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Title: **New Hyde Park-Garden City Park Union Free School District and New Hyde Park-Garden City Park Teachers Aides Unit, United Public Service Employees Union (UPSEU), (2012)**

Employer Name: **New Hyde Park-Garden City Park Union Free School District**

Union: **New Hyde Park-Garden City Park Teachers Aides Unit, United Public Service Employees Union (UPSEU)**

Local:

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4/17/15

AGREEMENT

between

**THE BOARD OF EDUCATION
NEW HYDE PARK-GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT**

and

**UNITED PUBLIC SERVICE EMPLOYEES UNION
and its
NEW HYDE PARK-GARDEN CITY PARK TEACHERS AIDES UNIT**

July 1, 2012 - June 30, 2017

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ARTICLE I. RECOGNITION

The Board of Education of the New Hyde Park-Garden City Park Union Free School District (hereinafter "District"), hereby recognizes the United Public Service Employees Union and its New Hyde Park-Garden City Park Teachers Aides Unit (hereinafter "Union") as the exclusive bargaining agent for the District's regularly employed full-time and part-time Teacher Aides, and excluding all other District employees.

ARTICLE II. PAYROLL DEDUCTIONS

1. Dues

- A. Payroll deductions will be made for membership dues in the Union upon the written consent, in conformity with law, of any unit employee of the District and will be remitted to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, or its duly authorized agent.
- B. Dues shall be deducted in uniform amounts from each paycheck.
- C. Upon request, the District will provide UPSEU annually with a list of employees who have voluntarily authorized dues deduction for the Union.

2. Agency Fee

The District and Union will comply with all statutory requirements regarding Agency Fee.

3. Insurance

- A. The Board agrees to provide payment for all employees participating in the UPSEU Welfare Fund in the amount of \$89/month. UPSEU Welfare Fund will provide Dental Insurance.
- B. These payments shall be forwarded to UPSEU Welfare Fund no later than the tenth (10th) day of the month following the month of credit for the payment.

4. Hold Harmless

The Union shall indemnify and hold the District harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of actions or inactions taken or not taken by the District for the purpose of complying with any of the provisions of this Article requiring the District to make deductions and to forward same to the Union.

ARTICLE III. CONDITIONS OF EMPLOYMENT

1. Safety

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such hazards should be reported to the building principal.

It shall be the duty of each Teacher Aide to familiarize himself/herself with the District's "Emergency Action Plan," as well as to familiarize himself/herself with procedures to be followed in case of other emergencies.

2. Work Week

A. Full-Time Aide (35 hours per week or more) - 10 month position

(1) Daily Hours - designated by the District.

(2) Work Year - The work year shall be the same as the work year for the New Hyde Park Teachers' Association.

3. Adjusting Start and End Times

Notwithstanding the provisions in paragraph 2 above, the District, by its designee, shall have the right to adjust the starting and ending times of the Teacher Aides, up to an amount of time equal to the change in the starting and ending times of the school day for the students.

4. Lunch

An appropriate lunch period of 45 minutes shall be granted to each full-time employee.

5. Overtime Pay

Monday through Friday inclusive

Beyond thirty-five (35) hours per week - time and one-half (1 1/2) of the regular hourly rate of the employee, Monday through Friday inclusive. However, hours worked at a stipended rate (e.g., bus runs, night time activities) shall not count toward the thirty five (35) hours.

6. Credit for Prior Experience

Credit for prior experience may be granted to an employee new to the unit at the discretion of the District.

7. Holidays

As determined by school calendar.

8. Sign-In Sheet

Unit member will be required to sign in and out of the building.

9. Bus Matrons

In addition to the regular work day, in the District's discretion, unit members may be assigned to serve as bus matrons. Assignments will be in inverse seniority order consistent with District and student needs. In the event bus matrons are needed, the District will seek volunteers from within the unit before assigning members to such duties.

10. After School and Extra-Curricular Activities

In addition to the regular work day, the District may, in its discretion, assign unit members to after school and/or extra curricular activities. The District will seek volunteers from within the unit before assigning unit members to such duties.

11. Superintendent's Conference Days

All employees shall attend a full-day workshop (8 a.m. to 3 p.m.) on or offsite on Superintendent's Conference Days. In the event District transportation is not provided to a workshop held outside of Nassau County, employees shall receive up to ½ hour compensation each way based on the employee's hourly rate for travel to and from the conference, if the time for travel from the employee's home or the District to and from the workshop, whichever is shorter, will extend the employee's day beyond the hours of 8 a.m. to 3 p.m.

ARTICLE IV. GRIEVANCE PROCEDURE

1. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definitions

A. A grievance is a claim by any employee or group of employees in the unit that the District has violated the collective bargaining agreement.

B. The term employee shall mean any part-time or full-time person employed under the conditions of this contract.

C. Aggrieved party shall mean any person or group of persons in this unit filing a grievance.

D. Administrator is the building principal.

E. Chief School District Officer is the Superintendent.

3. Procedures

A. The employee shall attempt first to satisfy his/her grievance by an informal conference with his/her immediate supervisor. The employee shall be informed within a period of five days of the determination of his/her informal grievance.

B. If the grievance has not been satisfactorily resolved by the informal conference, the employee shall request, in writing, a review and determination by the principal. Such a request shall be made to the Principal in writing within 20 working days of when the employee knew or should have known about the complaint, and shall include a specific statement of the grievance. Within five days of the receipt of this statement, the principal shall set a date for the meeting of the parties at the earliest possible opportunity. If the resulting informal conference fails to bring about a resolution of the grievance, the principal shall conduct a hearing and shall send a written report of his findings to all parties concerned within ten days of the completion of the hearing.

C. In the event the employee decides to appeal the decision of the Principal, the employee shall request, in writing, within 15 calendar days after a written report of the Principal's finding, a review and determination by the Superintendent of Schools. Upon receipt of such a written request for a review and determination, the Superintendent shall schedule a hearing to be held not more than five school days from the date of receipt of the request for such a review, with not less than two days' notice to the employee. The Superintendent shall review the record, and shall consider oral and written statements deemed relevant by the parties.

Determination of the hearing shall be made promptly, and in any event, within ten school days from the date of the conclusion of the hearing. Written notice shall be given the employee of such determination.

D. The employee shall have the further right to appeal the decision of the Superintendent to the Board of Education, providing such employee shall direct a written notice of appeal to the President of the Board of Education within a period of ten school days from the date of receipt of the decision of the Superintendent. A copy of the notice of appeal shall likewise be directed to the Superintendent, who shall thereupon forward to the President of the Board all records of the hearing held by him. The Board of Education shall set a date for a hearing, to be held not more than thirty days from the receipt of the Notice of

Appeal and upon not less than five days' notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee or the Superintendent. Both the employee and the Superintendent may appear personally before the Board.

The Board of Education shall render its decision promptly, in any event, not more than thirty days from the date of the conclusion of the hearing and shall notify the employee and the Superintendent in writing thereof.

ARTICLE V. PROTECTION OF UNIT EMPLOYEES

Meetings between officers of the Union and the Superintendent or his/her designee will be held at the request of either side. Where possible, such a meeting will be held within five working days of the date of request to discuss mutual problems. All meetings will be held during non-working hours.

ARTICLE VI. ON-THE-JOB INJURIES

On-the-job injuries must be reported in accordance with the regulations of the District, the insurance company and the Workers' Compensation Board. Employees will be compensated for days absent because of injuries incurred, (and properly reported) on the job as follows:

1. By the District at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of the injury. It is understood that such payment for the days absent shall not exceed the number of days authorized for absence for an on-the-job injury by the Workers' Compensation Board.
2. The number of accumulated sick days will not be reduced because of such payments; and
3. The employee will return to the District any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under No. 1 above; and

4. The employee will retain compensation received from the insurance carrier for days absent (as a result of on-the-job injury) in excess of those for which the District has compensated him/her as in No. 1 above; and

5. The employee shall retain any award granted by the insurance carrier and/or the Workers' Compensation Board in excess of No. 3 above.

Upon recommendation of the Superintendent, the District may require complete examination of an injured employee by a licensed physician at any time following the alleged injury.

ARTICLE VII. INSURANCE

1. Health Insurance

a. The District agrees to remain a participating employer in all options of the Empire Plan with all enhancements for the full-time employee and his/her immediate family. However, notwithstanding the foregoing, the District has the right to change health insurance plans or carriers as long as any new plan is the equivalent or better than the current plan being provided. Part-time employees may receive insurance benefits, provided that each employee is responsible for the prorated cost of his/her benefits and meets Empire Plan eligibility requirements.

b. Health Insurance Premiums. The District shall pay the premiums for individual and dependent coverage for one of the two existing plans selected by the eligible employee, except that all employees shall contribute five percent (5%) of the premium cost or one percent (1%) of the employee's base salary, whichever is less. Effective through June 30, 2014, employees hired on or after July 1, 2002, shall contribute fifteen percent (15%) of the premium cost for individual and/or dependent coverage while on steps 1-5 of the salary schedule; when an employee reaches step 6 or higher on the salary schedule, he/she shall contribute fifteen percent (15%) of the premium cost for individual coverage and twenty percent (20%) of the premium cost for dependent coverage. Effective July 1, 2014, employees hired on or after July 1, 2002 will contribute fifteen percent (15%) of the premium cost for individual and/or dependent coverage, as applicable. Effective as of February 9, 2009, for purposes of this Section only, the phrase hired on or after July 1, 2002 shall include any employee who was hired as a Teacher Aide on or after July 1, 2002 regardless of whether the employee was previously hired or employed by the District in another position. Any individual who was hired by the District before July 1, 2002

in a position other than Teacher Aide, and who was employed by the District as a Teacher Aide as of June 30, 2008 and was enrolled in the District's health insurance plan as of June 30, 2008, shall contribute towards his/her health insurance premiums while a member of the Aides Unit at the rate of five percent of the premium cost or 1% of the employee's base salary, whichever is less, during the period July 1, 2005 through June 30, 2009.

c. Prohibition of Dual Health Insurance Coverage. Employees who are eligible for family health insurance coverage under the Empire Plan through a spouse or other individual, whether through the District or another employer, shall not also be eligible for health insurance coverage through the District. Where this restriction causes a discontinuation of coverage, the employee should review section d, below, to determine whether the employee may be eligible for an insurance buyout.

It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs and to prevent duplication of coverage, not to preclude an individual or his/her dependents from health insurance coverage. Therefore, nothing contained in this provision shall preclude an employee from re-entering the District's health insurance plan at any time consistent with the State Health Insurance Plan rules when (s)he is no longer eligible for coverage under another person's health insurance plan (e.g., upon death of a spouse, divorce). Nor shall this provision be applied if its effect would be to leave the employee's children uninsured by reason of how custody and support issues have been determined by a court of law.

An employee who is eligible for health insurance coverage through another source must provide the District with information about that other coverage by each September 15, so that the District can determine the employee's eligibility for continued health insurance coverage. Employees shall notify the District of any changes in their health insurance coverage that may affect their eligibility under the District's plan.

Notwithstanding the preceding, the District will comply with any State Health Plan requirements regarding dual coverage.

d. Health Insurance Declination. Each July 1, a unit employee may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination, a full-time unit employee will receive a bonus equal to one-half the savings to the District but no more than seven hundred fifty dollars (\$750) if the unit employee declines individual coverage and

one thousand five hundred dollars (\$1,500) if the unit employee declines family coverage. If a full-time unit employee who currently has family coverage switches to single coverage, the unit employee will receive a bonus equal to seven hundred fifty dollars (\$750) on the anniversary date of this declination. The unit employee may elect to reinstitute coverage prior to the end of the year with the consent of the carrier, but the unit employee shall not be eligible for the bonus unless the declination is in effect for one year. Effective July 1, 2002, this sum shall be increased to 25% of the premium savings to the District, provided that eight or more unit members opt for the declination and do not re-enter the health insurance program during the course of the school year. An employee who declines health insurance coverage through the mandatory non-duplication provision shall be entitled to the same health insurance declination payment. The declination shall be paid in a separate check. In order to be eligible for this declination, the employee must certify and submit documentation showing that he/she has health insurance through a source other than the statewide option of the State Health Plan.

e. Notwithstanding the preceding paragraphs c. and d., the District will implement NYSHIP Policy Memorandum 122r3 unless and until it is finally vacated or set aside by a court or other adjudicatory body. In that event, the preexisting terms and conditions of employment affected by NYSHIP Policy Memorandum 122r3 will be reinstated as soon as is permitted by applicable laws, rules and regulations.

f. Retiree Health Insurance Coverage. The District shall contribute 50% of the premiums for individual and 35% of the premiums for dependent health insurance coverage for employees on the District's payroll as an Aide before June 30, 2002 and who have completed fifteen or more years of service in the District. Retirees who are eligible for health insurance coverage under the Empire Plan through a spouse or other individual, whether through the District or another employer, shall not also be eligible for retiree health insurance coverage through the District. Employees hired on or after July 1, 2002, shall not be eligible for retiree health insurance coverage.

2. Disability Insurance

The District shall provide New York State disability insurance.

3. Life Insurance

From July 1, 2005 through June 30, 2009, a \$5,000 term life insurance policy shall be provided to each full-time Teacher Aide who is a member of this unit, with an insurance company selected by the District, with the premium therefor to be paid by the District.

ARTICLE VIII. SECTION 125 PLAN

The District shall maintain a Section 125 Plan for Article VII health insurance contributions.

ARTICLE IX. ARMED FORCES SERVICE CREDIT

Employees who have served in the Armed Forces of the United States shall be entitled to veterans' credits as provided under the law.

ARTICLE X. RETIREMENT

Benefits of the New York State Employees' Retirement System, as described in Section 75-1 (noncontributory) are available to all eligible members.

ARTICLE XI. ABSENCES

1. Personal Illness

Ten (10) school days' absence without salary deduction shall be permitted annually for purposes of personal illness (other than injury sustained while performing scheduled duties). A part-time employee on annual salary is allowed ten (10) pro-rated days.

All school personnel, absent for a period of four (4) consecutive days or more because of illness shall be required to present a doctor's certificate to Superintendent of Schools. An employee who has used all his/her sick days for the year, with permission of the Superintendent, may make use of unused business days for that year as additional sick leave days.

Unused days shall be cumulative without limit and as accumulated are to be utilized for the purpose of illness only. Absence on school days beyond credited days will result in a deduction in salary equal to the usual number of hours worked per day by the employee, times the hourly rate.

Employees are on notice that in the event of a pattern of absences, i.e., Monday-Friday syndrome, the District may require a doctor's note. Prior to implementing a requirement that an employee produce a doctor's note in the event of a pattern of absences, the District shall provide the employee with written notice and, upon request by the employee, a meeting shall be held with the employee and his/her union representative.

2. Contagious Disease

If a child in the Teacher Aide's classroom had a contagious disease, as defined below, and the child came to school during the incubative (contagious) phase of the disease and the Teacher Aide contracts the disease during the normal incubation period, upon submission of documentation of the absence satisfactory to the District, the Teacher Aide will be paid for the absence resulting therefrom without it being charged to personal illness days. For purposes of this subsection only, "Contagious disease" includes chicken pox, conjunctivitis, Fifth disease, measles, mumps, pertussis, rubella and scarlet fever.

3. Quarantine

Employees absent by reason of quarantine imposed by doctor's order due to illness caused by a contagious disease of a resident member of a household will submit a doctor's certificate explaining the order. Absence will be approved for duration of quarantine. The Superintendent of Schools shall receive medical certification of the employee's physical ability to perform his/her duties prior to the time the employee returns from this absence.

4. Medical Examinations

Medical examinations are held on school time.

5. Business Days

A maximum of two (2) days for the purpose of personal business shall be allowed each school year. A part-time employee on annual salary is allowed two (2) pro-rated days. Application for such leave shall be made to the Superintendent on the attached form, and when practicable, shall be submitted at least two (2) days prior to the day or days requested. The Superintendent shall have the authority to accept or reject the request.

Unused business days shall be contributed to the sick leave bank in accordance with section 9 below.

6. Jury Duty

Notice of jury duty must be submitted to the Superintendent. Days absent for jury duty will not be charged against either sick days or business days. Employees will be paid in full by the District. Employees shall request on-call jury service where it is available. The employee will submit to the District any per diem fee received from the court for jury service.

7. Court or Governmental Agency Appearance

The number of days necessary will be allowed without loss of pay when the employee's attendance is at the request of or on behalf of the District.

8. Bereavement Leave

The District shall allow up to three (3) days for bereavement leave for an employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or any relative residing in the personal household of the employee. The Superintendent in his/her sole discretion, may grant an employee up to an additional two days of bereavement leave. The Superintendent's exercise of discretion shall be non-grievable and shall not be subject to Article IV (Grievance Procedures) or PERB or judicial review.

9. Child Bearing and/or Child Rearing Leave

A. Child-Bearing

1. A Teacher Aide who is medically unable to fully perform the role of the Teacher Aide due to pregnancy or a pregnancy-related illness may utilize sick leave provisions in the same way as any other Teacher Aide who is ill.
2. The Superintendent of Schools shall receive the required medical certification of the Teacher Aide's physical ability to perform her duties prior to the time the Teacher Aide returns from this leave.

B. Child-Rearing Leave

1. The District shall grant Teacher Aides a child-rearing leave of absence upon written notification to the Superintendent of Schools at least two (2) months before the leave is scheduled to begin. The leave of absence shall be without pay and the step increment will not accrue. The leave shall commence and end at a date mutually agreed upon by, the District and the employee. In the event of a disagreement as to when the leave shall end, the Teacher Aide shall return at the start of the next semester. In the event of a disagreement as to when the leave shall start, the leave shall begin not later than the time that the individual is physically unable to perform her duties.
2. A child-rearing leave may be extended up to two (2) full years and the Teacher Aide shall return on the date immediately preceding the opening day of school or any date mutually agreed upon by the District and the Union.
3. Child-rearing leave may begin prior to the birth of the child.
4. Child-rearing leave may be utilized for adoption of children up to school age.

C. Returning From Leave

1. All benefits and rights accumulated prior to the effective date of the leave of absence shall be resumed upon return to service except that this will not conflict with other portions of the contract.
2. Seniority and salary increments shall not accrue to persons on child rearing leave.

10. Sick Leave Bank

Any unused business days shall be donated to a sick leave bank. All days in the Bank shall come from unused business days of members of the unit. In the event of a catastrophic illness, a unit member who has exhausted all his/her own business and sick leave time and has been absent for at least 30 consecutive work days may apply to the Bank for additional sick leave. A catastrophic illness is a life-threatening illness or disease, such as a serious case of cancer, stroke or a serious heart condition, but does not include such things as back pain or injury, a broken limb or the flu. The Bank shall be jointly administered by the President of the Union or his/her designee and the Superintendent or his/her designee. Days may be drawn from the bank only upon agreement between the President of the Union and the Superintendent or their designees. The number of days that may be drawn from the Bank shall be in their sole discretion.

ARTICLE XII. SALARY GUIDES

A. Salary:

1. Base salaries will be as set forth below:

School Year	For Employees Hired Prior to 7/1/06	For Employees Hired On or After 7/1/06
2013-2014	\$21,062	\$11,916
2014-2015	\$21,483	\$12,154
2015-2016	\$21,913	\$12,397
2016-2017	\$22,351	\$12,645

Only those employees on the District's payroll as of April 7, 2014 will be eligible for increases retroactive to July 1, 2013. In addition, employees who were actively employed by the District during the 2012-2013 school year and who remain on the District's payroll as of April 7, 2014, will receive a one-time lump sum off base payment, on or before May 16, 2014, as follows:

Employees hired on or after July 1, 2006: \$229
Employees hired prior to July 1, 2006: \$405

2. Part-Time Employees: The full-time salary schedule (35 hours/week) shall be prorated by the number of hours worked.

3. Longevity: Employees will receive a longevity payment effective on the July 1 following completion of the 10th year of service as an Aide in the amount of \$250, an additional \$300 following completion of the 15th year of service as an Aide, an additional \$350 following completion of the 20th year of service as an Aide, and an additional \$350 following completion of the 25th year of service as an Aide. The longevity payment shall be divided into equal payments and paid bi-weekly with the employee's salary. The longevity shall be pro-rated for part-time employees.

4. Bus Matrons: Bus Matron work shall be compensated at a stipended rate of \$20 per bus run. A bus run includes all stops from the time the bus leaves the school from which the Matron and the first student entered the bus until it returns to that school.

5. Extracurricular/After School Activities: Compensated based on employee's regular hourly rate.

6. Night Time Functions. Effective until June 30, 2014, Aides shall be compensated at the stipended rate of \$29.51 per hour for school functions after 6 p.m. Effective July 1, 2014, Aides will be compensated for night time functions at the stipended rate of \$30.18 per hour for school functions that commence after 6:00 p.m.

7. Computer Aide. The District shall pay one Aide a stipend of \$1,000 per year for computer work. The stipend shall be paid over the course of the school year with the employee's salary.

8. AED Resource Person. AED Resource person shall be paid a stipend as follows: \$4 per session for early morning before-school activities,

which run from approximately 7:45 a.m. until 8:05 a.m.; \$12 per session for after-school activities, such as clinics/clubs, which run from 3:00 p.m. until the dismissal of the last child (approximately 4:00 p.m.). Additional compensation may be awarded by the Superintendent in his/her sole discretion and shall not be subject to challenge by the Union or any of its members in an arbitration, court or other administrative proceeding. Any unit member who is paid this stipend, may be assigned as a resource person during his/her normal working hours, should a school nurse not be available to do so. No additional compensation shall be paid for this assignment.

ARTICLE XIII. LAYOFF

In the event an employee is being laid off, he/she may be considered for any vacant aide position for which he/she may be qualified.

ARTICLE XIV. PERSONNEL FILES

Only one personnel file will be maintained for each employee. Other files, such as payroll, hospitalization, etc., will of course be continued.

The employee shall have the right to examine his/her file in the presence of the Superintendent's designee. At the request of the employee, items may be removed from the file for copying by the Superintendent's designee. Under no circumstances may the employee remove the file or its contents from the office.

Derogatory matters will not be entered in an individual's file until the employee has read and signed a copy of the entry. The employee's signature on such record represents only that he/she has read the material, not that he/she agrees with it. The employee may prepare an answer to the derogatory matter for his/her file. If there is a written evaluation of an employee or if the District receives a negative written statement about an employee from either the public or persons within the District, the District shall show the document to the employee before putting it in his/her personnel file. The employee shall have up to five days to sign that the document has been shown to him/her and to submit a written response. If the employee refuses to sign that a document which contains derogatory matters or a negative written statement has been shown to him/her, the District may place the document in the employee's file with a notation that it has been shown to him/her and that the employee refused to sign acknowledging that fact.

Credentials pertaining to an employee's education and service (personal and professional references) prior to his/her employment will be marked confidential and placed on the left side of the personnel folder and may not be inspected by the employee.

ARTICLE XV. REASSIGNMENT

Employees may request reassignment from one building to another. Employees may be reassigned according to Civil Service regulations.

Employees may be reassigned for the good of the District. Under such circumstances, the employee may request and receive an appointment to discuss the matter with the Superintendent.

ARTICLE XVI. UNION BUSINESS

1. Standard procedures will be followed to reserve District facilities for meetings, which must be held during non-working hours.
2. The President of the unit shall be notified of any new annuity company approved by the District.
3. The President of the unit shall be given one copy of the minutes of the public meetings of the Board of Education.
4. The District will provide the President of the unit with a current list of all unit members and their salaries at the beginning of each school year.
5. Space on at least one bulletin board shall be reserved at an accessible place in each school for the use of the Union, for the purposes of posting material dealing with proper and legitimate Union business.

ARTICLE XVII. MUTUALITY OF OBLIGATION

1. 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.
2. All activities connected with this contract, including processing of grievances, shall be conducted during reasonable hours.

3. Present Administrative procedures regarding the presence of unauthorized personnel on school grounds will be maintained.

ARTICLE XVIII. MISCELLANEOUS

1. Unit employees will be entitled to receive annually, a form that lists the employee's accumulated sick and business days.
2. The School District will to offer direct deposit to the unit employees for their paychecks.

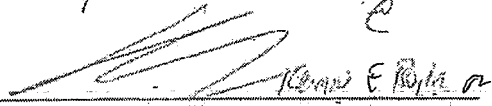
ARTICLE XIX. DURATION

1. The provisions of this contract shall remain in full force and effect until June 30, 2017. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2017.
2. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.
3. The parties expressly acknowledge that during the negotiations which resulted in this contract, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth completely in this contract, and this contract supersedes any and all prior agreements and understandings, whether verbal or written, between the parties.
4. In accordance with Civil Service (Taylor) Law, as amended by Section 204-a-1 and enacted by the 1969 Legislature:

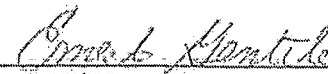
**IT IS AGREED BY AND BETWEEN THE
PARTIES THAT ANY PROVISION OF
THIS AGREEMENT REQUIRING
LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF
LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREFOR,
SHALL NOT BECOME EFFECTIVE**

UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN
APPROVAL.

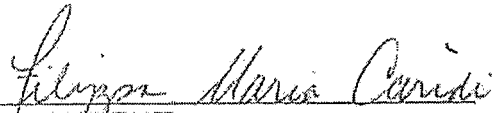
IN WITNESS WHEREOF, the parties hereunto set their hands and seal
this 1st day of May, 2015.



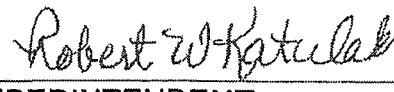
(United Public Service Employees
Union and its New Hyde Park-Garden
Park Teacher Aides)



PRESIDENT
(Board of Education, New Hyde City
Park-Garden City Park Union
Free School District)



PRESIDENT
(New Hyde Park-Garden City Park
Teacher Aides)



SUPERINTENDENT
(Board of Education, New Hyde
Park-Garden City Park Union)

