

North Babylon Union Free School District  
North Babylon, New York

AGREEMENT

between the

North Babylon Board of Education

and the

PARAPROFESSIONAL/CAFETERIA AIDE CHAPTER

of the

North Babylon Teachers' Organization

July 1, 2019 – June 30, 2024

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## PREAMBLE

The Board of Education of North Babylon Union Free School District and the Paraprofessional, Cafeteria Aide Chapter of the North Babylon Teachers' Organization recognize a common responsibility for the improvement of the quality of educational services provided to the students and community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

THEREFORE, this AGREEMENT is made and entered into on March 3, 2016 by and between the Paraprofessional, Cafeteria Aide Chapter and the North Babylon Teachers' Organization and the Board of Education of North Babylon Union Free School District, Town of Babylon, Suffolk County (hereinafter referred to as the "Board"). The Paraprofessional, Cafeteria Aide Chapter is a unit of the North Babylon Teachers' Organization, New York State United Teachers, American Federation of Teachers.

AGREEMENT MADE BETWEEN THE Board of Education of the North Babylon Union Free School District (hereinafter referred to as the "Board") and the Paraprofessional/Cafeteria Aide Chapter (hereinafter referred to as the "Chapter") of the North Babylon Teachers' Organization (hereinafter referred to as the "Organization") for the school years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024..

**ARTICLE I – RECOGNITION AND CHAPTER BENEFITS**

A. Recognition

The Board recognizes the Organization as the exclusive representative of the Chapter for collective negotiations and the administration of grievances. Said recognition shall continue for the duration of this Agreement. The term "Chapter" shall include non-instructional personnel bearing the following three designations: paraprofessionals, cafeteria aides, and library clerks.

B. Use of Interoffice Mail

Use of interoffice mail facility shall be made available for use by the Chapter.

C. Dues Deductions

During the time the Organization is recognized as the representative for the Chapter, the Board shall deduct from the salaries of the employees, dues for the Organization upon presentation to the Board of individual written authorizations which shall be irrevocable until the following June 30 of each year of the Agreement and which shall be automatically renewable for another year unless written notice revoking said authorization is given to the Board by an individual employed prior to June 30. All deductions shall be made in fourteen equal installments in accordance with payroll dates commencing with the second pay period in October.

The Board shall transmit the monies collected within 10 school days of the installment dates to an officer of the Organization and at a place designated by the Organization in writing.

D. Agency Fee

The Board shall deduct an Agency Fee from the salaries of its employees who are not members of the NBTO upon presentation by the Organization of a list of such non-members at a time and according to a procedure to be agreed upon by the Organization and the Board of Education. The Board agrees to this Agency Fee deduction provision as authorized by law, provided the following conditions are included:

1. That the Board shall act only a collection and disbursing agency as permitted under the Taylor Act, Education Law and other relevant statutes and case law.
2. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to North Babylon Teachers' Organization as provided by law and this Agreement.
3. The North Babylon Teachers' Organization shall adopt a rebate procedure for the Paraprofessional/Cafeteria Aide Chapter, which shall be filed in the office of the Superintendent and with the attorney for the Board of Education. The Board leaves to prevailing authority the adequacy of this procedure.
4. That as long as the Board complies with the law and this Agreement, the North Babylon Teachers' Organization agrees to indemnify the Board with respect to all demands, claims, awards, or judgments assessed against the Board and/or its agents by reason of any claim made with respect to fees or funds collected under

this provision, excepting legal fees and/or court costs and disbursements incurred by the Board in defense of said claims and/or actions and/or proceedings.

5. That any grievance with respect to this agency fee deduction provision shall be excluded from the contractual grievance procedure. A grievant shall look only to the North Babylon Teachers' Organization for relief.

E. Vote/Cope

The District shall provide for procedures for payroll deduction for those who choose to contribute (See Appendix G). All Agency Fee protections as indicated in "D" above also shall apply to the provisions of VOTE/COPE deductions.

F. Available Positions

Notification of all openings for positions including title within the unit represented by the Chapter and clerical positions will be sent to each Building Principal for posting at the building sign-in counter. An additional notification will be sent to the Building Representative of each building, and to the Chapter President and the NBTO President. Notices for clerical positions with qualifications will be sent directly to Chapter members, with copies to the Chapter President and to the NBTO President. During the summer such notification will be sent to the President of the Chapter and to the President of the Organization. Notices of vacancies in unit positions forwarded to the Chapter President and to the NBTO President shall include the name of the person vacating the position.

Seniority and job performance, as defined in accordance with the evaluation procedures contained herein (Article VIII), will be an important consideration in filling vacancies within this unit; however, all appointments to openings are at District discretion. Notices for all openings will contain the job and the title. Chapter members will have an opportunity to apply for positions within this unit before publication of openings to persons outside of the chapter. Receipt of applications shall be confirmed in writing. Candidates will be interviewed by the Principal or his/her designee of the building or program in which there is a vacancy. Only candidates who meet the minimum Civil Service requirements for the particular position will be interviewed. Candidates, who have indicated, in writing, an interest in a vacancy, will receive notification that their request for consideration has been received. Persons are hired on a district wide basis not for any one position or building. It is understood that applicants for any clerical position are not afforded any preferential treatment or job guarantees.

Training for all new hires shall be scheduled for Superintendent's Conference Day and by building principals.

G. Employment Packet

Immediately upon employment and initial sign up you will receive packet containing retirement system, sick bank, insurance options, death benefit, payroll deduction forms, copy of Agreement, job description and substitute application.

H. Temporary Positions Within the Unit

An individual who is employed temporarily in another area of employment or job may, upon the completion of the full term of their temporary position, return to their original area of employment and job.

I. Substitute Service

At the discretion of the building principal, a Cafeteria Aide may be asked to substitute for a Paraprofessional who is absent from duty on a given day. This Cafeteria Aide must be housed at their own building. In an emergency, if a Cafeteria Aide is absent from duty on a given day, a building principal may request to have a Paraprofessional assist in maintaining order in the lunchroom and on the playground.

- J. Employees of the bargaining unit will have the opportunity to contribute to a savings plan, and NYSUT member benefit programs, established through payroll deductions.
- K. Unit members shall be permitted to participate in the District's Flex 125 Plan, to the extent permitted by said Plan and under applicable laws.

## **ARTICLE II – SICK LEAVE**

### **A. Sick Leave**

Sick leave shall be cumulative with eight (8) days of sick leave during each of the years of the successor agreement. Two (2) additional sick days will be provided for all people after five years of employment in North Babylon. Sick leave may be used for personal and/or family illness, however, no more than five days of accumulated sick days may be used for family illness. In the event of a catastrophic family illness, the superintendent may grant additional usage from the bargaining unit member's personal sick bank. For all new employees hired after the beginning of the school year, sick leave shall be prorated. One (1) day's sick leave shall be accrued for each one and one-half (1½) full months of service. If an individual begins employment during the first fifteen (15) days of the second month, he/she shall receive one (1) sick day for that two (2) month period.

After an employee is absent for five (5) consecutive days for personal or family illness, the employee must furnish a physician's note verifying the reason for the absence.

Employees hired after June 30, 1988, may cash in unused sick days accumulated in excess of 42, at the rate of one (1) for two (2), with a maximum annual pay out of three (3) days, on June 30<sup>th</sup>.

### **B. Voluntary Sick Leave Bank**

A voluntary sick leave bank shall be created in order to provide additional sick leave for those Chapter members who have exhausted all of their own accumulated sick days, and have contributed to the bank. Individuals will be eligible to withdraw days from the sick leave bank when they are ill for an extended period and have exhausted their own sick leave entitlement and accumulation after a waiting period of five (5) days. A doctor's notice confirming the illness may be required as well as a certification to be paid for by the District from the district medical examiner.

Each member of the bargaining unit may contribute one (1) day each year from their annual sick leave entitlement to the sick bank. The school district will contribute one (1) sick day each year per contributing member to the sick bank. (See Appendix E)

An individual who has contributed may withdraw up to ten (10) consecutive days from the sick bank. An individual shall make request, in writing, to the Superintendent or his or her designee, to avail oneself of the additional sick leave benefit. A record of such matters shall be kept in the Personnel Department of the Central Office. (See Appendix F)

### **C. Union Business**

The District shall provide each fall to the NBTO President and to the Chapter President all unit member names, accumulated sick day totals, sick bank participants and their totals, and to each member, his/her accumulated total.

D. Bereavement

Absence due to the death of any member of the immediate family shall not exceed five (5) days, shall not be charged against sick leave entitlement and shall not result in a loss of pay. Immediate family shall mean spouse, child, parents, grandparents and grandchildren, parents of spouse, siblings or close relative residing the home. Prior to the expiration of the first day of bereavement leave, a unit member must notify the Superintendent or his/her designee, of the unit member's intent to split their bereavement leave into two separate increments, should the unit member not be taking the full allotment of bereavement leave at once.

E. Personal Business Day

Each school year, two (2) Personal Business Day shall be credited to the employees covered by this Agreement, and if not used, shall be added to accumulated sick days. Personal business is defined as personal business matters which cannot be attended to at any other time, and shall not include gainful employment, the seeking of gainful employment or any activity that may be deemed amusement or entertainment. Whenever possible at least five (5) days notice shall be given to the Building Principal of intent to use a Personal Business Day. A member who requests a Personal Business Day shall be required to file in the office of the Building Principal a completed form as exemplified in Appendix B. A personal business day may not be used to extend a Holiday or vacation period, unless advance approval is requested and approval is granted in the discretion of the Superintendent upon a showing of exceptional circumstances. Notwithstanding the above, one personal business day each school year is considered "unrestricted" and may be utilized at any time and for any purpose. However, a completed Appendix B is still required.

F. Retirement

The Board agrees that any employee covered by this Agreement who is eligible for retirement in accordance with the established policies of the New York State Employee's Retirement System, and who submits a written statement of retirement to the Board of Education by January 15th of the previous school year, will be eligible for the following benefit:

Payment shall be made for accumulated sick leave days at the rate of one (1) day for every two (2) days accumulated. Such payment shall be limited to those who have accumulated a minimum of 20 sick days. No more than 100 sick days shall be so accumulated. Payment shall be based upon the employee's rate of pay at the time of retirement.

In extenuating circumstances, a unit member may submit a written statement of retirement after January 15<sup>th</sup>, and the superintendent or his/her designee may in his/her non-reviewable discretion, grant the sick day payment.

G. Death Benefit

Should a Chapter member die while in service to the District, the value of accumulated sick leave shall be paid to the estate of the deceased employee. (See Appendix D for the Designation of Death Benefit Beneficiary form.)



The failure to file a DESIGNATION OF DEATH BENEFICIARY Form prior to the employee's death shall result in the forfeiture of payment of any death benefit under this paragraph.

H. Health and Dental Insurance

Group health and dental insurance will be offered to Chapter personnel at their own expense at the group rate.

I. Life Insurance

The Board shall provide for noncontributory term life insurance for each active member of the unit in the face amount of \$10,000.

**ARTICLE III – PAID HOLIDAYS**

Personnel covered by this Agreement will be granted six (6) paid holidays which will be Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day. Personnel covered by this Agreement will be compensated for holidays on the basis of the number of hours they would have normally worked if the holiday(s) were regular workdays.

**ARTICLE IV – LEAVES OF ABSENCE**

A. Leave of Absence

The Board of Education, upon recommendation of the Superintendent of Schools, and under exceptional circumstances, may approve a request for a leave of absence without pay for a minimum period of twenty (20) working days and a maximum period of one (1) year. Such leaves may be requested after a one-year period of District employment has been completed.

Specific dates for a leave of absence to begin and end must be stated in the request. A leave extension beyond a year would be permissible for extenuating circumstances. All requests, in writing, with dates and specific details for the leave and/or extension must be submitted to the Assistant Superintendent for recommendation to the Superintendent before being submitted to the Board. Under normal circumstances, such requests must be received in writing at least thirty (30) days prior to the requested commencement date.

Employees who are absent without official leave and who have exhausted their sick time may or may not be terminated unless there is a doctor's verification that they are unable to return to work. If such action is contemplated by the Board of Education, the Chapter and the NBTO shall be notified in advance. Employees returning from such a leave of absence shall be placed on the next step of the salary schedule. No longevity credit will be given for the year of the leave.

B. Organizational Conference Leave

The President or designee and one other member of this Chapter, will be allowed a total of two (2) days each per year, to attend conferences for organizational business without loss of pay or benefits, at no cost to the Board of Education other than a substitute, if needed.

C. Jury Duty

There will be provided a jury duty leave, without loss of pay or deduction from ones accumulated sick leave entitlement.

D. Legal Proceedings

Employees summoned to appear in any legal proceeding related to job duties and to district operations shall be compensated on an hourly basis for time spent at the proceeding.

**ARTICLE V – WORK YEAR**

A. Work Year Calendar

The Unit's work year shall conform to the teachers' work year. In the event the teachers' work year calendar is modified due to an emergency, the paraprofessional/cafeteria aide work year shall also be modified to conform to the teacher calendar.

B. Emergency Days and Inclement Weather

Employees who report for work and are later sent home because of inclement weather or an emergency will be compensated to the full hour of attendance. In the event the number of days worked is reduced in any given work year by the District after the start of the school year due to an emergency closing and those days are not subsequently rescheduled, the member may request in writing, addressed to the Superintendent or his/her designee, that a sick day be converted to a personal day for each day not reassigned. Requests shall be made within five (5) calendar days of each day in writing to the Superintendent or his/her designee or may use personal days from their allotment to compensate for the reduction.

Example: If a 185-day school year is reduced to 181-day school year an employee may convert four personal and/or sick days to four days of compensation.

**ARTICLE VI – WORKING CONDITIONS**

A. Time Break

Each employee working four or more hours daily will be granted paid daily "time break" according to the following formula:

Employed 4 hours but less than 5 hours	-	15 minutes
Employed 5 hours but less than 6 hours	-	20 minutes
Employed 6 hours or more	-	30 minutes

Said "time break" will be a part of the employees' normal workday in terms of assigned hours.

B. Intervals between Lunch Periods

A five-minute interval will be scheduled between lunch periods in all elementary schools in order to give cafeteria aides time to reorganize lunchroom facilities.

C. Work Schedules

The Board agrees to confer with the designated representatives of the Chapter and the Organization before structuring a work schedule of members of the unit or before making major alterations in any existing work schedule. The result of these meetings shall not be binding upon the Board of Education.

The minimum hours on a normally scheduled workday that members of this Chapter will work, during the term of the Agreement, are as follows:

- 1. Paraprofessionals - 5 and 6 hours
- 2. Cafeteria Aides - 3 hours

D. End of Year Notice

To be provided in writing by June 1 of each school year.

E. Working Conditions

Employees shall be required to wear a District supplied photo ID badge during all work hours, and not during non-work hours.

If the District has determined that it is unsafe for students and staff to report to a school building and the regularly assigned work responsibilities are not possible, building administrators shall attempt to reassign employees to a different building. Affected bargaining unit members shall be notified as soon as possible. Employees unable to comply with the temporary reassignment shall go unpaid. If the District is not able to reassign the employee, the employee shall have the right to utilize a personal day for each day not assigned. If the District does not reassign the employee and the employee has exhausted his or her personal time, the member may request in writing, addressed to the Superintendent or his/her designee, that a sick day be converted to a personal day for each day not reassigned. Requests shall be made within five (5) calendar days of each day in writing to the Superintendent or his/her designee. Nothing herein shall preclude an employee from eligibility and/or benefits under Unemployment Insurance.

F. Involuntary Reassignment

Employees, who are involuntarily reassigned by administration to work in another job category on a temporary basis, shall continue to accrue seniority only in the job category from which they were temporarily transferred.

G. Working Conditions

The superintendent or his/her designee may reassign a unit member to any job title within the unit on a temporary basis. In the event a reassignment is contemplated, volunteers will be sought first.

**ARTICLE VII – SALARY SCHEDULE**

A. Salary Steps

2019-2020	Increment only.		
2020-2021	Increment plus off-schedule payments as follows:		
	Years of Service	Paraprofessional	Café Aides
	0-2	\$0	\$0
	3-5	\$500	\$250
	6-9	\$750	\$375

	10-15	\$1,000	\$500
	16-20	\$ 1,500	\$725
2021-2022	Implement a new schedule.		
2022-2023	Increment plus 2%.		
2023-2024	Increment plus 2%.		

Employees on staff at the start of the school year shall be paid commencing with the first payroll period in September of each school year.

Paraprofessional Salary Schedule

<u>2019-2020</u>	<u>2020-2021</u>				<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
	<u>Off-Schedule Payment</u>						
<u>0%</u>	<u>Years of Service</u>	<u>Amount</u>		<u>Step</u>			
	<u>0-2</u>	<u>\$0</u>		<u>1</u>	<u>\$15.25</u>	<u>\$15.56</u>	<u>\$15.87</u>
	<u>3-5</u>	<u>\$500</u>		<u>2</u>	<u>\$15.48</u>	<u>\$15.79</u>	<u>\$16.11</u>
	<u>6-9</u>	<u>\$750</u>		<u>3</u>	<u>\$16.36</u>	<u>\$16.69</u>	<u>\$17.02</u>
	<u>10-15</u>	<u>\$1,000</u>		<u>4</u>	<u>\$17.06</u>	<u>\$17.40</u>	<u>\$17.75</u>
	<u>16-20</u>	<u>\$1,250</u>		<u>5</u>	<u>\$17.76</u>	<u>\$18.12</u>	<u>\$18.48</u>
				<u>6</u>	<u>\$18.90</u>	<u>\$19.28</u>	<u>\$19.66</u>
				<u>7</u>	<u>\$19.56</u>	<u>\$19.95</u>	<u>\$20.35</u>
				<u>8</u>	<u>\$20.10</u>	<u>\$20.50</u>	<u>\$20.91</u>
				<u>9</u>	<u>\$21.07</u>	<u>\$21.49</u>	<u>\$21.92</u>
				<u>10</u>	<u>\$21.39</u>	<u>\$21.82</u>	<u>\$22.25</u>
				<u>11</u>	<u>\$21.72</u>	<u>\$22.15</u>	<u>\$22.60</u>
				<u>12</u>	<u>\$22.05</u>	<u>\$22.49</u>	<u>\$22.94</u>
				<u>13</u>	<u>\$22.41</u>	<u>\$22.86</u>	<u>\$23.32</u>
				<u>14</u>	<u>\$22.91</u>	<u>\$23.37</u>	<u>\$23.84</u>

Cafeteria Aides Salary Schedule

<u>2019-2020</u>	<u>2020-2021</u>				<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
	<u>Off-Schedule Payment</u>						
<u>0%</u>	<u>Years of Service</u>	<u>Amount</u>		<u>Step</u>			
	<u>0-2</u>	<u>\$0</u>		<u>1</u>	<u>\$15.00</u>	<u>\$15.30</u>	<u>\$15.61</u>
	<u>3-5</u>	<u>\$250</u>		<u>2</u>	<u>\$15.25</u>	<u>\$15.56</u>	<u>\$15.87</u>
	<u>6-9</u>	<u>\$375</u>		<u>3</u>	<u>\$16.07</u>	<u>\$16.39</u>	<u>\$16.72</u>
	<u>10-15</u>	<u>\$500</u>		<u>4</u>	<u>\$16.73</u>	<u>\$17.06</u>	<u>\$17.41</u>
	<u>16-20</u>	<u>\$725</u>		<u>5</u>	<u>\$17.38</u>	<u>\$17.73</u>	<u>\$18.08</u>
				<u>6</u>	<u>\$18.42</u>	<u>\$18.79</u>	<u>\$19.16</u>
				<u>7</u>	<u>\$19.05</u>	<u>\$19.43</u>	<u>\$19.82</u>
				<u>8</u>	<u>\$19.56</u>	<u>\$19.95</u>	<u>\$20.35</u>
				<u>9</u>	<u>\$20.46</u>	<u>\$20.87</u>	<u>\$21.29</u>
				<u>10</u>	<u>\$20.77</u>	<u>\$21.19</u>	<u>\$21.61</u>
				<u>11</u>	<u>\$21.08</u>	<u>\$21.50</u>	<u>\$21.93</u>
				<u>12</u>	<u>\$21.40</u>	<u>\$21.83</u>	<u>\$22.26</u>
				<u>13</u>	<u>\$21.74</u>	<u>\$22.17</u>	<u>\$22.62</u>
				<u>14</u>	<u>\$22.22</u>	<u>\$22.66</u>	<u>\$23.12</u>

B. Longevity

Paraprofessional members shall receive an annual \$1,000 longevity payment commencing after the completion of 20 years of employment in the District. Cafeteria Aides will receive \$500 commencing after completion of 20 years of employment in the District. This provision shall be retroactive to July 1, 2020. The payment shall be a lump sum in a separate check in the last pay period. Unit members on leave without pay will have such leave prorated. The requirement of uninterrupted service shall not apply to

individuals whose positions have been abolished and who are subsequently recalled form a preferred eligible list.

C. Step Advancement

Employees shall move on the salary schedule on the anniversary dates of their employment. Employees eligible for a step advancement will so notify the Personnel Beginning July 1, 2021, all eligible bargaining unit members shall advance to the next salary step on July 1 of each year. Eligible shall be defined as working 50% or more of the scheduled work days of the bargaining unit's work year.

D. Direct Deposit

All employees shall receive their salary via direct deposit from the District. Employees shall be required to provide the District with sufficient information to establish direct deposit into their bank.

E. Salary

Bargaining unit members shall be paid for a maximum of 185 workdays and six holidays for a total of 191 days. Wages will be annualized and paid on a bi-weekly basis over 21 pay periods.

F. Stipend Positions

A stipend shall be established for employees who work or substitute in the STRIVE program and who have completed 10 hours of related training delineated in Article XII. This stipend will be \$3,700 annually to be paid as part of their regular pay periods. For those paras who are trained and substitute in the STRIVE program the stipend daily rate shall be \$10 per half-day and \$20 per full day of work. If the STRIVE program is renamed, modified or replaced, employees working in the successor program shall receive the stipend.

**ARTICLE VIII – EVALUATIONS**

There will be at least one (1) written evaluation per employee per year. Evaluations will be written by the building principal or other supervisory-administrative designee. (See Appendix C). Copies of evaluations shall be distributed as follows:

1. Personnel File at Central Office.
2. School Office File
3. Employee's Copy

Members of the Chapter will receive their evaluations in an envelope.

**ARTICLE IX – PERSONNEL FILES**

Personnel files for members of this unit shall be maintained in only two locations; i.e., the District Personnel Office and the Main Office of the school building to which the employee is assigned.

Before new material is placed in the files, the employee shall be given a copy with sufficient opportunity to review it. The employee shall have the opportunity to comment on and sign the material. The signature shall indicate only that such materials have been examined.

The only exception to the foregoing shall be confidential employment references. The employee shall have the right to respond to any material filed. Upon reasonable notice, the employee shall be permitted to examine his/her file with a designated administrator and member of the NBTO to act as a witness.

#### **ARTICLE X – EXCESSING PROCEDURE**

- A. Excessing refers to loss of employment due to the elimination of positions.
- B. The following procedures shall be observed in case excessing becomes necessary:
1. Excessing shall be by seniority within the job title. Excessed employees in one job title will have the right to bump those employees less senior in the District from either of the other two job titles provided they have previously held that job title in the North Babylon School District for a period of at least one year of uninterrupted service and are presently qualified for the position.
  2. Separate seniority lists shall be prepared for each of the three job classifications within the unit; i.e., cafeteria aide, library clerk, paraprofessional. Effective July 1, 2005, all employees previously holding the job titles Paraprofessionals and Special Ed. Paraprofessionals shall be merged into a single job title called "Paraprofessionals," and the respective seniority list shall be merged into a single seniority list. Individuals will be placed on the new seniority list based upon the number of years of service, or part thereof, that they acquired within their previous job title as of June 30, 2005.
  3. In the case of several employees hired on the same date for a particular job title, excessing shall proceed in the following manner:
    - a. Seniority in the District shall determine who is excessed.
    - b. Should Criterion 'a' fail, Substitute experience, five years prior to permanent appointment in the North Babylon School District in the job title presently held shall be considered.
    - c. Should Criterion 'b' fail, Substitute experience, five years prior permanent appointment in any job title within the North Babylon School District shall be considered.
    - d. Should Criterion 'c' fail, Substitute experience in another school district, as a paid employee in a similar job title shall be considered.
  4. An excessed employee, including those who do not wish to return to a previously held job title within the District will be placed on a preferred eligible list for the position from which the employee was excessed. Employees shall be so listed for a period of four years. Excessed employees who are offered and accept an available position will thereafter be removed from the preferred eligibility list.

#### **ARTICLE XI – PROTECTION OF PARAPROFSSIONAL/CAFETERIA AIDE EMPLOYEE**

- A. Assistance in Legal Cases  
All employees covered under this Agreement shall be required to report promptly all incidents of assault involving the employee and/or civil actions or criminal proceedings instituted against the employee, arising out of and in connection with the said employee's employment, to the Superintendent of Schools. The Superintendent of Schools shall acknowledge to the said employee, receipt of such report and a copy thereof shall be sent to the attorney for the Board of Education.

The attorney for the Board of Education shall advise the employee of the employee's rights under the law in regard to the particular case, in writing; obtain for the employee relevant information concerning the incident from the building principal, police or other agencies involved. Upon request, the said attorney shall accompany the employee in court appearance and shall also advise the said employee during the course of the investigations made by the police or other bodies legally conducting investigations.

B. Legal Counsel

In the situation wherein an employee is acting within the scope of the employee's employment and when any action arises out of an assault upon said employee or from disciplinary action taken by said employee against the student, the Board agrees to provide legal counsel for the said employee.

Where an employee is required by the District to appear at a court or administrative agency, the said employee shall be given reasonable prior notice, and shall be entitled to consultation with the school attorney or the attorney for the school's insurance carrier prior to the said appearance.

C. Specific Charges

Any specific charge made by a student, parent, or other person to any member of the administrative or supervisory staff will be called promptly to the attention of the party concerned.

D. Workers' Compensation

In the case of a documented job related injury, where the workers' comp mandatory waiting period is not reached, then the District shall not charge sick time.

## **ARTICLE XII – EMPLOYEE TRAINING**

Tuition costs, course costs, workshop and/or inservice costs when approved and mandated by the Board will be paid in their entirety by the Board.

The District and the NBTO will cooperate in planning appropriate activities for members of this Chapter on Staff Development Day. Attendance at Superintendent's Conference Day will be mandatory. Each employee who attends Superintendent's Conference Day will be compensated for time in attendance at the hourly rate or major fraction thereof, as contained in Article VII; however, no employee shall receive less than his/her normal day's pay. Employees may be required to annually attend additional training programs offered by the District during non-working hours. Each employee who attends additional training programs, at the direction of the District, will be compensated for time in attendance at the hourly rate or major fraction thereof, as contained in Article VII.

Employees who are absent on Superintendent's Conference Day due to illness will be required to furnish a doctor's note for an absence due to illness/family illness. In the event of extenuating circumstances (e.g. taking a child to college, wedding, etc.) an employee may make a written request to the Superintendent or his/her designee to utilize personal days. If granted by the Superintendent or his/her designee, the employee may be required to provide supporting documentation or attestation of the event.

Each employee must sign in and sign out on the appropriate form and at the appropriate place on Superintendent's Conference Day.



Each employee may be required to receive training as mandated according to NYS requirements and District Policy and Regulation. Some examples include CPR, First Aid, training in dealing with Blood-borne Pathogens, Preventing Discrimination and Sexual Harassment and other training in the discretion of the Superintendent of Schools or his/her designee.

The parties recognize that there is a trend toward greater inclusion of special needs children. Employees may be required to provide or assist in the provision of services, such as administration of medication, and emergency assistance (i.e., AED). Toileting and Ergonomics training shall be provided annually to all members who are assigned to classes with severely disabled students who require toileting or assistance moving from different points of the class or school. Employees may be required to receive training for such tasks, at District expense.

#### Training for Stipend Programs

Employees wishing to receive the stipend referenced in Article VII Section F, shall be required to have completed at least ten (10) hours of training approved and arranged for by the District, during non-work hours, without compensation. The District retains the authority to place employees in a stipend program regardless of their willingness to complete the training. These employees will not be eligible for the stipend.

#### **ARTICLE XIII – GRIEVANCE PROCEDURE**

Any member of this Chapter who claims a violation of this Agreement, shall have the right to utilize the grievance procedure herein set forth.

Stage I: The aggrieved shall present his grievance, in writing, to the building principal, where the grievance concerns a matter that is confined to a particular school building. If the grievance concerns a district wide matter, then the grievance shall be commenced at Stage II of the procedure. A grievance shall be presented within forty-five (45) school days of the date the grievant knew, or should have known, of the existence of the grievance, or it shall be deemed waived.

The building principal shall render a determination on the grievance to the aggrieved and the aggrieved's representative, if any, within five (5) working days after the grievance has been presented. The determination of the building principal shall be in writing.

Stage II: In the event that the grievance concerns a district wide matter, the aggrieved may submit a written request to the Superintendent of Schools or said designee for review. The aggrieved's request for review shall set forth the act or condition and the grounds upon which the grievance is based. Within ten (10) working days after the grievance has been received by the Superintendent of Schools, said Superintendent or a designee, shall render a determination on the grievance, in writing.

Stage III: If the grievance is not resolved at Stage II, the aggrieved party may submit the grievance to the Board of Education within five (5) working days after the decision of the Superintendent of Schools is rendered. Within ten (10) working days after submission of the grievance to the Board of Education, the Board of Education or a Committee of Board Members, who shall have the authority to act for the entire Board of Education, shall conduct a hearing on the grievance. Within ten (10) working days after the conclusion of the hearing, the Board of Education shall render a decision on the grievance, in writing.

Stage IV: A grievance which was not resolved at Stage III may be submitted by the aggrieved to an arbitrator who shall be selected and appointed in accordance with the rules of the American Arbitration Association.

The arbitration proceedings shall be initiated by the aggrieved within ten (10) working days after the aggrieved receives the decision of the Board at Stage III. Notice of the initiation of the arbitration proceeding shall be filed with the Superintendent of Schools.

The arbitration shall be held in accordance with the rules of procedure of the American Arbitration Association.

The fees of the American Arbitration Association shall be shared equally by the parties thereto. Should an open hearing be requested, as herein provided, a stenographer shall be employed, the cost of which shall also be borne equally by the parties thereto.

The decision of the arbitrator shall be advisory and shall not be final and binding except as hereinafter provided. The advisory decision of the arbitrator shall be carefully considered in determining the disposition of the grievance.

The Board shall, within fifteen (15) working days of receipt of the arbitrator's advisory decision, communicate to the Organization its disposition of the matter and such disposition shall not be subject to further proceedings of any kind.

In the event that the grievance is concerned with the interpretation, construction or application of any term or provision of this Agreement, the decision of the arbitrator shall be final and binding upon the parties.

No decision rendered under these procedures shall be contrary to or inconsistent with or shall modify or vary in any way the terms of this Agreement and of applicable law or rules and regulations having the force and effect of law; nor shall any decision be rendered which invokes the discretion of the Board of Education under applicable law except that a decision in a particular case may be rendered as to whether the policy of the Board of Education was disregarded or that the discretion of the Board of Education or the application of Board policy of the application of any term of this Agreement was discriminatory, arbitrary or capricious.

Nothing contained herein shall be construed to deny to any aggrieved or party considering himself or itself aggrieved, any rights under any laws of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.

**ARTICLE XIV – COMPLIANCE WITH TAYLOR ACT (Section 204-a)**

A. §204A. Agreements between public employer/employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.
2. Every employee organization submitting such written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE XV – TERM OF AGREEMENT**

- A. This Agreement and all its provisions shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2024.
- B. In the event any other provisions of this Agreement are or shall at any time be found or determined to be contrary to law, then such provision shall not be applicable or the terms thereof be in force, except to the extent permitted by law.
- C. In the event any part or provision of this Agreement as provided in subparagraph B shall be illegal, and either party desires a substitute provision hereto, the same shall be submitted to the other party and shall be subject to appropriate negotiations as herein provided. However, this Agreement cannot be changed or modified unless by mutual consent of both parties.
- D. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- E. The District and the NBTO shall share in the cost of printing of this Agreement.

**ARTICLE XVI – ARREST NOTIFICATION**

Employees shall be required to immediately notify the Superintendent, in writing, of their arrest.

Dated:

FOR:

NORTH BABYLON PARAPROFESSIONAL/  
CAFETERIA AIDE CHAPTER

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President, NBTO

\_\_\_\_\_  
President Para/Cafeteria Aide Chapter

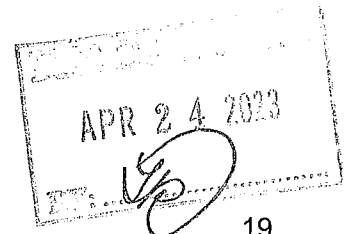
FOR:

NORTH BABYLON BOARD OF  
EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
District Clerk

\_\_\_\_\_  
Superintendent



[Intentionally left blank]

Appendix A

# NORTH BABYLON UNION FREE SCHOOL DISTRICT

## ABSENCE REQUEST

**INSTRUCTIONS:**

1. This form is to be used for an absence request due to **personal business, vacation** and a **leave of absence**. Do **not** request more than one type of absence on the same request form. This form is to be completed by all employees except NBTO members.
2. To request an absence for **personal business**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **personal business absence** request shall have prior authorization of either the Superintendent of Schools or a designated representative(s), in accordance with the district's administrative regulations.
3. To request an absence for **vacation**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **vacation request** shall have **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative.
4. To request a **leave of absence**, complete all necessary information and submit the request to the unit administrator **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative. Include an explanation of the reason for the requested leave of absence.

Employee Name _____			
Last	First	Middle	
Position _____	School / Location _____	Date _____	

<b>Type of Absence Requested:</b> (Check one and complete appropriate section)		
_____ Personal Business	_____ Vacation	_____ Leave of Absence
<b>Is a Substitute Needed</b> _____ Yes    _____ No		

<b>PERSONAL BUSINESS REQUEST:</b> I hereby request the following date(s) of absence(s) to conduct personal business that cannot be conducted at any other time beyond the daily work days
Number of personal days requested _____
Dates of absence requested _____

<b>VACATION REQUEST:</b>
Number of vacation days requested _____

Employee Signature _____	Date: _____
--------------------------	-------------

<b>LEAVE OF ABSENCE REQUEST (UNPAID)</b>	
<b>UNIT ADMINISTRATOR AUTHORIZATION/RECOMMENDATION</b>	
_____ APPROVAL RECOMMENDED	_____ APPROVAL NOT RECOMMENDED
<b>COMMENT:</b> _____	
Administrator Signature: _____	Date: _____

<b>SUPERINTENDENT APPROVAL (OR DESIGNEE)</b>	
_____ ABSENCE APPROVED	_____ ABSENCE NOT APPROVED
<b>COMMENT:</b> _____	
Signature: _____	

Appendix B

NORTH BABYLON UNION FREE SCHOOL DISTRICT

PARAPROFESSIONAL/CAFETERIA AIDE PERSONNEL EVALUATIONS

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

JOB TITLE: (Circle One) Paraprofessional, Library Clerk, Cafeteria Aide

LENGTH OF TIME IN JOB TITLE \_\_\_\_\_ YEARS IN NO. BABYLON \_\_\_\_\_

EVALUATION PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Key:           U – Unsatisfactory                           N – Needs Improvement  
                  S – Satisfactory                                 N/A – Not applicable

I. PERFORMANCE OF DUTIES	U	N	S	COMMENTS
A. Dependability				
B. Profits from suggestions and recommendations				
C. Positive effort to cooperate with: - Students - Parents - Staff				
D. Job Interest				
II. ATTENDANCE				
A. Punctuality				
B. Record of Attendance				
III. PERSONAL QUALITIES				
A. Appearance				
B. General Rapport				
C. Initiative				

IV. GENERAL COMMENTS & RECOMMENDATIONS \_\_\_\_\_

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

Building Principal \_\_\_\_\_ Date \_\_\_\_\_

This evaluation was reviewed on \_\_\_\_\_ Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

Building Principal copy  
Employee's copy  
Personnel File

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

**DESIGNATION OF DEATH BENEFIT BENEFICIARY**

I, \_\_\_\_\_, hereby designate  
(Print Full Name)  
the following person(s):

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

to be the beneficiary of my death benefit in accordance with ARTICLE II, Section F of the  
Paraprofessional/Cafeteria Aide Contract.

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (Witness)

\_\_\_\_\_ (Date)

**See reverse side for naming beneficiary.**

Form to be completed in triplicate.

Cc: Business Office  
Personnel File  
Employee Copy

## Appendix D

### *NAMING THE BENEFICIARY*

It is important that your beneficiary designation be clear so that there will be no question as to your meaning.

The following are the most common designations:

John Doe, Husband, (NOT Mr. John Doe).  
John Doe, Husband, if living, otherwise to Joseph W. Doe, Son.  
John Doe, Husband, if living, otherwise to Jane Doe, Daughter and Joseph W.  
Doe, son, in equal shares, or to the survivor.  
Estate of Insured.

If you name more than one beneficiary with unequal shares, please show the amount to be paid to each beneficiary in fractional parts; for example, "1/3 to Mary Jones, Mother, and 2/3 to John Jones, Husband."

Please state age and relationship of each beneficiary. If the beneficiary is not related to you either by blood or marriage, insert the words, "Not Related" and state address of beneficiary.

This form must be made out in triplicate and the signature must be in ink. Do not erase. If corrections are necessary, line out the error and initial the correction.



NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

PARAPROFESSIONAL/CAFETERIA AIDE CHAPTER

SICK LEAVE BANK CONTRIBUTION FORM

In accordance with Article II, Section A, of the contract, I would like to contribute one (1) day of my sick leave entitlement to the Sick Leave Bank for the Paraprofessional, Cafeteria Aide Chapter of the North Babylon Teachers' Organization. I understand that this contribution reduces my sick leave entitlement for each school year by one (1). This application shall be irrevocable until the following June 30, at which time it is automatically renewable for another year unless written notice to revoke the application is given to the Assistant Superintendent for Personnel during the month of June.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date

\_\_\_\_\_  
Central Office Approval

\_\_\_\_\_  
Date

Submission Date: At the time of employment, or during the month of June for those wishing to participate.

Appendix E

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

PARAPROFESSIONAL/CAFETERIA AIDE CHAPTER

Sick Leave Bank Utilization Form

In accordance with Article II, Section B of the Paraprofessional/Cafeteria Aide contract, I hereby request to withdraw \_\_\_\_\_ days from the sick bank.

I have exhausted all of my sick days and have waited the required five (5) days.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date

Assistant Superintendent Approval

\_\_\_\_\_  
Date

Appendix F

NORTH BABYLON UNION FREE SCHOOL DISTRICT

***VOTE/COPE PAYROLL DEDUCTION***

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

I hereby authorize the North Babylon School District to deduct from my final regular paycheck in June the sum of [ ] \$5; [ ] \$10; [ ] \$15; and to forward that amount to VOTE/COPE, P.O. Box 5190, Albany, New York 12205.

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to VOTE/COPE are not conditions of membership in any labor organization or of employment with the school district and the VOTE/COPE will use the money it receives to make political contributions and expenditures in connection with federal, state, and local elections. This authority shall remain 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 15 of any given year.

Signature \_\_\_\_\_ Phone# \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Date \_\_\_\_\_

NOTE: Contributions to Vote/Cope are not deductible as charitable contributions for Federal income tax purposes.

Appendix G  
NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

The North Babylon Union Free School District hereby advises students, parents, employees and the general public that it offers employment and educational opportunities, without regard to sex, race, color, national origin or handicap. Inquiries regarding this non-discrimination policy may be directed to:

Title IX Coordinator & Section 504 Coordinator  
Five Jardine Place  
North Babylon, New York 11703

In each District Building, Title IX and 504 Grievance Procedures are available that provide for prompt and equitable resolution of complaints alleging discrimination based upon sex or handicap.

\* \* \* \*

Affirmative Action/Equal Opportunity Employer

## Appendix H