

AGREEMENT

by and between the

BOARD OF EDUCATION

of the

**MAMARONECK UNION FREE
SCHOOL DISTRICT**

and the

CSEA LOCAL 1000 AFSCME

AFL-CIO WESTCHESTER LOCAL 860

MAMARONECK TEACHER AIDES UNIT

JULY 1, 2017 — JUNE 30, 2024

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PREAMBLE

The Agreement is made pursuant to Article 14 of the Civil Service Law.

ARTICLE I – RECOGNITION

1. AGREEMENT

The Board hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Mamaroneck Teacher Aides Unit as the exclusive representative of the unit composed of Teacher Aides employed by the Board, excluding, however, per diem Aide substitutes, for the purpose of representing said employees in negotiations and in the settlement of grievances, as provided in Article 14 of the Civil Service Law.

2. BOARD RESPONSIBILITY

Nothing contained herein shall be construed to prevent the Board or its officers from the discharge of their duties and responsibilities in accordance with Section 1709 of the New York State Education Law. Nothing in the Agreement is to be construed as in conflict with existing policies or procedures of the Board of Education of the Mamaroneck Union Free School District unless such policies or procedures have been specifically altered by the terms of this Agreement.

3. NEGOTIATION PROCEDURE

Beginning not later than April 1 of the calendar year during which this Agreement expires, the Board agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning employees' wages, hours, and other conditions of their employment.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.

The Association shall print and distribute copies of the Collective Bargaining Agreement to all its members.

4. STRIKES AND OTHER ILLEGAL ACTIVITIES

During the term of the Agreement, the Association shall not cause or sponsor, and no employee shall cause or participate in any strike, work stoppage or other illegal activity directed against the Board or School District.

5. DUES DEDUCTION/AGENCY SHOP

The Board shall collect dues of members of the Association, on behalf of the Association, by a system of authorized dues deductions. Teacher Aides shall sign and file dues deduction cards for this purpose with the Board.

The dues deduction cards will remain effective until withdrawn by the Teacher Aide or until Teacher Aide's employment with the Board terminates.

On or before September 15 of each year, the President of the Association shall inform the Assistant Superintendent for Business Operations, in writing, of the exact amount of dues to be collected for each membership category. Dues deduction will begin as soon as the dues deduction card is received by the Board, at the assigned CSEA rate.

The Association agrees to indemnify and hold the Board harmless in connection with all aspects of the dues deduction.

A qualified Agency Shop is in effect in the District, provided the same is lawful under applicable law. By qualified, the parties mean that the CSEA may charge all persons in the unit who do not voluntarily join the CSEA a sum equal to his/her pro rata share of the costs of negotiating with respect to the agreement or renewal of, the handling of grievances and other work of the CSEA that concerns the contract and the salary, hours, and conditions of employment in the CSEA unit. The Association will hold the Board of Education harmless with respect to any claim or liability related to Agency Shop payment. The Board will deduct from the wages of employees who are members of the CSEA union dues and remit such deductions to the CSEA, Inc., Albany, New York provided appropriate written authorization to this effect is received by the Board. The Board agrees to deduct from the salary of an employee who is not a member of the CSEA, but who is represented by the Association for the purposes referred to above, an Agency Shop fee in the amount specified above. An amount equal to the amount of dues payable by an Association member is to be transmitted to the CSEA, Inc., Albany, New York in the same manner and form as Association membership dues are transmitted.

The CSEA will retain an appropriate portion of the amount paid by non-members, so that there can be a refund to non-members of their pro rata share of any expense or cost for any use other than those previously mentioned. It shall be the responsibility of each non-CSEA member to file the necessary documentation with the CSEA before each individual receives a refund. Deduction for such employees hired after the effective date of this Agreement shall be made starting with their first pay day.

ARTICLE II - DEFINITION OF TERMS

DEFINITION OF TERMS

The terms used in this Agreement shall have the respective meanings set forth in the paragraphs below:

1. Association means Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Mamaroneck Schools Teacher Aide Unit.
2. School year means the time period defined by the Board of Education, in accordance with State Law.
3. School District or District means the Mamaroneck Union Free School District, Town of Mamaroneck, Mamaroneck, New York.
4. Board of Education or Board means the trustees, constituting a corporate entity, of the Mamaroneck Union Free School District of the Town of Mamaroneck.

5. Superintendent or Superintendent of Schools means the chief administrative officer of the District or his/her designee(s).

ARTICLE III - CONDITIONS

1. WORK WEEK

Each teacher aide shall be notified, in writing, of his/her assignment and number of hours per week to the extent possible by the Building Principal or his/her designee on or about August 1st. The foregoing shall not be subject to the grievance procedure contained in this agreement. The foregoing shall not impede upon the District's management right to reassign staff based upon District need.

Each aide shall be notified, in writing, by the Superintendent or his/her designee, as soon as possible, but no later than one week following the October Board of Education Meeting of his/her assignment and number of hours per week.

2. WORK YEAR

The work year is the teachers' school calendar including two (2) Superintendent's Conference Days annually and snow days, if applicable. Notification of which Superintendent's Conference Days to be worked will be communicated to members of the unit by the Superintendent of Schools or their designee prior to September 1 of each school year.

3. DISMISSAL CONFERENCE

An employee dismissed for cause shall have the right to request a meeting with the Superintendent or his/her designee to review the dismissal. The request shall be made within five working days of the notice of dismissal; the meeting shall be held within ten working days of the request, and a decision will be made five working days after thereafter. In the case of the aide who has been employed in the District for at least one (1) consecutive year, the aide may request a final determination by writing to the Board of Education within five working days after the dismissal decision. After receiving such a request, the Board of Education will respond within ten (10) working days after the next regularly scheduled Board of Education meeting either by official Board action or in writing. The employee will not receive salary during the dismissal review. In the event that an aide is reinstated, the salary shall be retroactive to the date of dismissal. The dismissal shall not be subject to the grievance procedure in this Agreement except that failure to follow the process provided for in this Article shall be subject to the grievance procedure.

4. ACCIDENTS

Teacher Aides are covered by the New York State Workers' Compensation Law. If an employee is injured at school, or while on duty in a school sponsored activity, he/she should report the injury immediately to his supervisor, who will send a report on the State Workers' Compensation form to the Superintendent of Schools or his/her designee. This report is forwarded to the State Workers' Compensation Board.

5. STUDENT ESCORTING

In the absence of an emergency situation, it is understood and agreed that no teacher aide shall be required to escort classes to and from any specialist i.e. art, music, physical education, library program location or the cafeteria without the presence of a teacher.

ARTICLE IV - PERSONNEL

1. SNOW DAYS

On days when school is closed due to inclement weather or an emergency, employees will be paid their regular daily rate of pay.

The above includes delayed openings.

In the event that the students do not report to school, and schools are closed because day(s) set aside as snow make-up day(s) are not needed, all Teacher Aides shall receive the day(s) off with pay. Teacher Aides will be paid their regular daily rate of pay and shall be paid only for the first two (2) of these days per year.

2. EMPLOYEE ABSENCES

(a) Bereavement Leave - Employees shall be allowed up to five (5) days of absence on the occasion of death of spouse, children, parents, brothers, sisters, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, step parents, step children or death of grandparents or grandchildren of self or spouse or other relative living in the same household.

(b) Absence for Jury Duty - Any employee who receives a call for jury duty should notify the appropriate personnel.

Subject to the requirements of law, employees must request adjournment to a time when they are not working. Employees shall be required to submit evidence of said adjournment request by providing the District with a copy of such request, in addition to a copy of the jury summons.

Employees commencing jury duty service who are thereafter excused from jury duty, must submit a record of their time spent on jury duty to the District. Moreover, in the event said employees are excused from jury duty for all or part of the day, said employees must report for work at their assigned location. Employees who are absent from jury duty for any reason must report their absences in the same manner as if they were working.

Subject to the foregoing, jury duty service shall be considered an excused absence for which an employee will receive his/her regular salary. Any absence for jury duty shall not be deemed part of the sick leave provided for in the sick leave policy, or part of personal leave time.

(c) Personal Leave - The Superintendent is authorized by the Board of Education to excuse employees, without deduction of pay, for a total amount of time not to exceed two days in any school year for reason of personal business such as:

- (1) Closing title to a home
- (2) Moving from one residence to another
- (3) Required appearance at any legal proceeding
- (4) Required appearance at any state, county or federal office
- (5) Visiting a college when first entering a son or daughter
- (6) Attending the college graduation of a son or daughter
- (7) Attending the wedding of a member of the immediate family
- (8) Marriage of the employee

- (9) Birth of child
- (10) Observance of established religious holidays as required by the obligations of one's faith
- (11) Attendance at a professional meeting
- (12) If emergency circumstances beyond an employee's control, such as impassable roads and unavailable transportation, deprive an employee of any means of reaching school, his absence may be excused, and he is asked to notify the Office of the Superintendent of Schools between 8:00 a.m. and 8:30 a.m.
- (13) Illness in the immediate family - "immediate family" shall be mother, father, sister, brother, son, daughter, spouse (of employee or spouse)
- (14) Doctor's appointment

All requests for personal leave shall be submitted electronically to the office of Human Resources at least two (2) weeks in advance, except in cases of emergency

All requests for personal leave for the day preceding and following the holiday or recess period must be substantiated by a written statement from the employee and submitted to the Superintendent of Schools or his/her designee for approval.

Employees shall be docked for those days where such approval is not secured. Unless the employee presents a written statement prior to the absence taken and approval is secured, deductions will be made prior to the Superintendent of Schools or his/her designee's decision. If approval is granted, the employee will be reimbursed.

In the event that a unit member does not use his/her personal leave days, he/she shall be eligible to carry-over into the next school year any unused personal leave days, up to a maximum of two (2). In no event shall an employee have more than four (4) accumulated personal leave days in any school year.

(d) Unexcused Absences - Each day of unexcused absence on the part of an employee of the School District will result in the employee not being paid for that day. By the District taking such action, it does not waive its right to take disciplinary action against the employee in accordance with applicable law.

3. PAYROLL

Unit members shall receive an annualized salary based on twenty-four (24) paychecks each fiscal year. Payment shall be made in twenty (20) equal installments September through June, issued bi-monthly on or about the 15th and the last business day of each month, totaling 20/24 of the of 20/24 of annual salary and one check with 4/24 of the annual salary paid on June 30th.

In the event an employee works beyond his/her regularly assigned daily hours, he/she shall be responsible for submitting payroll data sheets, as approved by the immediate supervisor.

The District and CSEA will meet annually to agree upon the number of days that will be worked in subsequent school years for purposes of calculating future salary annualization.

Effective June 4, 2019, the District shall have the unilateral right to implement Direct Deposit for payroll purposes for all unit members.

4. SICK LEAVE POLICY

Members of the Association shall be entitled to nine (9) sick leave days per year, with pay, cumulative to one hundred (100) days. A medical certificate signed by a registered physician will be provided, if requested, for any reported illness. Sick leave days may be used in the case of an illness of an immediate family member who lives in the employee's household. The same procedure shall be in place for those Association members who utilize his/her sick leave days due to an illness in the immediate family.

In the event the District determines that a unit member has demonstrated a misuse of sick and/or personal leave, the following procedures shall be available for use by the District:

(a) Step 1: The Administrator for Personnel will meet with the unit member and union representative and discuss the nature of the misuse. In addition, the unit member shall be referred to the Employee Assistance Program.

(b) Step 2: If the problem persists, the Administrator for Personnel shall again meet with the unit member and union representative and discuss the nature of the misuse. In addition, the Administrator for Personnel may at his/her sole discretion, which discretion shall not be able to be appealed or grieved in any way whatsoever, require said unit member to substantiate further use of sick days by supplying medical records of his/her physician, and his/her physician's note for a maximum of the next twelve (12) months or as determined by the Administrator for Personnel, and/or require the unit member to substantiate all further requests for personal leave by submission of a written statement setting forth the reasons underlying the personal leave request for a maximum of the next twelve (12) months or as determined by the Administrator for Personnel.

(c) Step 3: In the event the leave misuse persists, the Administrator for Personnel shall have the authority to require the attendance of the unit member and a union representative at a conference to review such leave misuse. At such conference the unit member will be given an opportunity to explain and defend the alleged leave misuse and if such explanations and defenses are found to be unsatisfactory by the Administrator for Personnel, all or some of the following may, at the discretion of the Administrator for Personnel occur:

- i. Said unit member may be suspended without pay for such day(s) as the Administrator for Personnel shall determine. Said days are not to exceed a total of seventeen (17) days in any one year, and/or
- ii. A written determination shall be issued by the Administrator for Personnel and shall include a formal reprimand, and/or
- iii. Said unit member may lose the ability to advance a step on the salary schedule, as the Administrator for Personnel shall determine.

(d) There shall be no ability to grieve, arbitrate or appeal any of the provisions contained in Steps 1, 2 and 3 above. With respect to Step 3, however, determinations made under subsection "iii" may be the subject of a grievance in accordance with Article VII within the contract.

(e) Nothing contained above shall prohibit the District from immediately seeking disciplinary action against an employee, in accordance with Civil Service Law, in lieu of following the aforementioned attendance review procedure.

5. RETIREMENT

The Board shall provide Section 75 i (20-year career plan), effective July 1, 1996 and 41 j (credit upon retirement for unused sick leave) of the New York State Employees Retirement and Social Security Law.

6. JOB OPENINGS/POSTINGS

All job openings or vacancies within the unit, which occur during the school year, shall be posted on official bulletin boards in all school buildings located in an area that is easily visible for a reasonable period of time whereby all interested employees may apply. The position shall be given to the most qualified applicant, with seniority as a consideration.

Additionally, any job opening or vacancy that becomes known during the months of July and August, the notice will be forwarded to those employees who leave self-addressed envelopes with the Personnel Office prior to leaving for vacation. Effective on June 4, 2019, vacancies in the School District shall be distributed via email and posted on the District website and employees shall be notified of all such vacancies insofar as it is administratively feasible.

7. SENIORITY

In the event the Board of Education deems it necessary to lay off employees within the bargaining unit, it shall be done according to the inverse order of seniority, i.e. the last employee hired is the first employee laid off. Seniority is determined by the Teacher Aide's date of employment in the District and is considered on a District-wide basis. Where an employee has an interruption of service, the years counted will be those actually worked by the employee as an aide in the District.

Notwithstanding the foregoing, a teacher aide(s) assigned to a special education student and/or special education class and/or a student designated as severely developmentally delayed and who possesses specialized training and skills to effectively meet the students' needs and/or when a change in staffing would have an adverse impact on a special education student said teacher aide(s) shall be identified as protected from a layoff in an upcoming school year. The determination of whether a teacher aide meets the criteria to be identified as protected shall be determined by the special education administration and the building level administration on an annual basis. Once this determination has been made the Union leadership shall be advised of the individuals who meet the above referenced criteria on or before May 20th of each school year.

The above referenced identification shall protect the teacher aide from layoff in the upcoming school year regardless of whether he/she is less senior than another teacher aide. Said identification shall be done annually. In the event a teacher aide no longer meets the criteria above (assigned to a special education student and/or special education class and/or a student designated as severely developmentally delayed and possesses specialized training and skills to effectively meet the students' needs and/or a change of staffing would have an adverse impact on a special education student) he/she shall immediately be no longer identified as protected and subject to any and all layoffs in accordance with the terms of the collective bargaining agreement.

A seniority list shall be provided annually to union leadership on or before the first workday in May. The parties shall meet on or before February 20th, May 20th and October 20th, each school year to ensure the accuracy of the seniority list. If any changes are made following said meetings, an updated seniority list shall be provided to the union. In the event of anticipated layoffs, the District shall meet with union leadership prior to the conclusion of the school year to review the potential layoffs.

An employee recalled to service by seniority must accept the next available Teacher Aide position. If the position is refused, the employee is no longer eligible for recall. Where there are simultaneous vacancies as determined by the District, the recalled aide may select any of the simultaneously available positions.

In the event the Board of Education deems it necessary to reduce the number of hours of employees within the Bargaining Unit, the same procedure shall be followed as described in the first paragraph.

8. DISTRICT-SPONSORED WORKSHOPS

As directed by an administrator, all unit members shall participate in workshops or professional development, including Superintendent Conference Days. When members of the Association are required to attend a District-sponsored workshop or professional development, they shall receive their hourly rate of pay for each hour of their attendance. Each new unit member will be offered and required to attend a training session. There will be one (1) training session in the fall and one (1) training session in the spring.

9. HOLIDAYS

All unit members shall receive nine (9) paid holidays per school year. The Administrator for Personnel, after consultation with the Association President, shall publish annually those holidays to which the unit members are entitled. Said consultation shall not mean that approval or consent by the President is necessary. The Administrator for Personnel shall ensure, to the extent possible that pay for holidays is equally distributed throughout the school year.

Aides shall receive the aforementioned holidays with pay, regardless of the days on which they fall.

10. MATERNITY/PATERNITY LEAVES

Effective June 4, 2019, all Family Medical Leave Act (FMLA) leave shall be calculated in accordance with applicable law. Unit members may use up to 6 weeks of paid sick leave (natural birth) or 8 weeks paid sick leave (caesarian delivery) for leaves of absence due to child care. In the event a unit member has less than 6 or 8 weeks of accumulated sick leave, the remaining leave time shall be on an unpaid basis. Any and all days used shall be counted towards the 12 weeks available to eligible unit members on an annual basis pursuant to FMLA.

11. SUBCONTRACTING SECURITY

Effective July 1, 2018, the CSEA herewith acknowledges that the District has the sole discretion to subcontract security services previously performed by unit members who were assigned as greeters.

ARTICLE V - AGREEMENT PROCEDURE

1. SEPARABILITY

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or one based on a similar state of fact) renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included.

2. IMPLEMENTATION - AS AMENDED BY LAW

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 VI - APPLICATION OF THE BASIC SALARY SCHEDULES

- (1) The salary schedule applies to all personnel.
- (2) The salary schedules shall be attached as Appendix "A."
- (3) There shall be no increases (0.0%) to the salary schedule made during the 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024 school years.
- (4) Effective July 1, 2019, steps 7, 8, and 9 shall be added to the salary schedule as set forth in the annexed schedule in Appendix "A".
- (5) Longevity – Effective July 1, 2020, longevity rate(s) increase in accordance with the schedules (Longevity Payments) attached hereto as "Exhibit A".
- (6) Effective December 31, 2021, Step 1 of the Teacher Aides Unit Salary Schedule shall be adjusted to \$15.00 pursuant to the New York State minimum wage law.
- (7) There shall be no retroactive payment of any kind granted to unit members pursuant to this agreement.
- (8) Eligible unit members actively employed as of June 30, 2017 and as of June 4, 2019 shall receive a one-time payment within thirty (30) days of June 4, 2019 in accordance with the following:
 - a) For the 2018-2019 school year, the newly created 2018-2019 salary schedule shall be adjusted by adding a non-cumulative \$300.00 to each cell of the 2018-2019 salary schedule for all unit members who were regularly scheduled to work between three (3) to five (5) hours per day during the 2018-2019 school year (prorated for those working less than a full school year). Effective June 30, 2019, the \$300.00 non-cumulative payment shall be removed from the 2018-2019 salary schedule and shall no longer be applicable for said unit members;
 - b) For the 2018-2019 school year, the newly created 2018-2019 salary schedule shall be adjusted by adding a non-cumulative \$600.00 to each cell of the 2018-2019 salary schedule for all unit members who were regularly scheduled to work more than five (5) hours per day during the 2018-2019 school year (prorated for those working less than a full school year). Effective June 30, 2019, the \$600.00 non-cumulative payment shall be removed from the 2018-2019 salary schedule and shall no longer be applicable for said unit members;

- c) The above-referenced hourly thresholds shall be based upon the number of hours used to compute each unit member’s annualized salary.

The longevity payments shall be as following:

| School Year | 10+ Years | 15+ Years | 20+ Years |
|-------------|-----------|-----------|-----------|
| 2017-2018 | \$2.04 | \$2.76 | \$3.54 |
| 2018-2019 | \$2.04 | \$2.76 | \$3.54 |
| 2019-2020 | \$2.04 | \$2.76 | \$3.54 |
| 2020-2021 | \$2.09 | \$2.83 | \$3.63 |
| 2021-2022 | \$2.09 | \$2.83 | \$3.63 |
| 2022-2023 | \$2.09 | \$2.83 | \$3.63 |
| 2023-2024 | \$2.09 | \$2.83 | \$3.63 |

- (d) Teacher Aides assigned to a student or students who require special assistance regarding physical needs shall receive an additional \$4.00 per hour. This differential is intended for those aides who, as a part of their regular daily duties, are required to interact physically with students, and this physical interaction is essential to the daily needs of the student. Some examples of this shall include, but should not be limited to the following: helping a child to eat, changing diapers, and/or aiding with toileting, personal hygiene, physically restraining or aiding a student or students as an expected responsibility of the job.

The determination of which positions shall warrant the differential shall be made by the Assistant Superintendent for Student Support Services. Said decision made by the Assistant Superintendent for Student Support Services shall not be arbitrable. Said decision can be grieved up through Level Two.

ARTICLE VII - GRIEVANCE PROCEDURES

1. GRIEVANCE PROCEDURES

A. Definitions

“Grievance” shall mean a claim by an employee or employees that, as to him or them, there has been a violation or discriminatory application of the provisions of this Agreement, except that the term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law, or rule or regulation having the force or effect of law or (2) the Board is without authority to act.

B. Purpose

The purpose of this procedure is to secure equitable solutions, at the lowest possible administrative level, to the disputes which may arise as to matters set forth in Paragraph 1 - "Definitions."

Nothing herein shall be constructed as limiting the right of an employee having a grievance to discuss the matter formally with any appropriate member of the Administration, and having his grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall have the opportunity to be present and to state its views at any level in the Grievance Procedure beyond Level One.

2. FORMAL GRIEVANCE PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. Any formal grievance must be submitted within thirty (30) work days of the events giving rise to the grievance.

A. Level One - An aggrieved person shall first present his grievance (in writing or orally as he may choose) to his principal or immediate supervisor with the objective of resolving the matter informally at which time the aggrieved person:

- 1) May discuss the grievance personally and alone, or
- 2) May be accompanied, at his/her request, by the Association's representative.
- 3) May request the Association's representative to act in his/her behalf.

B. Level Two - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the grievance decision has been rendered at Level One, or within fifteen (15) school days after the grievance was presented at Level One, whichever is sooner. Such grievance shall then be filed by the Association if it desires to process it further with the Superintendent's office within five (5) school days after receiving such written grievance. The Superintendent, or his/her designee, will represent the Administration at Level Two, of the grievance procedure. The Superintendent, or his/her designee, will meet with the aggrieved person or an Association representative in an effort to resolve the grievance; such meeting will take place within twenty (20) school days after receipt of the written grievance by the Superintendent.

C. Level Three - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance has been heard by the Superintendent, the aggrieved person may within ten (10) days after the date of the Superintendent's decision or thirty (30) days after the grievance was heard by the Superintendent, whichever is later, request the Association to submit his grievance to arbitration. If the Association, in accordance with its constitution and by-laws determines that the grievance is valid, it may submit the grievance to arbitration, under the terms hereinafter set forth within ten (10) school days after receipt of such request by the aggrieved person. The parties agree that the selection of the arbitrator shall follow the voluntary rules of the American Arbitration Association.

The arbitrator shall have the authority to hold hearings and make procedural rules not inconsistent with this Agreement. Such hearings shall be held as promptly as practicable after the aggrieved person's request for arbitration, and he shall issue his decision within a reasonable time after the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and evidence are

submitted to him. His/her decision shall be in writing and shall set forth his findings of fact and his award. The Arbitrator shall be without power or authority to alter, amend or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement or the rules or regulations of the Board which were in existence upon the effective date of this Agreement or which were promulgated thereafter but are not inconsistent with the terms of this Agreement.

The cost for the services of the Arbitrator, including per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association. The decision of the Arbitrator shall be final and binding on all parties.

ARTICLE VIII - AGREEMENT PROVISIONS

1. AGREEMENT PROVISIONS

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

2. POLICIES AND REGULATIONS

A. At the start of each school year, a complete copy of all Board policies and administrative procedures as accepted at date shall be placed on file in each Principal's office of each school. Other copies shall be given to the Board members and be available at the Superintendent's office. Any employee is free to consult an available copy of the policies.

It is understood that all Board policies and administrative procedures are available electronically (online) and should be obtained in that manner.

Any employee who cannot access these documents online shall, upon request, be provided with a hard copy.

B. Teacher Aides are directly responsible to their respective building principals, who maintain final authority.

ARTICLE IX – DURATION

The Association and the Superintendent agree to meet periodically during the term of this Agreement to discuss matters of mutual concern, and the Board or its representatives will bring to the attention of the Association at such meetings any contemplated changes which are of mutual concern and interest.

The Agreement will be effective as of July 1, 2017 and will continue and remain in full force and effect until June 30, 2024. The parties agree that no later than April 1, 2024 they will enter into negotiations for a successor Agreement to become effective as of July 1, 2024, this Agreement will continue in effect, until said negotiations for a successor Agreement are completed.

LABOR/MANAGEMENT COMMITTEE

There shall be established a Labor/Management Committee consisting of representatives of both sides who shall meet as mutually agreed upon to discuss items of concern.

HEALTH INSURANCE

At the expense of the employee, all Bargaining Unit employees shall be permitted to buy into a Health Maintenance Organization (HMO) provided by the District at the Group Rate charged to the District. The employee at his/her option shall make payment at the Group Rate through either regularly scheduled payroll deductions or direct payment to the District. The School District will contribute \$100.00 annually towards the health insurance premiums of any bargaining unit member who has chosen to purchase health insurance through the School District. Effective July 1, 2009, the School District will contribute \$250.00 annually towards the health insurance premiums of any bargaining unit member who has chosen to purchase health insurance through the School District.

Effective July 1, 2015, in addition to the above referenced plan, employees shall be provided with the option of enrolling in the Bronze Plan under the same terms and conditions as said above referenced plan. The School District will contribute \$250.00 annually toward the health insurance premiums of any bargaining unit member who has chosen to participate in said Bronze Plan through the District.

ARTICLE X- TIME CLOCKS

In the event that an electronic system is used to monitor attendance, unit members shall be required to register with the electronic system when entering and when leaving the building. The District acknowledges that the primary use of said system is to ensure the safety of its students and staff.

ARTICLE XI – ANNUAL EVALUATIONS

Unit members shall be subject to an evaluation, annually, which shall be conducted by the unit member's supervisor. Unit members shall have the right to respond in writing to said evaluation. Effective June 4, 2019, unit members will have no less than three (3) days from the date of receipt to review, sign and return said evaluation to the unit member's supervisor. In the event the evaluation is not returned within this time frame, the District shall have the unilateral right to place said document in the unit member's personnel file.

ARTICLE XII- OUT OF TITLE

In cases of emergency, unit members shall be compensated at time and a half (1.5) his/her hourly rate of compensation when assigned by a Building Principal as a substitute teacher. Said compensation shall commence only after a unit member substitutes for one-half (1/2) hour, and further payment shall be made according to one-half (1/2) hour time blocks.

Additionally, any teacher aide that is approved by the District to translate in either parent meetings or in written correspondence shall be paid at the rate of \$30.00 per hour when performing these services. It is understood that this same hourly rate shall be paid whether the work is performed during or outside their regular work hours on non-student days.

Notwithstanding the foregoing, in the event an employee is directed by his/her supervisor to perform the above duties during a student attendance day, he/she shall receive no more than the \$30.00 per hour rate.

ARTICLE XIII – PROBATIONARY PERIOD

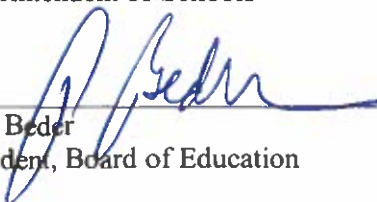
In accordance with Civil Service Law, unit members shall be subject to a one (1) year probationary period. Further, only those unit members with five (5) or more years of service shall be entitled to Civil Service Law Section 75 protections.

FOR THE MAMARONECK UNION FREE SCHOOL DISTRICT



Dr. Robert Shaps
Superintendent of Schools


5/12/22
Date



Rina Beder
President, Board of Education

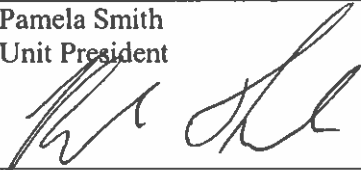
5/12/22
Date

For the CSEA, Inc. LOCAL 860 MAMARONECK TEACHER AIDES UNIT



Pamela Smith
Unit President

5-3-22
Date



Reuben Traite
Labor Relations Specialist

5/11/22
Date

ADDENDUM: FAIR PRACTICES

The Association agrees to maintain its eligibility to represent all employees by continuing to admit employees to membership without discrimination on the basis of race, age, creed, color, national origin, sex or marital status and represent equally, all employees, without regard to membership or participation in, or association with, the activities of any employee organization.

The Board also agrees to continue its policy of not discriminating against any employee on the basis of race, age, creed, color, national origin or sex. Employees have the right to join or not to join any organization for their vocational or economic improvement. Any membership in any organization shall not be required as a condition of employment.

**APPENDIX A
TEACHER AIDE HOURLY SALARY SCHEDULE**

| Step | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|----------|---------|---------|---------|---------|----------|---------|---------|
| 1 | \$14.91 | \$14.91 | \$14.91 | \$14.91 | \$15.00* | \$15.00 | \$15.00 |
| 2 | \$15.53 | \$15.53 | \$15.53 | \$15.53 | \$15.53 | \$15.53 | \$15.53 |
| 3 | \$16.23 | \$16.23 | \$16.23 | \$16.23 | \$16.23 | \$16.23 | \$16.23 |
| 4 | \$17.05 | \$17.05 | \$17.05 | \$17.05 | \$17.05 | \$17.05 | \$17.05 |
| 5 | \$18.76 | \$18.76 | \$18.76 | \$18.76 | \$18.76 | \$18.76 | \$18.76 |
| 6 | \$20.47 | \$20.47 | \$20.47 | \$20.47 | \$20.47 | \$20.47 | \$20.47 |
| 7 | N/A | N/A | \$20.67 | \$20.67 | \$20.67 | \$20.67 | \$20.67 |
| 8 | N/A | N/A | \$20.88 | \$20.88 | \$20.88 | \$20.88 | \$20.88 |
| 9 | N/A | N/A | \$21.09 | \$21.09 | \$21.09 | \$21.09 | \$21.09 |

**Effective 12/31/21, Step 1 is \$15.00 hourly*

TEACHER AIDE LONGEVITY PAYMENTS

| School Year | 10+ Years | 15+ Years | 20+ Years |
|-------------|-----------|-----------|-----------|
| 2017-2018 | \$2.04 | \$2.76 | \$3.54 |
| 2018-2019 | \$2.04 | \$2.76 | \$3.54 |
| 2019-2020 | \$2.04 | \$2.76 | \$3.54 |
| 2020-2021 | \$2.09 | \$2.83 | \$3.63 |
| 2021-2022 | \$2.09 | \$2.83 | \$3.63 |
| 2022-2023 | \$2.09 | \$2.83 | \$3.63 |
| 2023-2024 | \$2.09 | \$2.83 | \$3.63 |