall not be eligible for a salary increment (step movement) during the 2018-2019, 2019-2020 or the 2020-2021 school years.

Revenue Formula

1. Effective July 1, 2018 any annual salary increases for the 2018-2019, 2019-2020 and 2020-2021 school years shall be at least the net percentage change in revenue resulting from changes in State Aid and the District’s Property Tax Levy as set forth herein, subject to the caps set forth above. For purposes of this Article only, “State Aid” shall consist solely of “Non-Expense-Driven Aid”, including but not limited to Foundation Aid, Gap Elimination Aid and High Cost Excess Cost Aid. “Expense-Driven Aid,” including but not limited to Transportation Aid, BOCES Aid, Building Aid, Textbook/Library/Software Aid, etc., shall not be considered “State Aid” and shall be excluded for purposes of calculating annual salary increases. In addition, competitive grants and/or categorical aid (*i.e.*, Title 1) shall not be considered State Aid and shall also be excluded for purposes of calculating the annual increase.

The District shall provide the Unit President with a comprehensive calculation including all applicable state aid and tax levy numbers.

2. For purposes of the calculation of base salary increases only, the District's Tax Levy shall be defined as that tax levy which is included in the adopted budget from which the salary increase will be funded and that of the preceding adopted budget.

3. In no case shall the base salary increase received for the 2018-2019 school year be greater than three and one-half (3.5%) percent higher or less than the base salary received for the previous school year. In no case shall the base salary increase received for the 2019-2020 school year be greater than three and one-half (3.5%) percent higher or less than the base salary received for the previous year. In no case shall the base salary increase received for the 2020-2021 school year be greater than three and one-half (3.5%) percent higher or less than the base salary received for the previous school year. In no event shall a unit member earn a base salary rate less than he/she did in the previous school year.

4. The applicable annual increase, if any, shall be calculated upon approval of the State and District budgets, utilizing the following formula:

The annual increase equals the sum of the change in the approved Property Tax Levy amount (Section 2) plus the change in the approved State Aid amount (Section 1) divided by the sum of the current State Aid plus the current Property Tax Levy amount.

(A) \$ amount of State Aid as defined for next school year
minus (B) \$ amount of State Aid as defined for current school year
equals (C) \$ amount increase/decrease in State Aid

(D) \$ Amount of Property Tax Levy for next year
minus (E) \$ Amount of Property Tax Levy for current year
equals (F) \$ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

$$\text{Base Salary \% Increase} = \frac{C+F}{B+E} \times 100 \text{ (not to exceed \% cap)}$$

5. In the event that the final State Aid numbers are not known to the District by July 1st, the application of the salary increase formula set forth above shall be delayed until the State Aid numbers have been finalized, provided, however, that any base salary increase resulting from the application of the formula set forth above, shall be retroactive to July 1st.

6. In any school year in which a bargaining unit member becomes eligible to move to a higher longevity step pursuant to Article XI(D), that unit member shall be eligible to move to a higher longevity step regardless of either the cap or the formula.

The Revenue Formula set forth above shall sunset at the expiration of the Agreement. For Triborough purposes, unless the parties have negotiated an Agreement for the 2021-2022 school year to the contrary, eligible unit members shall receive a step increment on the 2020-2021 salary schedule effective September 1, 2021 (for those who move in September) or February 1, 2022 (for those who move in February).

B. **Teaching Assistant Salary** -- Members of the unit who have been appointed by the Board as Teaching Assistants shall be placed on the salary schedule applicable to that title subject to the following:

1. Column placement shall be made at the appropriate level based on the type of certificate presently in hand. All unit members who possess a Continuing Certificate shall be placed in the Level 3 column.
2. Those unit members who are hired to perform the duties of a Teaching Assistant, but who have not yet completed those tasks necessary to be granted a Level 1 certificate, shall initially be paid pursuant to the Paraprofessional salary schedule until such time as they have completed those tasks and have been appointed by the Board of Education as a Teaching Assistant or been terminated, whichever comes first. New hires shall be given forty (40) days to complete those tasks necessary for a Level 1 certificate. Failure to complete the necessary tasks within the forty (40) day period shall result in termination from employment except in extraordinary circumstances.
3. Teaching Assistants hired on or after July 1, 2007 shall be placed at Step 1 of the appropriate column.
4. Teaching Assistants shall advance one (1) step on the applicable salary schedule following the completion of each year of service as a Teaching Assistant. Such movement shall take place only in September or February. This Section 4 shall not apply during the 2018-19, 2019-20 or 2020-21 school years.
5. Teaching Assistants shall advance from one column to another on the applicable salary schedule following the issuance of the appropriate certificate. Such column movement shall take place only in September or February.
6. The hourly rates for 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years shall be as per the salary schedules attached hereto as Addendum 1.

- C. **Paraprofessional Salary** -- Members of the unit who have been appointed by the Board as Paraprofessionals shall be placed on the salary schedule applicable to that title subject to the following:

1. Paraprofessionals hired on or after July 1, 2007 shall be placed at Step 1.
2. Paraprofessionals shall advance one (1) step on the applicable salary schedule following the completion of each year of service as a Paraprofessional in the District. Such step movement shall take place only in September or February following their anniversary date. This Section 2 shall not apply during the 2018-19, 2019-20 or 2020-21 school years.
3. The hourly rates for the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years shall be as per the salary schedules attached hereto as Addendum 2.

- D. **Longevity** –

1. Unit members must complete one (1) year of service in order to be eligible to receive a Longevity payment in accordance with the chart below:

Years of Completed Service	Longevity Payment
1-6	\$300
7-9	\$900
10-16	\$1,100
17-22	\$1,700
23-25	\$2,000
26-29	\$2,200

2. **Receipt of First Longevity Payment**

After completing one (1) year of service, Longevity shall be paid as follows:

The first Longevity payment shall be made as a lump sum payment in the first pay period in the July following the unit member's one (1) year anniversary date. Such Longevity payment shall include the sum total of the Longevity payment for completing one (1) year of service (*i.e.*, \$300) plus a pro-rated amount of Longevity for any additional days of service completed between the unit member's one (1) year anniversary date and June 30th.

For example:

Date of Hire:	March 17, 2017
1 Yr. Anniversary:	March 17, 2018
Date of First Longevity Payment:	July 2018
Amount:	\$300 (1 yr. of service) + \$121.60 (76 days worked in addition to the 1 yr. of service) = \$421.60

3. Receipt of Subsequent Longevity Payments:

Following receipt of the first Longevity payment, all subsequent longevity payments shall be made in the amount set forth in the chart above as a lump sum payment in the first pay period of each July. For purposes of longevity only, regardless of a unit member's anniversary date, completion of any additional years of service shall be calculated on a July 1st – June 30th schedule.

For Example:

Date of Hire:	March 17, 2017
1 Yr. Anniversary:	March 17, 2018
Date of First Longevity Payment:	July 2018
Amount:	\$421.60
Date of Second Longevity Payment:	July 2019
Amount:	\$300
Date of Third Longevity Payment:	July 2020
Amount:	\$300

4. Receipt of Increased Longevity Payments:

Unit members who have completed 6, 9, 16, 22, 25 and 29 years of service are entitled to an increased amount of Longevity in accordance with the chart above. Unit member shall receive the increased amount of longevity in the first pay period in July following the completion of the requisite number of years of service.

For Example:

Date of Hire:	March 17, 2017
1 Yr. Anniversary:	March 17, 2018
Date of First Longevity Payment:	July 2018
Amount:	\$421.60
Date of Second Longevity Payment:	July 2019
Amount:	\$300
Date of Third Longevity Payment:	July 2020
Amount:	\$300
Date of Fourth Longevity Payment:	July 2021
Amount:	\$300
Date of Fifth Longevity Payment:	July 2022
Amount:	\$300

Date of Sixth Longevity Payment: July 2023
Amount: \$300

Date of Seventh Longevity Payment: July 2024
Amount: \$900

5. Unit Members Who Leave the Unit:

Unit members who have completed at least one year of service shall be entitled to a pro-rated amount of longevity for service of less than a full year. A full year of service is measured from July 1st – June 30th.

For Example:

Date of Hire: March 17, 2017
1 Yr. Anniversary: March 17, 2018
Date of First Longevity Payment: July 2018
Amount: \$421.60

Date of Second Longevity Payment: July 2019
Amount: \$300

Date Unit Member Leaves the Unit: January 1, 2020
Amount of Longevity Payment: \$150 (worked ½ the year)

6. Accounting of Longevity Payments

The Association shall be provided an accounting of the Longevity payments made to bargaining unit members within a week of when the payments are made.

- E. **Chaperoning** – The District shall pay those members of the unit who work as a chaperone at the chaperone rate set forth in the Teachers contract for such work, provided, however, that such payments shall be made only when the chaperoning opportunity has first been posted for Teachers and the District has been unable to find a sufficient number of Teacher volunteers.

ARTICLE XII - ANNUALIZATION OF SALARY

All unit members shall have their salaries annualized immediately upon commencing employment with the District using the formula set forth below.

Annualized salaries shall be calculated as follows:

1. Multiplying unit member's base hourly rate of pay X the number of hours he/she works per day X the number of contractually paid days scheduled per year (excluding 5 day Christmas pay).

(e.g.,) Unit member is paid \$7.50 per hour and works 7.5 hours per day.

$\$7.50 \times 7.5 \text{ hrs/day} \times 185 \text{ days} (181 + 1 \text{ day Memorial Day} \& 3 \text{ days spring vacation}) = \$10,406.25$

This figure would be divided into 20 full pay period checks of \$492.86, gross salary per full check, and gross salary \$246.43 for the two (one-half) pay checks.

2. The five (5) paid Christmas paid days shall be paid as an additional stipend.
3. The last 2-3 pay periods for the year shall be used to reconcile the pay for any unit member who has used more personal leave/sick days then she/he has accumulated.
4. Any variation of regular work hours for a unit member participating in this provision shall be dealt with by each individual building.

ARTICLE XIII - RETIREMENT/SEVERANCE

- A. Unit members employed as "teacher aides" prior to July 1, 1976 shall be enrolled in the retirement system and receive retirement benefits accordingly.
- B. Any Paraprofessional employed July 1, 1988 and thereafter is eligible to enroll in the New York State Employees Retirement System. Employees hired July 1, 1988 and thereafter are not eligible for the Section C retirement/severance allowance.
- C. The following shall apply to those unit members who separate from employment in the District on or after September 30, 2007.

Members of the unit appointed as Paraprofessionals between July 1, 1976 and June 30, 1988, shall be entitled to severance pay computed at the rate of \$0.50 per hour for those hours worked prior to July 1, 1997 and at the rate of \$0.55 per hour for those hours worked on or after July 1, 1997 through the date, if any, on which they join the Retirement System. Upon joining the Retirement System, for any reason, this severance benefit shall be frozen and shall be payable to the unit member upon his/her separation from employment provided that he/she has served a minimum of ten (10) consecutive years of service in the unit. Payments shall be made in a lump sum following separation. If the unit member dies while in service, his/her severance pay shall be paid to his/her estate subject to applicable law.

To be eligible for this severance payment, the employee must be a member of the unit at the time of separation from the District.

- D. All full-time unit members who have completed a minimum of twenty (20) years of service in the District and who immediately upon separation from the District retire into a New York State Retirement System² by no later than June 30th of the

² For those unit members who are employed by the District on June 9, 2015 but are not enrolled in a New York State Retirement System, effective June 9, 2015, such unit members shall be entitled to the benefits set forth in Article

school fiscal year in which they first become eligible to retire into a New York State Retirement System without penalty or reduction in pension benefits, shall receive a lump sum payment of ten thousand (\$10,000) dollars upon separation from their employment with the District. For purposes of this Section D only, unit members' service shall be considered "full time" if they were regularly scheduled to work at least six (6) hours per day.

Unit members who are eligible for the benefits set forth in Section C of this Article shall not be eligible for the lump sum payment of ten thousand (\$10,000) dollars set forth above. However, upon separation from their employment with the District, unit members who are eligible for the benefits set forth in Section C of this Article, shall also receive a lump sum payment of five hundred (\$500) dollars per year for every year in which they worked for the District after joining a New York State Retirement System, provided the unit member has a minimum of twenty (20) years of service in the District and immediately upon separation from the District retires into a New York State Retirement System by no later than the June 30th of the school fiscal year in which they first become eligible to retire into a New York State Retirement System without a penalty or reduction in pension benefits. Such payment shall be capped at a maximum of ten thousand (\$10,000) dollars.

Any unit member who voluntarily separates from his or her employment in the District after the date on which the employee is first eligible to retire in a New York State Retirement System without reduction of pension benefits, shall not be eligible for the retirement incentive set forth above regardless of the number of years of service in the District.

- E. If formal disciplinary charges are filed against a member of the unit (or disciplinary action is threatened against an employee who does not yet have Section 75/Section 3020-a rights), and if the basis for such disciplinary charges would, if proved in a court of appropriate jurisdiction, constitute a crime involving theft of District property or funds, or sexual misconduct, the District shall have the right to withhold any severance and/or retirement payments provided in this Agreement, provided the unit member is terminated after being found guilty for such charges after a hearing (or after an investigation if the employee has no Section 75/Section 3020-a rights) and/or s/he resigns or retires with such disciplinary charges pending against him/her (or before the District takes disciplinary action against an employee who has no Section 75/3020-a rights).

XIII, Section D, provided they meet the minimum service requirements set forth in Section D and retire from the District by no later than June 30th of the school fiscal year in which they would have first become eligible to retire into the New York State Retirement System without a penalty or reduction in pension benefits.

ARTICLE XIV - SCHOOL ADMINISTRATIVE AIDES

Those members of the unit who are appointed as full time School Administrative Aides shall, in addition to those terms and conditions of employment set forth herein, be entitled to the following:

- A. The School Administrative Aide shall be eligible for two (2) additional sick days in recognition of the two (2) additional months of service per year, to be earned on the basis of one (1) additional sick day per month of service in July and August.
- B. The School Administrative Aide shall be entitled to July 4th and Labor Day as paid holidays.
- C. The School Administrative Aide shall work the District Office calendar work year, except that in lieu of the District Office shutdown, the School Administrative Aide shall be entitled to ten (10) days of paid vacation per school year (July 1 – June 30), pro-rated service of less than a full school year. In addition to the above, effective July 1, 2017, a School Administrative Aide who has at least thirty-five (35) years of service in the District, shall be entitled to receive the District designated winter December recess off with pay. Such vacation days shall not accumulate and may not be carried over from year to year. Such vacation days shall be taken at such times as approved by District Office.
- D. Any days worked by the School Administrative Aide above and beyond the District Office calendar work year shall be paid at the School Administrative Aide's regular hourly rate.

ARTICLE XV - REASONABLE SUSPICION DRUG/ALCOHOL TESTING

In order to help provide a safe work environment and to protect staff members, students and the public by insuring that District personnel have the ability to perform their assigned duties, the District may require employees to submit to drug/alcohol testing where there is reasonable suspicion of improper drug or alcohol use as set forth below:

- A. The order to submit to testing must be justified by a "reasonable suspicion" that the employee is under the influence of illegal controlled substances or alcohol while on duty or has engaged in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.
- B. "Reasonable suspicion" is the quantum knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be based upon objective facts, including, but not limited to: (i) observation by the Employer of circumstances consistent with the possession, sale, or distribution of alcohol or a controlled substance; (ii) observation by the Employer that an employee is exhibiting characteristics, including, but not limited to: irregular behavior, slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration

and excitement, impaired judgment; or (iii) detection by the Employer of the odor of alcohol on an employee's breath, blood shot eyes and/or slurred speech.

- C. The decision to test an employee shall be made by the Assistant Superintendent for Human Resources, or, in his/her absence, his/her designee, in accordance with the standards discussed above.
- D. It is understood and agreed that an employee's refusal to submit to testing will be just cause for discharge.
- E. All drug and alcohol testing will be conducted pursuant to applicable law.
- F. All testing will include a screening test; a confirmation test if requested by the employee (at the District's expense); the opportunity for a split sample; the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- G. All testing shall be performed by an appropriately certified entity/person.
- H. Reasonable efforts will be made to maintain the confidentiality of the person tested and the test results.
- I. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official or to give the employee an opportunity to speak with a Union representative. The Union shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for the reasonable suspicion, which shall be confirmed in writing within five (5) working days from the test.

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. **Purpose** - It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.
- B. **Definitions**
 - 1. A grievance is any dispute between the parties concerning the meaning or application of the terms and conditions of this Agreement.
 - 2. A grievance may be initiated by an employee or the Superintendent or his/her designee, any of whom shall be deemed an aggrieved party.

C. **Submission of Grievance**

1. An aggrieved party may be represented at any or all stages of the grievance procedure by a representative or representatives of the Association.
2. By joint written agreement of the parties, any or all of the steps outlined in the procedures for filing grievances may be omitted.
3. A grievance shall be deemed waived unless it is submitted within twenty (20) days after an aggrieved party knew or should have known of the events or conditions on which it is based.
4. The Superintendent or his/her designee shall present grievances to the President of the Association and the individual.
5. If the school year as defined in the official school calendar has ended, the term "school days" as used herein shall be construed as calendar days.

D. **Procedures**

Step 1: A grievance shall be submitted by the employee to the appropriate supervisor within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which the grievance is based. Where an employee works in more than one (1) assignment, the grievance shall be submitted to the appropriate supervisor. The parties shall attempt to resolve the grievance at this level.

Step 2: If agreement is not reached at Step 1, the grievant shall reduce the grievance to writing and submit same to the party to whom the informal grievance was submitted in Step 1 within ten (10) school days following the Step 1 meeting. Such writing shall include the provision of the Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose and the proposed remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) school days after receipt of the grievance.

Step 3: If the grievant is not satisfied with the response received at Step 2 or if no response is received within ten (10) school days, the grievant may, within ten (10) school days thereafter, submit a copy of his/her written grievance together with any response received at Step 2, to the Superintendent. The Superintendent or his/her designee shall make a determination with regard to the grievance within ten (10) school days thereafter. In the course of deciding the grievance, the Superintendent or his/her designee may hold such meetings or conferences as deemed necessary.

Step 4: If the grievant and the Association are not satisfied with the response at Step 3, the Association shall within five (5) school days thereafter file a written demand for arbitration with the District.

The parties shall within ten (10) school days of such request mutually select an arbitrator from among Jack Tillem, Howard Edelman and Martin Scheinmann. Absent agreement the Arbitrator shall be selected by lot. The Arbitrator shall not have any power to add to or subtract from the provisions of the contract.

The decision of the Arbitrator shall be advisory only.

ARTICLE XVII - LEGISLATIVE APPROVAL

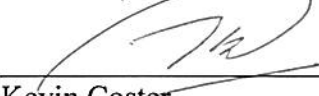
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

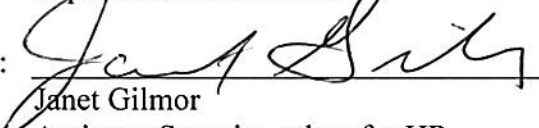
ARTICLE XVIII - DURATION OF CONTRACT

This Agreement shall commence July 1, 2017 and expire on June 30, 2021.

WILLIAM FLOYD UNION FREE SCHOOL
DISTRICT

By:  6/5/18
Robert Vecchio
President, Board of Education

By: 
Kevin Coster
Superintendent of Schools

By: 
Janet Gilmor
Assistant Superintendent for HR

DISTRICT #32 UNITED
PARAPROFESSIONAL AND TEACHING
ASSISTANT ASSOCIATION, NYSUT and its
national affiliates, LOCAL 3848

By: Susan M. Hutnick 6/6/18

By: Janeth Kusze 6/6/18

By: Cecilia M Claudio

By: Donna Davis Kelly

By: Samuel Lopez 6/6/18

WILLIAM FLOYD SCHOOL DISTRICT
Teaching Assistant Salary Schedule

TA/C 17 - 18 Salary Schedule				
Step	LEVEL 1	LEVEL 2	LEVEL 3	Pre-Prof
1.00	\$17.00	\$17.25	\$19.00	\$19.50
2.00	\$17.43	\$17.68	\$19.48	\$19.99
3.00	\$17.86	\$18.12	\$19.96	\$20.49
4.00	\$18.31	\$18.58	\$20.46	\$21.00
5.00	\$18.76	\$19.04	\$20.97	\$21.52
6.00			\$21.50	\$22.06
7.00			\$22.03	\$22.61
8.00			\$22.59	\$23.18
9.00			\$23.15	\$23.76
10.00			\$23.73	\$24.35
11.00			\$24.32	\$24.96
12.00			\$24.93	\$25.59

WILLIAM FLOYD SCHOOL DISTRICT
Paraprofessionals Salary Schedule

2017-2018

Step	Hourly Rate
1	15.00
2	15.38
3	15.76
4	16.15
5	16.55
6	16.97
7	17.39
8	17.83
9	18.27
10	18.73
11	19.20
12	20.30
13	21.11
14	21.96
15	22.83

Addendum 3

William Floyd Union Free School District
of the Mastics-Moriches-Shirley

Total Days Absent _____
Sick _____
Bereavement _____

PARAPROFESSIONAL / TEACHING ASSISTANT EVALUATION

S – Satisfactory

NI – Needs to Improve

NA – Not Applicable

Name: _____

School: _____

Area: _____

		S	NI	NA
1.	Relationship with teacher			
	A. Cooperativeness			
	B. Enthusiasm			
	C. Flexibility			
	D. Perception of Teacher Needs			
2.	Relationship with children			
	A. Interest in children			
	B. Control			
	C. Children's reaction to aide			
3.	In-Class assistance			
	A. Works well individually and in groups			
	B. Supervision of children			
	C. Anticipates needs			
4.	Clerical duties			
	A. Efficiency (speed and promptness)			
	B. Quality of work			
	C. Ability to follow directions			
5.	Other factors			
	A. Attendance			
	B. Punctuality			
	C. Initiative			
	D. Judgment			
	E. Follows up on previous responsibilities			
	F. General level of assistance			
	G. Personal motivation			
6.	Rapport			
	A. With Staff			
	B. Administration			

7. Comments: _____

Principal's Signature _____

Date _____

Paraprofessional's/Teaching Assistant's Signature _____

cc: Personnel – White

Principal – Canary

Paraprofessional – Pink

WILLIAM FLOYD SCHOOL DISTRICT

MASTIC BEACH, NEW YORK

ACKNOWLEDGEMENT

**Accepting a Position
As a Teaching Assistant
For a Student with a Disability**

I acknowledge that I _____ have been offered a position as a One on One Teaching Assistant for a child with a disability in the District.

I understand that based on the needs of this disabled child, I may be required to assist this child with his/her physical needs such as toileting, ambulation and similar type tasks. I understand that I will be provided with and receive training in the safe and proper method of such assistance.

I understand that all Teaching Assistants may be transferred and subject to this duty. I also understand that as a One on One Teaching Assistant for a disabled child, I will be eligible to join Paraprofessional/Teaching Assistant Bargaining Unit and receive all appropriate benefits. However, I also understand that as a One on One Teaching Assistant, if the child to whom I am assigned leaves the District, or is determined not to require the one on one services of a Teaching Assistant by the Committee on Special Education, my position as a Teaching Assistant may be terminated depending upon my seniority status and other applicable factors in accordance with applicable law. I understand that, at that time, I will be allowed to apply for any other Teaching Assistant opening in the District.

Signature

Date

cc: Susan Hutnick

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT
Bereavement Leave

NAME _____ DATE _____

NAME OF THE DECEASED _____

DATE OF DEATH _____

YOUR RELATIONSHIP TO THE DECEASED (e.g. – aunt, uncle, mother, brother)

I hereby certify that the above information provided by me is true and correct. If the information submitted is found to be false, I am aware that disciplinary action, up to and including termination, could be taken against me.

Signature

Date

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT
United Paraprofessional and Teaching Assistant Association
Leave Request Form

TO: _____

FROM: _____

DATE: _____

I request approval of the following leave time:

Sick/Personal Day(s): _____
(by the hour) _____ Date(s) _____

Bereavement Day(s): _____
_____ Date(s) _____

Jury Duty Day(s): _____
_____ Date(s) _____

Worker's Comp.(s): _____
_____ Date(s) _____

SIGNATURES: _____
Employee

Administrative Approval

Human Resources Administrator

WILLIAM FLOYD SCHOOL DISTRICT

Cancer Screening Leave Request Form (Please print)

Name: _____	Title: _____
Date Submitted: _____	
Department: _____	Building: _____
Regular Hours of Employment: _____	
Date and Time of Screening Appointment:	
Date: _____	Time: _____
*Leave requested	
from: _____ am/pm	to: _____ am/pm
<p>*This time must not exceed four (4) hours annually (between 7/1 & 6/30). If leave time exceeds four (4) hours, the District will use any available accrued time--either sick, compensatory, personal or vacation, in order to ensure that an employee does not lose pay for any portion of the day. If no accrued time is available for use, pay for the day will be limited to four hours.</p>	

DOCUMENTATION:

The employee must fill out the "Verification of Cancer Screening Appointment" form attached and have it signed by a representative of the screening facility. The completed form must be returned to your attendance keeper.

Form turned into Supervisor:

Date: _____ Supervisor Signature: _____

WILLIAM FLOYD SCHOOL DISTRICT

Verification of Cancer Screening Appointment (Return completed form to your attendance keeper)

TO BE COMPLETED BY EMPLOYEE

Employee Name: _____

Address: _____

Telephone Number: _____

This is to verify that I appeared:

at: _____ (Name of facility)

on: _____ (Date) at: _____ (Time)

for the purpose of cancer screening for: _____
(type of cancer screening)

To be completed by a representative of the Screening Facility

Printed Name: _____

Signature: _____

Contact Telephone: _____

Physician Stamp: _____