



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Center Moriches Union Free School District and Center Moriches Paraprofessional Association (2003)**

Employer Name: **Center Moriches Union Free School District**

Union: **Center Moriches Paraprofessional Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

PERB ID Number: **4725**

Unit Size: **28**

Number of Pages: **13**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AID | 4725

AGREEMENT
PARAPROFESSIONAL ASSOCIATION
AND
BOARD OF EDUCATION

CENTER MORICHES UNION FREE SCHOOL DISTRICT

CENTER MORICHES, NEW YORK

JULY 1, 2003 TO JUNE 30, 2006

RECEIVED

JAN 26 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

28

CENTER MORICHES PARAPROFESSIONAL ASSOCIATION

PREAMBLE

In order to effectuate the provisions of Chapter 392 of Laws of 1967, Public Employees' Fair Employment Law Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Center Moriches Board of Education and the Center Moriches Paraprofessional Association, in order that the cause of public education may best be served in Center Moriches, THIS AGREEMENT IS MADE AND ENTERED INTO on the first day of July 2003, by and between the Board of Education and the Center Moriches Public Schools Paraprofessional Association.

CENTER MORICHES UNION FREE SCHOOL DISTRICT
CENTER MORICHES PARAPROFESSIONAL ASSOCIATION

JULY 1, 2003 TO JUNE 30, 2006

TABLE OF CONTENTS

	PAGE
PREAMBLE	
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - DUES DEDUCTION	1
ARTICLE 4 - EFFECTIVENESS	2
ARTICLE 5 - AMENDMENTS	2
ARTICLE 6 - PARAPROFESSIONAL ASSOCIATION RIGHTS	2
ARTICLE 7 - GRIEVANCE PROCEDURE	3
ARTICLE 8 - APPOINTMENT TO POSITIONS	5
ARTICLE 9 - WORKING HOURS AND DAYS	5
ARTICLE 10 - LEAVE POLICY	6
ARTICLE 11 - ATTENDANCE BONUS	6
ARTICLE 12 - PROFESSIONAL IMPROVEMENT	6
ARTICLE 13 - INSURANCE	6
ARTICLE 14 - ADMINISTRATIVE ROUTINES	6
ARTICLE 15 - EVALUATIONS	7
ARTICLE 16 - MISCELLANEOUS AND GENERAL PROVISIONS	7
ARTICLE 17 - PARAPROFESSIONAL FACILITIES	7
ARTICLE 18 - TERMS OF EMPLOYMENT	7
ARTICLE 19 - JOB DESCRIPTION	8
ARTICLE 20 - SALARIES	8
ARTICLE 21 - SEVERANCE PAY	9
ARTICLE 22 - EMERGENCY SCHOOL CLOSING	9
ARTICLE 23 - NEGOTIATING MEETING	10

ARTICLE 1 - DEFINITIONS

As used in this Agreement:

1. The term "Board" shall mean the Board of Education, Center Moriches Union Free School District.
2. The term "Association" shall mean the Center Moriches Paraprofessional Association.
3. The terms "Paraprofessional" and "Employee" shall mean all personnel included in the negotiating unit.
4. "Administrative level" shall mean the positions of principal or other full-time or part-time supervisory positions.

ARTICLE 2 - RECOGNITION

- A. The Center Moriches Board of Education, having determined that the Center Moriches Paraprofessional Association is supported by a majority of the paraprofessionals in a unit composed of all full-time and part-time paraprofessionals, hereby recognizes the Center Moriches Paraprofessionals as such unit.
- B. The Board agrees not to negotiate with any other paraprofessional organization other than the Association for the duration of this agreement.
- C. The Board of Education agrees that part-time paraprofessionals shall receive pro-rated pay, benefits, and terms and conditions of employment based on full-time paraprofessional entitlements.

ARTICLE 3 - DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its employees dues for the Center Moriches Paraprofessionals Association, the New York State United Teachers, and the American Federation of Teachers as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Association. Authorization shall be in writing in the form mutually agreed upon, with the Association accepting the responsibility for the collection and forwarding of these forms. These shall be the only choices for dues deduction.
- B. The Association shall certify to the Board in writing the current rate of the membership dues of the Associations named in Section A above. The Association shall give the Board thirty (30) days' written notice prior to the effective date of any change. In no event shall the rates of membership dues be changed during the year for which they are established.
- C. Deductions referred to in Section A shall be made in equal installments from the 3rd through 20th pay periods inclusive. The Board shall not be required to honor for deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
- D. One (1) week prior to the distribution of the payroll from which deductions will begin, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Associations named in Section A. Personnel hired after the dues deduction has begun shall be entitled to dues deductions for the remainder of the period.

ARTICLE 3 - DUES DEDUCTION (continued)

- E. The Board agrees that it shall not accord dues deductions or similar check-off rights to any other paraprofessional organizations.
- F. Dues deductions shall be automatic once the authorization is given by the employee until such authorization is withdrawn. Two (2) weeks' notice must be given to the Business Office if such authorization is to be withdrawn.

ARTICLE 4 - EFFECTIVENESS

The terms herein set forth constitute all the terms negotiated, and shall be applicable from July 1, 2003, to June 30, 2006, the term of this Agreement.

ARTICLE 5 - AMENDMENTS

This Agreement shall not be amended during the term of this Agreement unless all parties mutually agree thereto.

ARTICLE 6 - PARAPROFESSIONAL ASSOCIATION RIGHTS

- A. The Board and the Association have the right to request and receive from each other, within a reasonable period of time, information, statistics, and records relevant to negotiations or necessary for the proper administration or enforcement of this Agreement which are not of a confidential nature and not readily available to the requesting party.
- B. Whenever the Board or its representatives begin consideration of the proposed school budget for the coming year, notice shall be given to the Association, and opportunity shall be given the Association for a consultation on items of mutual interest.
- C. The Superintendent and representatives of the Association shall meet regularly but not less than two (2) times a year to discuss matters concerning the implementation of this Agreement and other matters of mutual concern. Additional special meetings may be held to cope with special or emergency situations as the need arises.
- D. When there are items, known in advance or appearing on the agenda of Board meetings, which may be reasonable expected to lead to action on matters of consequence to or directly affecting the Association, reasonable prior notice shall be given to the Association. The President of the Association or a designated representative shall have the right to attend all public board meetings.
- E. The Association, as the exclusive representative of the Paraprofessionals, upon advance written request to the Board, shall be given a reasonably early place upon the agenda of public Board meetings.
- F. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted the Association in this Agreement. This Agreement shall not be interpreted or applied to deprive the paraprofessional employees of benefits heretofore enjoyed unless expressly stated herein.
- G. The Association shall have the use of school buildings, facilities and equipment, provided that such use shall not interfere with regular school operations and shall be approved in the normal manner provided for in the school district policy.

ARTICLE 6 - PARAPROFESSIONAL ASSOCIATION RIGHTS (continued)

- H. If a paraprofessional is reprimanded, warned or otherwise disciplined by his/her supervisor for any infraction of rules or delinquency in professional performance, s/he shall have the right to discuss the matter further with the supervisor in the presence of a duly authorized representative of the Association.
- I. The Association shall have the right to post notices of its activities and matters of Association concern on appropriate bulletin boards. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the time and place of meetings, if necessary.

ARTICLE 7 - GRIEVANCE PROCEDURE

The grievance procedure for employees shall be as follows:

The grievance procedure shall be used as a last resort in resolving employee problems. It is understood that before resorting to this procedure, every attempt shall be made to resolve conflicts and difficulties through discussion between the parties concerned, in an atmosphere which is both considerate and fair. However, the Board recognizes that when such attempts are not successful and a real grievance exists, the formal machinery of this procedure shall be brought to bear in the solution of the problem.

- A. This grievance procedure shall be available to all employees, groups of employees, or the Association, who believe themselves aggrieved by school board policy, administrative interpretation of policy or administrative decisions.
- B. Employees utilizing this procedure shall be free from coercion, interference, restraint, discrimination, or reprisal of any kind.
- C. Employees shall be entitled to representation by any designated person or persons during any phase of this procedure.
- D. This procedure shall not be used as a method of formulating policy, changing rules or regulations, or circumventing provisions of state statutes relating to tenure, retirement, compensation, or disciplinary proceedings.
- E. Copies of all written material, such as documented grievance statements, appeal requests, and decisions rendered, shall be filed with the Clerk of the Board of Education immediately after they have been served or issued.
- F. No grievance shall be heard and/or processed unless the employee has proceeded to Step 1 within thirty (30) working days after the occurrence of the event grieved or within thirty (30) working days after the employee should have known of its occurrence.

STAGE ONE

An employee shall present a written statement of the grievance to his/her immediate supervisor, outlining and documenting the basis of the complaint. The immediate supervisor shall acknowledge receipt of the statement and answer it with a written statement within 48 hours of said receipt, giving his/her resolution of the stated grievance.

ARTICLE 7 - GRIEVANCE PROCEDURE, continued

STAGE TWO

If the grievance has not been resolved as a result of the action taken in Stage One, the employee may request in a written statement, a review by the Superintendent of Schools. This request shall be made within seven (7) days after the receipt of the decision reached in Stage One. A formal hearing shall be granted within seven (7) days of the receipt of the fully documented appeal statement and a written decision rendered and delivered to the employee within 48 hours after such hearing.

STAGE THREE

If the grievance has not been resolved as a result of the second stage, the employee may request, in a written statement, a review of the determination of the Superintendent of Schools by the Board of Education. This appeal shall be served on an officer of the board within seven (7) days following the rendering of the decision in Stage Two. If so requested in the appeal, the Board will hold a formal hearing within fourteen (14) days. A decision of the Board shall be made known no later than seven (7) days following said hearing.

ADVISORY ARBITRATION

- A. Any grievance as defined in Subsection 1 above, which is not settled through the grievance procedure, may be submitted by the Association to advisory arbitration, provided that the Association notifies the Superintendent of Schools within ten (10) school days from the date of receipt of the written denial of the grievance in Stage Three. If no such notice is received by the Superintendent of Schools within (10) school days, the grievance shall be considered automatically settled on the basis of the decision given in Stage Three.
- B. The Association and the Superintendent may agree upon a mutually acceptable arbitrator. If they are unable to agree, the grievance may be submitted pursuant to the rules and procedures of the American Arbitration Association within fourteen (14) days of such impasse.
- C. The arbitrator shall be limited to ruling on grievances as defined herein above. The arbitrator shall have no power to add to, subtract from and/or supplement or modify in any way the provisions of this Agreement.
- D. The arbitrator's recommendation shall be made in writing and shall be rendered within thirty (30) days after the hearings are officially closed and/or the date post-briefs are filed by either side.
- E. The decision of the arbitrator shall be "advisory" only, and shall be submitted to the parties. The Board of Education shall review such recommendation, and shall render its decision, which shall be final and binding, no later than thirty (30) days after the issuance of such recommendation by the arbitrator.
- F. The costs of such arbitration shall be borne equally by the parties.

ARTICLE 8 - APPOINTMENT TO POSITIONS

All appointments to the paraprofessional staff shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

The district will continue to move part-time paraprofessionals into full time positions as they become available.

ARTICLE 9 - WORKING HOURS AND DAYS

- A. The normal work week shall be five (5) days.
- B. The normal work day shall be six (6) hours and forty (40) minutes, including a one-half hour lunch period, as scheduled by the Superintendent.
- C. Compensatory time off will be given for assigned duties during time other than normal working hours. In lieu of compensatory time, the administration may pay the affected employee one and one-half times his/her normal rate for those hours outside the normal work schedule.
- D. Paraprofessionals will work in accordance with the teachers' school calendar.
- E. Overnight chaperons shall be paid at the rate of \$50 per day, provided:
 - a. The Superintendent of Schools has granted prior approval; and,
 - b. This benefit is offered to employees only upon exhaustion of the teachers' chaperon list.
- F. Part-time paraprofessionals shall have the first opportunity to substitute in the District, at the discretion of the Superintendent, for other part-time or full-time paraprofessionals, should the situation arise.
- G. All full-time paraprofessionals employed as of June 1, 1991, whose positions were reduced to part-time since that time and during the term of this Agreement, will accumulate seniority on a pro-rated basis. No part-time paraprofessional hired after this Agreement takes effect will accumulate seniority.
- H. All paraprofessionals will be required to attend one Superintendent's Conference Day per academic year.

ARTICLE 10 - LEAVE POLICY

- A. Ten (10) sick days will be allowed per year, four (4) of which may be used for family illness. The total unused portion of sick leave days shall be accumulated up to a maximum of eighty (80) days.
- B. Three (3) days of personal leave shall be allowed each year. Personal leave shall refer to time off necessitated by circumstances in which the scheduling of the required business or attendance is not within the control of the employee and cannot be planned or taken care of at any other time. Normally, personal leave shall not be taken just prior to or immediately following regularly scheduled vacation periods.

Application to use personal leave days shall be made to the Superintendent of Schools. Unused personal leave will accumulate as sick leave.

ARTICLE 10 - LEAVE POLICY (continued)

- C. Three (3) paid days will be allowed due to death in the immediate family.
- D. A paraprofessional may be granted a leave of absence without pay for a period of up to one year upon application to the Board.

ARTICLE 11 - ATTENDANCE BONUS

At the end of each school year, eligible employees shall receive a cash bonus for attendance as follows:

<u>NUMBER OF DAYS ABSENT</u>	<u>BONUS</u>
0	\$400
1	200
2	100

ARTICLE 12 - PROFESSIONAL IMPROVEMENT

During 2003-04, employees will be reimbursed for tuition for college, BOCES and/or SCOPE courses at the maximum rate of \$50 per credit hour upon evidence of successful completion of an approved course. Effective the 2004-05 school year, the reimbursement will be \$55 per credit, and effective the 2005-06 school year, the reimbursement will be \$60 per credit.

ARTICLE 13 - INSURANCE

Any insurance programs provided for the teaching staff members during the work year shall be made available to full-time paraprofessionals. Contributions to the health premium shall be made at the following rate:

- Year 1 – 10%
- Year 2 – 10%
- Year 3 – 12%

The district will continue to offer the flex benefit plan that has been in effect since September 1, 1996.

ARTICLE 14 - ADMINISTRATIVE ROUTINES

Changes in existing administrative routines or operational rules which directly affect the functioning of paraprofessional employees shall be developed in consultation with the Association.

ARTICLE 15 - EVALUATIONS

Employees shall be given a copy of any official, written evaluation report presented by their superiors and shall have the right to discuss such reports with their supervisor before it is forwarded to the central administration or placed in their files.

ARTICLE 16 - MISCELLANEOUS AND GENERAL PROVISIONS

- A. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association agree to carry out the commitments contained herein and given them full force and effect as policy. The Board and Association shall amend previously adopted policies and take such other action as may be necessary to bring said policies into conformity with the provisions of this Agreement.
- B. Copies of this Agreement shall be printed at Board expense, and a copy given to every paraprofessional now employed or hereafter employed by the Board. The Association shall receive five (5) copies of this Agreement for its files and to assist in the implementation of the Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any employees or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid; but all other provisions or applications shall remain valid and continue in full force and effect for the life of the Agreement. The invalidation of any section of this Agreement shall not invalidate the Agreement.

ARTICLE 17 - PARAPROFESSIONAL FACILITIES

Adequate portions of the parking lots shall be reserved and designated for employee parking.

ARTICLE 18 - TERMS OF EMPLOYMENT

- A. All paraprofessionals shall be informed by the Board by the end of the current school year in June of the terms of their employment as of the first day of school in September.
- B. If it becomes necessary to transfer a paraprofessional from either the elementary or secondary levels, the following procedure shall be used:
 - 1. Volunteers will be sought first. If no volunteer is forthcoming, then the paraprofessional with the least seniority will be first considered for transfer. In all instances, the Superintendent of Schools will have the final decision on paraprofessional transfers, volunteers and seniority notwithstanding.
- C. Should a vacancy occur in a paraprofessional position, the vacancy notice will be posted and made available to members of the bargaining unit. The paraprofessional with the most seniority shall receive first consideration for the position. In all such instances, the Superintendent of Schools will have the final decision on the filling of vacancies in paraprofessional positions.

ARTICLE 19 - JOB DESCRIPTION

A paraprofessional may be assigned by the Board to assist teachers in such non-teaching duties as:

- A. Managing records, materials and equipment.
- B. Attending to the physical needs of children.
- C. Supervising students and performing such other duties and services as support teaching duties when such services are determined and supervised by teachers.

ARTICLE 20 - SALARIES

A. Salaries for bargaining unit members shall increase as follows:

Effective 07/01/2003 - Adjusted Salary Schedule
Effective 07/01/2004 - 2.5%
Effective 07/01/2005 - 2.5%

B. The following shall be the salary schedule for the term of this Agreement. For the 2003-04 year, all paraprofessionals shall remain on the same step on the salary schedule as for the 2002-03 year. The schedule has been adjusted accordingly. For the 2004-05 and 2005-06 years, movement on the schedule shall be as per past practice of the parties.

<u>YEAR</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1	\$ 10,263	\$ 10,520	10,783
2	10,777	11,046	11,322
3	11,290	11,572	11,861
4	11,974	12,273	12,580
5	12,658	12,974	13,298
6	13,343	13,677	14,019
7	14,058	14,409	14,769
8	14,819	15,189	15,569
9	15,013	15,388	15,773
10	15,197	15,577	15,966
11	15,674	16,066	16,468
12	16,103	16,506	16,919
13	16,466	16,878	17,300
14	16,741	17,160	17,589
15	17,133	17,561	18,000
16	17,656	18,097	18,549
17	18,181	18,636	19,102

C. In the event of layoffs and/or recall within the bargaining unit, seniority shall be the determining factor, in accordance with the following:

1. The last person hired shall be the first to be laid off, and the last to be recalled.
2. In the event an employee is laid off, the employee shall be placed on a "recall list" and afforded an opportunity to return to employment only after the Board has determined the necessity to recreate such position(s).

Upon recall, an employee will have all rights and benefits restored. In addition, for promotion, layoff, and recall, seniority shall be computed as of the original date of employment for all members of the bargaining unit.

3. The maximum period of time an employee is eligible to remain on such "recall list" shall be two (2) years from the date of layoff.

ARTICLE 20 – SALARIES (continued)

- D. Salaries shall be paid in equal installments on a bi-weekly basis.
- E. It will be the district's continuing practice to seek a certified teacher as a substitute for a classroom teacher when the teacher's absence is known in advance. If the district is unable to staff the class with a certified substitute, an individual with a Bachelor's Degree will be sought.

If the district is unable to obtain a certified teacher or Bachelor's Degree holder to substitute for an individual class, the paraprofessional for that class, on the judgment of the principal, may be assigned to substitute at a rate of \$30 per day above paraprofessional daily pay. This procedure will be in effect if the district is unable to find a substitute, using the above sequence, for another Special Education class or a regular class.

In situations where a Special Education teacher is required to be absent for less than one-half day in order to appear at the Committee on Special Education, the paraprofessional may be assigned as a temporary substitute at no additional cost. If the paraprofessional covers the class for more than one-half day, the compensation will be \$15 above paraprofessional daily pay.

ARTICLE 21 - SEVERANCE PAY

Upon separation from the district, a paraprofessional who has been employed ten years or more will be eligible for one day's pay for every two sick days accumulated.

ARTICLE 22 - EMERGENCY SCHOOL CLOSING

- A. In the event school is closed due to an emergency, such as a snow day, no member of the paraprofessional staff shall be required to report to work.
- B. In the event that an emergency closing of the school takes place during a normal working day, paraprofessionals shall be released as soon as practicable after announcement of the closing.

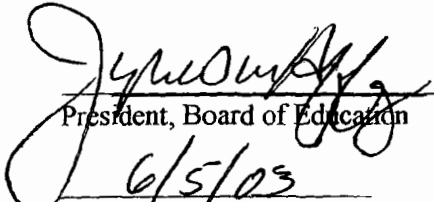
ARTICLE 23 - NEGOTIATING MEETING

The Board of Education agrees to have its duly appointed representative meet with the representatives of the Center Moriches Paraprofessional Association by February 2006 to negotiate any revisions or additions as may be necessary to arrive at a satisfactory Agreement for the coming year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____ 2003.


For the Center Moriches School District

**For the Center Moriches
Paraprofessional Association**



President, Board of Education
6/5/03

Date



President, C.M.P.A.
6/9/03

Date