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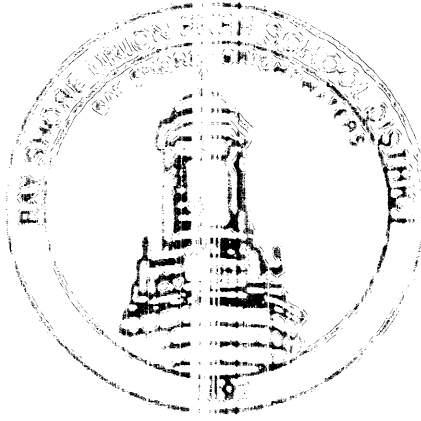
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Bay Shore Ufsd And Bayshore
Paraprofessional Assn



AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

BAY SHORE PARAPROFESSIONAL ASSOCIATION

of the

BAY SHORE UNION FREE SCHOOL DISTRICT

SEPTEMBER 1, 1995 to AUGUST 31, 1996

TABLE OF CONTENTS

ARTICLE ONE - GENERAL PROVISIONS 1

SECTION I. CONTRACTUAL PROVISIONS 1

 A. EFFECTIVENESS 1

 B. MAINTENANCE OF SERVICES -- "NO STRIKE" PLEDGE 1

 C. SEVERANCE, LIMITATION, AND SUPERSEDURE 1

 D. TERM OF AGREEMENT 1

SECTION II. MANAGEMENT RIGHTS 1

SECTION III RECOGNITION 1

ARTICLE TWO - ASSOCIATION BENEFITS 2

SECTION I. AGENCY FEE 2

SECTION II NOTIFICATION OF VACANCY 2

SECTION III MAILBOX/SIGN-IN SHEET 2

SECTION IV. NEGOTIATIONS PROCEDURE 2

 A. NOTICE 2

 B. START OF NEGOTIATIONS 3

SECTION V. DUES DEDUCTION 3

SECTION VI. RIGHT TO REPRESENTATION 3

SECTION VII. UNIT MEMBER INFORMATION 3

SECTION VIII. USE OF FACILITIES 3

ARTICLE THREE - MEMBERS BENEFITS 3

SECTION I. EYE CARE REIMBURSEMENT 3

SECTION II. ADDITIONAL TRAINING 3

 A. MANDATED COURSES 3

 B. IN-SERVICE 3

SECTION III GRIEVANCE AND ARBITRATION 4

 A. DEFINITIONS 4

 B. SCOPE: 4

 C. FIRST PROCEDURAL STAGE: 4

 D. SECOND PROCEDURAL STAGE: 4

 E. THIRD PROCEDURAL STAGE: 5

 F. FOURTH PROCEDURAL STAGE: 5

 G. SELECTION OF ARBITRATOR 5

SECTION IV. HOLIDAYS 5

SECTION V. LEAVES 6

 A. SICK DAYS 6

 B. BEREAVEMENT 6

 C. PAID LEAVE 6

 D. LEAVE, UNPAID 6

 E. WORKERS COMPENSATION 7

SECTION VI. EMERGENCY CLOSINGS 7

 A. PAID DAYS 7

 B. REASSIGNMENT 7

SECTION VII. CLASSIFICATION 7

 A. EVALUATION 7

 B. EVALUATION FORMS 7

SECTION VIII. SENIORITY 7

 A. DEFINITION 7

 B. USE 8

 C. SERVICE RECOGNITION 8

SECTION IX. PERSONNEL FILES 8

SECTION X. PAY DAYS 8

SECTION XI. OVERTIME 8

SECTION XII. WAGES 8

 A. PAY SCHEDULE 8

B. TEACHING ASSISTANT	8
C. E.I.T. FUNDS.....	8
D. ORIENTATION.....	8
SECTION XIII. MILEAGE.....	9
SECTION XIV. COFFEE BREAKS	9
ARTICLE FOUR- AGREEMENT.....	9
APPENDIX.....	10

ARTICLE ONE - GENERAL PROVISIONS

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

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.

B. MAINTENANCE OF SERVICES - "NO STRIKE" PLEDGE

The Association hereby affirms that it will not strike against the District or any other unit of government, assist or participate in any such strike, or impose an obligation upon its members to conduct, assist or participate in such a strike. The term "strike" as herein defined, means any strike or other concerted stoppage of work or slow-down.

C. SEVERANCE, LIMITATION, AND SUPERSEDURE

1. If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members 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 shall continue to be in full force and effect.

2. Where the provisions of this Agreement are in conflict with any other District determination, the provisions of the Agreement shall be controlling. If there are terms and conditions of employment not covered by the Agreement, such shall be subject to the District's authority and control under applicable legislative enactment.

3. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, that this Agreement constitutes the entire agreement of the parties, and, therefore, the parties agree that no additional negotiations of this Agreement shall be conducted on any item, whether contained herein or not, unless specifically provided for or by mutual consent.

D. TERM OF AGREEMENT

This Agreement shall take effect on September 1, 1995 and shall remain in full force and effect through August 31, 1998.

SECTION II. MANAGEMENT RIGHTS

The District is charged by law to have in all respects the superintendence, management, and control of the District. Except as limited herein, nothing contained herein is intended nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the Laws of the State of New York.

SECTION III RECOGNITION

The BAY SHORE UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, COUNTY OF SUFFOLK, NEW YORK (hereinafter referred to as the "District") recognizes the BAY SHORE PARAPROFESSIONAL ASSOCIATION (hereinafter referred to as the "Association") as the sole, exclusive agent of members of the unit covered herein. This unit shall be defined as all Monitors and/or Teaching Assistants, whether engaged in monitoring, clerical, aiding, or teaching assistant duties employed for 4 1/2 hours or more per week and less than 40 hours per week. Such recognition shall extend for the maximum period allowable by law.

ARTICLE TWO - ASSOCIATION BENEFITS

SECTION I. AGENCY FEE

1. Pursuant to the passage of legislation enabling the implementation of an Agency Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, for each employee who is not a member of the Association, the District will deduct from the salary of such employee and will pay to the collective bargaining agent each pay period a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

2. Any unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organization appeal procedures contained in a separate organizational document governing such appeals. The Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.

3. The Association will supply the names of those unit members who shall have the agency fee deducted from their salaries.

4. The Association shall indemnify the District on account of any recovery of refund obtained by such non-member of the Association against the District pursuant to this section.

5. The agency fee is operative as long as the Association maintains an eighty-five percent (85%) membership. On each January 1, the District may request the Association to provide timely submission of evidence that the Association has a membership enrollment of at least 85%.

SECTION II NOTIFICATION OF VACANCY

Notice of vacant unit positions or a permanent increase of one or more hours in unit positions will be sent or mailed to the Association President. The District reserves the right to fill any position on an interim basis pending the review and final decision on applicants responding to such notice of vacancy..

SECTION III MAILBOX/SIGN-IN SHEET

1. There will be in each building a mailbox for use by the Association and designated as such.

2. In each building a space near the sign-in sheet shall be provided for notices pertinent to Association announcements.

SECTION IV. NEGOTIATIONS PROCEDURE

A. NOTICE

Should either party desire to initiate amendment of this Agreement at the expiration date thereof, notification of such intent shall be sent in writing to the other party no later than the December 1st immediately preceding the expiration date of this Agreement.

B. START OF NEGOTIATIONS

The parties shall mutually agree on a date to commence negotiations for a successor agreement and shall endeavor to hold the initial negotiations session by the December 15 immediately preceding the expiration date hereof.

SECTION V. DUES DEDUCTION

The District shall deduct from a unit member's pay the dues as uniformly designated by the Association for membership in the Association on the basis of individually signed voluntary deduction authorization cards in a form agreed to by the District and the Association. Dues will be deducted in equal installments commencing with the second pay period after employment and calculated to be fully paid by the first pay period in June.

SECTION VI. RIGHT TO REPRESENTATION

In the event a meeting is scheduled for purposes of disciplining a unit member, the unit member shall be given the opportunity to have an Association representative present.

SECTION VII. UNIT MEMBER INFORMATION

Copies of lists showing identity of unit members who worked, the number of hours worked, and the location will be made available to the Association, upon reasonable request.

SECTION VIII. USE OF FACILITIES

In accordance with State Education Law for such use, upon notice of one school day, the Association shall have the right to use classroom and public areas of school buildings outside the scheduled work day, on days when school is in session, when such use shall not conflict with education uses or prior scheduled events, and shall not result in any incremental cost to the District.

ARTICLE THREE - MEMBERS BENEFITS

SECTION I. EYE CARE REIMBURSEMENT

Each unit member will be reimbursed, in a program mutually agreed upon by the parties, up to \$35 per contract year for eye care (examination, corrective lenses, frame, etc.).

SECTION II. ADDITIONAL TRAINING

A. MANDATED COURSES

Any course required of unit members to meet District needs shall require payment from the District for the unit member's personal time for attending said course at the regular hourly rate of pay for training during work hours with no change in regular pay. If attendance is required by a State or Federal mandate as a condition for maintaining employment, the District will not be required to make payment for training during work hours with no change in regular pay.

B. IN-SERVICE

All appropriate District in-service courses related to the unit position, as determined by the District, shall be open to unit members on a space available basis. Notification of said courses shall be posted in all schools.

SECTION III GRIEVANCE AND ARBITRATION

A. DEFINITIONS

1. "Day" shall mean calendar day.
2. "Grievant" shall mean an individual member of the Unit who is personally affected by the matter in dispute, the Association on its own behalf or the Association on behalf of a group of unit members and all such parties subject to the notification requirement in the First Procedural Stage noted below. Anything to the contrary herein notwithstanding, in the event the Association files a grievance on its own behalf or on behalf of two (2) or more unit members in different buildings, said grievance shall be initiated by filing a Record of Contract Grievance Claim and Processing Form with the Supervisor who is responsible for the grieved situation within forty-two (42) days from the first occurrence of the situation or incident giving rise to the dispute.
3. "Time Limits" shall be as set forth, and shall be strictly construed unless mutually waived in writing. Failure by the grievant to comply with the time limits as set forth, or with the established procedure, shall mean withdrawal of the grievance. Failure of a supervisor to respond within the prescribed time shall advance the grievance to the next step.
4. "Grievance" shall mean the specific dispute, the contract clauses upon which it is based, and the remedy requested as set forth in the initial Record of Contract Grievance Claim and Processing Form. Such initial commitment to writing shall constitute the sole commitment to writing for the purpose of this section.
5. "Immediate Supervisor" shall mean the building principal of the building in which the grievant is located or the supervisor who is responsible for the grieved situation.
6. "Superintendent" shall mean the Superintendent of Schools or his designee.

B. SCOPE:

Grievable matters shall include only those disputes between the District and the individual members of the unit, or the Association as a party to the Agreement, with respect to the meaning, interpretation, or application of terms of this Agreement. The Association agrees to solely grieve those matters which directly affect named unit member(s) or Association Rights pursuant to Article III of this Agreement. All such disputes which are not resolved through informal consultation between the grievants involved and their immediate supervisors shall be resolved in accordance with the provisions of this section. All of the procedural stages as herein provided shall be pursued and completed as a condition precedent to the commencement of any action or proceeding before the Public Employment Relations Board or any court of competent jurisdiction for the construction and interpretation of this Agreement.

C. FIRST PROCEDURAL STAGE:

The first procedural stage shall consist of the grievant's oral notification to his/her immediate supervisor that he/she wishes to discuss a grievance based upon the contention that a section of the Agreement, as it relates to the individual, has not been followed. Thereafter a meeting shall be held at which time, the grievance shall be discussed. Either party may have another person present. Such oral notification shall be given within fifteen (15) days from the date of the occurrence of the situation or incident giving rise to the dispute. The immediate supervisor shall have fifteen (15) days to investigate and take such appropriate action as he/she deems necessary, with verbal response to the grievant.

D. SECOND PROCEDURAL STAGE:

1. If the grievance is not resolved in the first stage to the satisfaction of the grievant, the grievant may file and sign a Record of Contract Grievance and Processing Form. Such form shall be submitted to the immediate supervisor within thirty (30) days from the first occurrence of the situation or incident giving rise to the dispute. It shall specify those sections of the Agreement alleged to be violated together with the remedy requested.

2. If requested by the Association the parties shall meet within fifteen (15) days of the submission. The immediate supervisor shall respond within thirty (30) days.

E. THIRD PROCEDURAL STAGE:

1. Should the claim be denied by the immediate supervisor, the grievant covered by his Agreement may then request that the grievance be forwarded to the third procedural stage for appeal. The third procedural stage shall consist of forwarding a written request for third stage review, together with the Record of Contract Grievance Claim and Processing Form, including all correspondence evolving therefrom, to the Superintendent or his designee within fifteen (15) days following the filing of a response in the second stage.

2. During this review of the record, a meeting with the parties involved may be scheduled.

3. The Superintendent of Schools shall respond within fifteen (15) days of the date of the meeting, if any, or in the event that such a meeting is not held, within fifteen (15) days of the date of filing of the request for review by the Superintendent.

F. FOURTH PROCEDURAL STAGE:

1. The fourth procedural stage is binding arbitration with respect to all grievances except those which may arise during the pendency of any period of strike penalty as imposed on the Association by the New York State Public Employment Relations Board and also with respect to items D, E, F and G of Article III in which cases the last stage available shall be advisory arbitration. The Association may submit a request for arbitration as follows: Within fifteen (15) days after receipt of response in stage three, a letter of intent to arbitrate shall be filed with the District and with the Arbitrator. Under "Nature of Dispute," shall appear the grievance as previously presented on the Record of Contract Grievance and Processing Form, and the "Remedy Sought" shall include the remedy as requested in the original submission.

2. Thereafter, the fees and expenses for arbitration shall be borne equally by the parties. The fees and expenses for arbitration shall not be deemed to include legal expenses or expenses for witnesses of either party to the dispute.

3. The Arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any decision:

a) Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement.

b) Overruling the exercise of Board's or Superintendent's discretion under the terms and provisions of this Agreement, so long as the Board or Superintendent can demonstrate that there is substantial evidence in the record supporting the determination made, or that the determination was not arbitrary or capricious, or discriminatory.

G. SELECTION OF ARBITRATOR

The parties agree to use the following permanent arbitrators in rotating order:

1. Howard Edelman
2. Robert Simmelkjaer
3. Joseph Doyle
4. Jack Tillem

SECTION IV. HOLIDAYS

The following days will be paid holidays:

Thanksgiving Day
Friday immediately following Thanksgiving Day
Memorial Day
Martin Luther King Day
Good Friday
Veteran's Day (effective 9/1/92)

Holiday pay shall be given to all individuals who would normally have been scheduled to work on days which happen to fall on days of holiday observance.

SECTION V. LEAVES

A. SICK DAYS

Each July 1 unit members shall be credited with five (5) paid sick days per year up to five (5) years cumulative to seventeen (17) days; and then seven (7) paid days per year with unlimited accumulation. New hires shall have their initial allotment of sick days credited after completing five (5) pay periods of work.

B. BEREAVEMENT

Unit members shall be entitled to four days leave with pay in the event of the death of a member of his/her immediate family. "Immediate family member" for the purposes of this provision is defined as: spouse, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or relative living in the household.

Subject to the non-grievable discretion of the Superintendent, requests for leave due to death of other relatives or family members may be submitted to the Superintendent.

C. PAID LEAVE

A maximum paid leave for required absence related to the individual rather than to the District, with respect to personal business or emergency reasons of one (1) day of excused absence per year with pay may be allowed for reasons such as closing a title on a home, attending a family member's graduation, or fulfilling other responsibilities of importance to the employee and his/her family for which paid leave is not provided for elsewhere and which cannot be scheduled by the employee on other than work days. Any member applying for a day of paid leave for reasons related to the individual, should, if possible, present a written request to his/her immediate supervisor and administrator in charge, at least two weeks in advance, stating the specific reason for the request. If there is a disagreement, the administrator shall decide. Either the employee or the supervisor may appeal such decision to the Assistant Superintendent for Personnel.

Where the employee believes that he/she has cause not to reduce the reasons for the request to writing, he/she may orally state to the immediate supervisor or other administrator, the reasons for the request. In such case the immediate supervisor or administrator must certify in writing to the Assistant Superintendent for Personnel that the reason offered is, in his/her judgment, reasonable to qualify for such absence with pay. Absences with or without pay solely for the convenience of the employee will not be granted.

D. LEAVE, UNPAID

1. **SHORT TERM** - Up to five (5) days per school year may be allowed by the building principal. Additional time off without pay may be granted to the sole discretion of the Superintendent. Such decision shall not be grievable nor otherwise reviewable.

2. **LONG TERM** - A medical leave of absence up to one calendar year may be granted by the District upon written request.

a) Step Placement - Upon return from an extended leave, a unit member will be placed on the next wage step provided that the unit member had worked five (5) or more months in the prior school year.

E. WORKERS COMPENSATION

The District shall provide coverage for on-the-job injuries in accordance with the provisions of the NY State Workers Compensation Law. Briefly, such law currently provides that if an individual is injured on the job and is unable to work for a period exceeding 7 days, the first seven days are charged to the individual's sick leave, and thereafter up to 2/3 of the individual's average salary for the preceding 52 weeks, up to the statutory limit (\$400 per week in 1992) paid through Workers Compensation. For such period of time as Workers Compensation pays a portion of the individual's salary, such portion of the daily absences as are not paid by the Workers Compensation will be charged proportionally against the individual's personal sick leave to provide full salary to the individual.

In those cases where the absence due to injury extends beyond all accumulated sick leave, for those individuals with 5 or more years of service in the District, extended sick leave may be available if approved by the District, up to the end of the school year in which the injury took place.

SECTION VI. EMERGENCY CLOSINGS

A. PAID DAYS

Unit members will be paid for up to two (2) days per school year in the event a building is closed due to snow or to an emergency. If, however, there is a consecutive series of days where a building is closed due to snow, only the first day of the series will be a paid day. Any work payment, if made, shall apply on a one-for-one basis as compensation for any "make-up" days, if such are required.

B. REASSIGNMENT

The District reserves the right to assign a unit member to another building if his/her building is closed due to a non-snow condition or to meet other staffing needs which may develop.

SECTION VII. CLASSIFICATION

A. EVALUATION

All unit members will receive an annual, written evaluation at the end of the school year. The unit member shall have the right to submit any statement with reference to the evaluation. Said statement shall be attached to the evaluation.

B. EVALUATION FORMS

The present evaluation forms shall remain in effect. Prior to instituting any change, the District shall consult with the Association Executive Board. A joint study committee shall meet to consider proposals as submitted earlier by one side or the other (U3, D25, and D9) with respect to non-elective surgery, annual evaluation and mandatorily negotiable procedures and present recommendations to their constituencies.

SECTION VIII. SENIORITY

A. DEFINITION

Seniority is defined as the length of actual service to the District in a unit position without regard to the number of hours worked.

B. USE

In the event of a layoff, the least senior unit member shall be dismissed subject to the qualification and performance requirements of the position.

A joint study committee consisting of two members selected by the District and two members selected by the Association shall meet and issue a report no later than 3/1/92 to determine whether the use of seniority as contained in the Agreement should be modified in any way. Such report shall be presented to the Superintendent of Schools and to the Association President. Any modification must be jointly approved by the District and the Association.

C. SERVICE RECOGNITION

All unit members who have worked for the District for at least fifteen (15) full school years (regardless of number of hours in the work day) shall receive Service Recognition of \$150.00 upon separation from employment with the District. An additional \$100.00 shall be paid to all Unit members who have worked for the District for at least 25 full school years upon separation from employment with the District.

SECTION IX. PERSONNEL FILES

Unit members shall have access to review and to reasonable duplication of any materials in their personnel files excluding letters of recommendation received upon initial employment, within six (6) business days after the District is notified.

SECTION X. PAY DAYS

The current practice with respect to pay days shall be continued.

SECTION XI. OVERTIME

Any unit member who is asked or required by the District to work beyond her/his normal workday will be compensated at her/his normal hourly rate until forty (40) hours per week are worked. Any hours beyond forty (40) hours per week shall be paid at 1 1/2 times the unit member's hourly rate. Any compensatory time which may be due to a member earned subsequent to 9/01/87, and earned during the school year, must be scheduled within the next two (2) pay periods. No compensatory time may be scheduled during the month of June.

SECTION XII. WAGES

A. PAY SCHEDULE

Effective September 1, 1995, September 1, 1996, and September 1, 1997 all eligible unit members shall advance one step and shall be paid hourly rates in accordance with the schedules in the Appendix attached hereto for those applicable years.

B. TEACHING ASSISTANT

A monitor who becomes a teaching assistant will be entitled to the appropriate Teaching Assistant differential as may apply to that step on the salary schedule.

C. E.I.T. FUNDS

The District will apply annually for said funds. Distribution of the available funds will be jointly agreed upon by the District and the Association.

D. ORIENTATION

An Orientation Program shall be scheduled for all Unit members during or at or about the beginning of the school year. New Unit members who begin their employment during the school year shall receive some instruction before beginning their duties.

SECTION XIII. MILEAGE

If a unit member is required to use her/his vehicle to fulfill her/his job commitment, the unit member will be reimbursed on the same basis as other District personnel.

SECTION XIV. COFFEE BREAKS

A daily paid fifteen (15) minute break of consecutive time will be accorded to a unit member who works more than four (4) hours per day.

ARTICLE FOUR-AGREEMENT

The members of the District's negotiating Committee and the members of the Association's Negotiations Committee will fulfill their Taylor Law responsibilities and recommend that this MEMORANDUM be approved by the District and by the Association respectively.

This AGREEMENT is made and entered into this 2-15-96 by and between the Bay Shore Union Free School District and the Bay Shore Paraprofessional Association.

For the District:

 Superintendent

Manus H. O'Donnell Negotiator

For the Association:

Leticia Torres President

_____ Vice President

_____ Secretary

_____ Treasurer

John Covello Negotiator

_____ Negotiator

APPENDIX

BAY SHORE PARAPROFESSIONAL ASSOCIATION SALARY SCHEDULE

STEP	1995/96 (eff. 9/1/95)	1996/97 (eff. 9/1/96)	1997/98 (eff. 9/1/97)
1	6.90	7.04	7.18
2	7.15	7.26	7.40
3	7.38	7.48	7.62
4	7.61	7.70	7.84
5	7.84	7.92	8.06
6	8.07	8.14	8.28
7	8.30	8.36	8.50
8	8.53	8.58	8.72
9	8.76	8.80	8.94
10	8.99	9.02	9.16
11	9.22	9.24	9.38
12	9.45	9.46	9.60
13	9.68	9.68	9.82
14	9.91	9.90	10.04
15	10.14	10.12	10.26
16	10.37	10.34	10.48
17	10.60	10.76	10.96

Because of the addition of new steps and restructuring of the schedule for the 1995/96 school year, plus the existing limit on the number of steps, salary schedule steps and years of service may not be identical, so a Unit member could have a different number of years of service than the number indicated by the salary step.