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AGREEMENT

between the

Board of Education

Great Neck

Union Free School District

and the

Great Neck Paraprofessionals Association

(July 1, 2011 - June 30, 2015)

TABLE OF CONTENTS

ARTICLE #	TITLE	PAGE #
	Preamble	2
Article 1	Association Rights	2
Article 2	Board-Administration-Association Relationship and Procedures	4
Article 3	Exchange of Proposals	6
Article 4	Professionals Duties and Responsibilities of Paraprofessionals	7
Article 5	Work Assignments	8
Article 6	Annual Appointment	10
Article 7	Selection and Promotion	10
Article 8	Evaluations and Standards	11
Article 9	Procedures for Termination of Employment	11
Article 10	Conferences	12
Article 11	Human Resource File	12
Article 12	Professional Growth	13
Article 13	Sick Leave	14
Article 14	Personal Leave	16
Article 15	Other Leaves	17
Article 16	Grievance Procedures	18
Article 17	Legal Assistance	19
Article 18	Conformity to Law	19
Article 19	Health Insurance	20
Article 20	Retirement Plan	20
Article 21	Salary Schedule	21
Article 22	Seniority Policy	23
Article 23	Compensation for Financial Loss	24
Article 24	Duration of Agreement	25
Appendix A	Determination of Negotiating Unit	25
Appendix B	Payroll Deduction Authorization	26
Appendix C	Bus Aides	26
Appendix D	Salary Schedules	27

PREAMBLE

WHEREAS, Article 14 of the Civil Service Law of the State of New York authorizes employees and public employers to conduct collective negotiations regarding salaries, wages, hours and other terms and conditions of employment, and the administration of grievances arising thereunder, and

WHEREAS, the Great Neck Paraprofessionals Association has been recognized as the bargaining agent for the paraprofessionals in the Great Neck Public Schools, whose purpose is to improve the present high standards of service to the children and classroom teachers of this school district, and

WHEREAS, the Board of Education and the Association have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, and the Board and the Association agree as follows:

Article 1

ASSOCIATION RIGHTS

The Board and the Association recognize that Association leadership requires adequate time, physical facilities and district information.

A. Released Time

1. Association representatives engaged in negotiations during the school day will be entitled to release time, as needed, without loss of salary. Negotiations will be conducted on a ratio of 1/3 during the school hours, 2/3 after school hours.
2. The President of the Association and/or his/her designee may, by arrangement with the Human Resource Department, attend meetings with District and building Administrators.

B. Association Meetings

It is agreed that one school day per month shall be established for the conduct of Association business for the paraprofessionals whose schedules allow for their participation. A meeting room will be made available during the scheduled school day for membership meetings.

C. Printed Agreement

Copies of this agreement shall be printed within a reasonable time after the Agreement is signed, at the expense of the Board. Copies shall be distributed to all paraprofessionals now employed or hereafter employed or favorably considered for employment by the Board.

D. Physical Facilities

1. Subject to prior arrangement with proper school authorities, the association may enjoy the use of school facilities for the announcement and conduct of the Association business, including paraprofessionals' mailboxes, reasonable bulletin board spaces in each building, meeting rooms, school mail service, interschool telephone, and normal messenger service.
2. It is agreed that the Association will be provided, if possible, with office space mutually agreed upon with the administration. This space shall be maintained by the District and provided with a desk, typewriter and files. The Association may install a private telephone at Association expense.

E. Dues Deduction

1. The Board of Education shall deduct from salaries of paraprofessionals dues for the Association as said paraprofessionals individually authorize such deduction. Deductions shall be in equal installments each pay period during the school year. The Board also agrees to transmit to the Association the monies so deducted.
2. All dues deduction authorization for those currently employed shall be in the business office by October 15, and for newly employed persons within 30 days after the effective date of employment.
3. The Board shall, following each pay period from which dues deduction is made, transmit the amount so deducted to the Treasurer of the Association. Each transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
4. Authorization for dues deduction shall be effective until June 30 of each year, and automatically renewable for subsequent annual periods unless written notice of withdrawal of authorization is submitted to the Board by May 20, or unless employment with the Great Neck schools is terminated. Copies of such notices will be made available to the Association within 10 days after receipt.
5. Paraprofessional authorization shall be in writing in the form set forth in Appendix B.

F. Agency Fee

Every member of the bargaining unit who is not a member of the Association shall, within 60 days, after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an Agency Fee. Such fee shall be certified to the District by GNPA and shall be consistent with requirements of law. The Association shall forward to the district a list of non-members and the sum of money to be deducted from each paraprofessional's paycheck for the Agency Shop fee. Said amount shall be deducted from each paraprofessional's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association not later than 30 days of receipt of a list of non-members. The district shall forward said total amount to the Association.

Article 2

BOARD-ADMINISTRATION-ASSOCIATION RELATIONSHIP AND PROCEDURES

A. Board and Superintendent

It is recognized that the Board and the Superintendent operate and manage their affairs in all respects in accordance with their responsibilities. The Board and the Superintendent hereby retain and reserve unto themselves all responsibilities, rights and authority vested in them by the laws and Constitution of the State of New York.

B. Paraprofessionals

The Paraprofessionals through their Association have the right to negotiate and discuss with the Board or its duly authorized representatives, policies and administrative regulations on matters of salary, hours, and other terms and conditions of professional service.

C. Negotiating Procedures

1. Meetings for negotiations and/or discussions.

- a. Meetings with the Board and/or its designated representatives will be held upon the written request of either of the parties. Nothing herein contained shall be construed as preventing either party from being represented by people of its own choice. Requests for meetings should contain specified statements of matters to be discussed. Requests from the Board or from the Association will be directed to the Superintendent and through him to the other party. A meeting at a mutually convenient time and place will be held within ten school days of the date of the request or as soon thereafter as possible. All such meetings shall be in executive session.

- b. All proposals by the Association shall be submitted to the Superintendent no later than February 1 of any year in which a new contract is to be negotiated. Board proposals shall be submitted to the Association within two weeks after submission of Association proposals.
- c. Facts, opinions, proposals and counterproposals will be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement.
- d. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, deliberate upon them, offer counterproposals, and reach mutually acceptable compromises in the course of negotiations.
- e. Terms and conditions of employment specified under this agreement shall be continued in effect until altered through the processes of the Taylor Law (Civil Service Law, Article 14, Sec. 209).
- f. Any decisions, agreements or memoranda of understanding mutually made according to procedures outlined above during the life of this Agreement shall become addenda to the aforesaid Agreement and will be published by the Board within a reasonable period of time and sent to the Association for distribution.

2. Meetings with the Superintendent

- a. The Executive Board of the Association may request a conference with the Superintendent to discuss and explore ideas, proposals and questions that arise concerning the paraprofessionals. Such a meeting would normally be held within 10 working days.
- b. Minutes will be kept of the proceedings and/or agreements reached in such conferences and information regarding such proceedings and/or agreements will be disseminated by either party to the other.
- c. Any decisions or agreements made by the Superintendent in discussions with the Association's Executive Board will be written and transmitted, along with the reasons for the decision, to the Executive Board.
- d. The resources and services of the Executive Board will be available to the Superintendent for the exploration of any pertinent matter.
- e. The Executive Board shall serve as a channel of communication of ideas, proposals and questions that originate with paraprofessionals; it shall likewise serve as a means of communication between the Superintendent and the paraprofessionals. A copy of any communication from the Superintendent to groups of paraprofessionals will be sent to the Association President.

- f. The Superintendent will, well in advance of the time he/she intends to propose the formulation of any change in policy or administrative regulation that would alter the terms and conditions of service, notify the Executive Board of such proposed change.
- g. The Executive Board will acknowledge all such proposals indicating which ones, if any, require further exploration. The Executive Board has the right to request a delay in the implementation of the proposed change in order to permit further study.
- h. Matters not resolved by the Executive Board and the Superintendent may be submitted to the Board of Education.

3. Meetings with the Principal (Building Level)

- a. Within a building the Great Neck Paraprofessionals Association shall be represented by a Paraprofessionals Delegates Committee hereinafter known as the PDC (made up of one or more delegates).
- b. Meetings of the PDC and the principal will be held within a reasonable time, upon the request of either party.
- c. When any changes arise concerning assignments or working conditions the principal of the building will meet with the PDC for a discussion of same. The principal will, in advance of any substantive change in implementation of policy or administrative regulation affecting terms and conditions of employment, notify the PDC of such contemplated change. The PDC has the right to request a delay of up to 10 working days in the implementation of the contemplated change in order to permit further study.
- d. Matters that cannot be resolved at the building level may be referred to the Executive Board and the Superintendent.

4. Meetings with the Faculty Building Representation Committee

It is understood that discussion and meetings between the BRC and PDC may occur when appropriate.

Article 3

EXCHANGE OF PROPOSALS

The Association will be provided with copies of those proposals received from representative of other employer-employee negotiating units within the district, which affect the terms and conditions of employment of employees covered by this Agreement. The Board's designated representatives will, upon request, discuss with the Association the effect of those proposals upon the employees covered by this Agreement.

Article 4

PROFESSIONAL DUTIES AND RESPONSIBILITIES OF PARAPROFESSIONALS

A. The Board and the Association acknowledge that the following categories of paraprofessionals have been created to perform specialized duties:

1. Instructional Paraprofessionals
2. Non-Instructional Paraprofessionals
3. Externally Funded Paraprofessionals
4. Bus Monitor / Attendants

B. Each category of paraprofessional shall perform duties assigned by the building principal, following consultation with the Faculty Building Representation Committee. Such duties shall be consistent with the regulations of the Commissioner of Education and State Education Law. See Sec. 207 (Part 80.33) of the Reg. of the Commissioner.

C. Within two weeks after the commencement of initial employment in a category of service each Paraprofessional shall receive at least one hour of planned orientation and training by the building or program supervisor responsible for the employment and evaluation of that paraprofessional.

This orientation and training shall include typical job activities, emergency procedures to follow, evaluation procedures, and such other information as may be necessary to acquaint the paraprofessional with District expectations and rules of conduct.

D. Classroom duties without the supervision of a teacher shall not occur except when an emergency arises during which no teacher or administrator is able to assume the class responsibility.

E. In all articles of the Agreement, wherever the term "Building Principal" appears, the term "Project Director" should be substituted when the Article or Section in question is being applied to Externally Funded Paraprofessionals.

F. All unit members shall attend two faculty meetings, as defined herein, during the students' school year, at no additional compensation. In addition, instructional paraprofessionals shall be required to attend two additional faculty meetings during the students' instructional year, at no additional compensation. Attendance at any faculty meeting shall only be required when requested by the building principal or administrator/supervisor in charge. Required attendance at other meetings, whether during or outside the students' school year, shall be paid at the unit member's regular hourly compensation. For purposes of this Article, "faculty meetings" shall also include:

- Professional/staff development;
- Professional Learning Community meetings;
- Grade/unit level meetings; and
- Paraprofessionals' meetings

Further, where a unit member must arrive before the scheduled start of his/her work day, or remain at school beyond the conclusion of his/her work day, in order to attend a faculty meeting, the District agrees to pay unit members' their hourly rate for such time in excess of 59 minutes between the end of the faculty meeting and the start of the unit member's work day, or between the end of the work day and the start of the faculty meeting. During this time, the district reserves the right to assign the unit member to appropriate duties.

Article 5

WORK ASSIGNMENTS

- A. The work year for paraprofessionals shall be not less than 175 days during the school year, provided this shall not prohibit the Board of Education from making any changes in the educational program.
- B. When attendance is required at orientation sessions, compensation shall be at the paraprofessionals' regular hourly rate.
- C. On days when schools are scheduled to open, but are closed for emergencies or special observances, paraprofessionals shall be paid on the basis of their regular schedule. Should unscheduled early school dismissals occur, the paraprofessional will be paid for the time, which would normally be worked.
- D. After initial schedules for the succeeding year are determined, should additional hours become available in any school, this time shall be offered to the best qualified paraprofessional as determined by the principal. Should no qualified paraprofessional be available within the building, the additional hours shall be posted in all buildings.
- E. If a vacancy becomes available (as opposed to additional hours becoming available), notice of such vacancy shall be posted. Effective July 1, 2011 when school is not in session, the District will advise unit members of paraprofessional vacancies via e-mail to the unit member's Great Neck e-mail address, as well as via automated telephone call to their home phone and/or cell phone number on file with the District's Human Resources Department. The best qualified applicant for the position shall be selected by the principal. Serious consideration will first be given to unit members.

- F. Extra-curricular assignments shall be offered to qualified paraprofessionals before consideration is given to persons not currently employed by the District. In the event a vacancy occurs in an extracurricular activity position for which no faculty member is available, qualified, or appointed, such vacancy shall be posted on the paraprofessional bulletin boards for the consideration of eligible unit members.
- G. A paraprofessional may arrange with his/her supervisor for a paid breacktime for rest periods using the following scale:

<u>Consecutive hours worked:</u>	<u>Total daily rest time:</u>
3 but less than 4	15 minutes
4 but less than 5*	20 minutes
5 or more	30 minutes

*Paraprofessionals whose schedules include consecutive work from 11:00 a.m. to 2:00 p.m. and who work more than four (4) hours shall have a 30 minute paid rest time.

- G. Paraprofessionals whose duties are performed outdoors will discuss with the administrator, prior to October 1, guidelines for inclement weather scheduling.
- I. Overtime beyond the individual's regularly assigned hours shall first be authorized in writing by the building principal and shall be paid at the individual's straight time rate.
- J. Effective September 1, 1985 and thereafter, paraprofessionals shall be assigned a minimum of 2 hours and 20 minutes work each day.
- K. Paraprofessionals shall, in accordance with this Article accept additional hours of work offered up to five hours work per day, except that no break in service of more than 45 minutes shall exist. Paraprofessionals may elect to work more than five hours per day if such time is available.
- L. Paraprofessionals who cover for absent paraprofessionals beyond their normal work assignment shall be paid at their rate of pay for the time worked.
- M. During the course of the school year, if the District changes both the start and end times of a paraprofessional's work day by at least two hours, notice of such change will be provided to the paraprofessional at least five calendar days prior to the effective date of such change, unless waived by the paraprofessional. This provision shall not apply in situations where there is a reduction in work hours. Any paraprofessional dismissed as a result of that paraprofessional's inability to work a schedule revised pursuant to this provision shall be offered re-appointment the following September, or sooner, should a vacancy exist.

Article 6

ANNUAL APPOINTMENT

- A. Paraprofessional positions are subject to annual appointment, based upon the paraprofessionals' skills, availability of positions and performance of the paraprofessional. Paraprofessionals, other than those in special education assignments, will be notified of their tentative employment for the following school year and of the general nature of their assignment by June 1. Paraprofessionals in special education assignments will be notified by June 15.
- B. If a paraprofessional is not to be recommended for reappointment, notice of this decision will be given by June 1. The paraprofessional may request, through the Superintendent, a statement of reason for non-reappointment, and such reason will be given. Thereafter, the paraprofessional, at his/her request, shall be granted a conference with the Human Resource Director.
- C. For externally funded paraprofessionals, the June 1 deadline stated above may not be adhered to when funds from grants have not been determined. In such cases, notification will be made as soon as reasonably possible.

Article 7

SELECTION AND PROMOTION

- A. No discrimination will be made in terms of religion, race, sex or national origin as per the New York State Civil Rights Law, Section 40-A
- B. Paraprofessionals who meet the qualifications for teaching or administrative positions in Great Neck Public Schools will be given preference over outside applicants when their qualifications are no less than equal to those of outside candidates. Paraprofessionals are encouraged to make known at any time their desires to be considered for promotional positions.

Article 8

EVALUATION AND STANDARDS

- A. The paraprofessional has the right to evaluation of his/her performance and to assistance in improvement of that performance.
- B. All paraprofessionals upon employment, will be advised during their orientation as to the evaluation procedures for paraprofessionals. Paraprofessionals shall be informed as to who is responsible for observation and evaluation of their performance.
- C. All evaluation of the paraprofessional's activity shall be conducted openly and with the paraprofessional's full knowledge and awareness.
- D. Each paraprofessional will be provided with a copy of the formal evaluation report.
- E. Items to be placed in the paraprofessional's permanent file will be discussed between the paraprofessional and the evaluator and should be signed by the paraprofessional to signify the notification that the item will be placed in the file. The paraprofessional will be provided the opportunity to respond in writing to the evaluation. All materials placed in the file after initial employment shall be open to the paraprofessional except for those confidential recommendations from outside the district.
- F. Each newly employed paraprofessional shall have a conference with the principal or the principal's designee no later than five months after employment. At this time the supervisor may indicate the paraprofessional's strengths and may also discuss any areas, which may need improvement. A summary of the conference will be initialed by both parties and included in the paraprofessional's personnel file, with specific suggestions for improvement.

Article 9

PROCEDURES FOR TERMINATION OF EMPLOYMENT

- A. Termination of employment during the paraprofessional work year shall be for reasons of failure to meet currently acceptable standards of effective service or for misconduct. In addition, termination of externally funded paraprofessionals may be for lack of external funding.
- B. Termination of paraprofessionals shall take effect immediately upon notification. However, the paraprofessional shall receive five working days' compensation.
- C. Within ten days of termination a paraprofessional may request a conference with the administrator in charge.

- D. Following the conference with the administrator in charge, the paraprofessional may, within 10 school days, appeal to and have a conference with the Superintendent of Schools.
- E. At any of these conferences the paraprofessional may have the right to Association assistance and representation.

Article 10

CONFERENCES

A. Paraprofessional-Administrator

A paraprofessional seeking a conference with an administrator or an administrator seeking a conference with a paraprofessional will indicate in advance the subject to be discussed.

In connection with disciplinary conference, in the event the administrator has invited another person to attend the conference, the paraprofessional shall be informed in writing and have the right thereafter to invite another individual of his/her choice to the conference. A statement to this effect shall be printed prominently on the appointment slip to be used for confirmation of said appointment. Such an appointment shall be arranged at least two school days prior to the appointment date.

The administrator shall make arrangements, if appropriate, for the attendance of the person requested by the paraprofessional pursuant to this article.

B. Paraprofessional-Teacher

Formal conferences between a paraprofessional and his/her immediate supervisor or teacher involved shall take place during the paraprofessional's regular working hours, subject to the approval of the building principal or his/her designee.

Article 11

HUMAN RESOURCE FILE

- A. A paraprofessional shall, upon prior request and with at least 24 hours advance notice, be given the opportunity to examine his/her file, except for confidential letters of recommendation and other materials leading to employment and to insert a response to any items contained therein. Such examination shall take place only in the presence of the Human Resource Director or his designated representative.
- B. Upon request, a paraprofessional will be supplied with a copy of any item in the file within a reasonable time.

- C. A paraprofessional's employment status may not be adversely affected by any matter not contained in his/her file.
- D. Any materials adversely affecting employment status must become part of the personnel file and must be shown to the paraprofessional in advance of adverse action. Materials used in a disciplinary conference may be entered into the personnel file. The material included must be documented as being accurate and as being relevant to the performance of the paraprofessional's duties. The accuracy and relevance of the material shall be subject to the grievance procedure.
- E. When principals or supervisors prepare written reports on paraprofessionals, the paraprofessionals shall receive copies of all written observation reports and evaluations of performance or conduct made by the building principal and/or supervisor within ten (10) school days of their preparation.

Article 12

PROFESSIONAL GROWTH

- A. To encourage employees to equip themselves for increasing responsibility within the District and more effective service to the community, the School District shall, in cooperation with Association representatives, develop an inservice training program.

Such program may include not only courses planned specifically for members of the Great Neck Paraprofessional Association, but also courses offered to members of the teaching faculty, to the extent that space is available, courses offered in the adult education program, as well as college courses offered on campus or in Great Neck.

- B. When a paraprofessional is required by administration to complete a course, workshop, or training session, the full cost of tuition will be paid by the District.
- C. If a paraprofessional is involved in inservice improvement programs to upgrade or expand his/her areas of training and skills then such individual will be considered, upon request, for vacancies in promotional categories of paraprofessional assignments.
- D. At the Superintendent's discretion, in exceptional circumstances, a paraprofessional may be granted permission to visit other schools or attend conferences or workshops, with costs borne by the school district. Any such request shall be forwarded to the Superintendent through the building principal.

- E. An instructional paraprofessional who earns 15 in-service credits (non-instructional paraprofessionals who earn 15 inservice credits) in job-related courses approved by the Human Resource Department shall receive a 63 cents per hour wage increase in 2011-2012 through 2014-2015 school years, effective on the February 1st or September 1st following completion. A maximum of 9 credits may have been earned prior to the effective date of this agreement but while employed in Great Neck.
- F. A second educational increment will be available worth 63 cents per hour over step and category in the 2011-2012 through the 2014-2015 school years. A maximum of 9 credits may have been earned prior to the effective date of this agreement while employed in Great Neck. A paraprofessional who earns a second educational increment shall apply by September 1st or February 1st of the year in which the increment is applicable to the Human Resource Department.
- G. A third educational increment will be available worth 63 cents per hour over step and category in 2011-2012 through 2014-2015 school years. A maximum of 9 credits may have been earned prior to the effective date of this agreement while employed in Great Neck. A paraprofessional who earns a third educational increment shall apply by September 1st or February 1st of the year in which the increment is applicable to the Human Resource Department.
- H. A fourth educational increment will be available worth 63 cents per hour over step and category in 2011-2012 through 2014-2015 school years. A maximum of 9 may have been earned prior to the effective date of this agreement while employed in Great Neck. A paraprofessional who earns a fourth educational increment shall apply by September 1st or February 1st of the year in which the increment is applicable, to the Human Resource Department.
- I. The district shall allocate a sum of \$1,000.00 for conference attendance by paraprofessionals. Such conferences must be related to the paraprofessional's services to the Great Neck Public Schools as a paraprofessional.

A paraprofessional shall apply to the Human Resource Department, which shall screen and recommend such attendance to the Superintendent. The Superintendent's decision is final and binding regarding conference approval.

Article 13

SICK LEAVE

- A. Each paraprofessional is allowed thirteen days of sick leave with full pay during each school year, provided such absence is due to illness of the paraprofessional or sickness or death in the paraprofessional's family. (Immediate family includes husband, wife, son, daughter, mother, father, brother, sister, or any relative residing in the paraprofessional's home). In illnesses or death involving a paraprofessional's immediate family, paid leave shall not be available for more than a total of 30 days per year.

- B. If a paraprofessional is absent for one or more of the reasons above specified beyond the number of days standing to his/her credit, she/he will automatically be dropped from the payroll for the period of such absence.
- C. The annual sick leave allowance is credited to the account of each paraprofessional on September 1, except for the new hires, who shall earn paid sick leave allowance at the rate of 1.3 days per month for the first year of their employment in the District.
- D. Unused sick leave is cumulative from year to year.
- E. A doctor's certificate may be required by the Superintendent following a sick leave absence. The cost of the examination or visit to the physician of choice of the paraprofessional shall be borne by the district.
- F. A paraprofessional who retires or resigns after attaining age 55 with at least 10 years of service in Great Neck shall receive a retirement bonus equal to one day's pay, at the paraprofessional's current daily rate of pay, for each three days of accumulated sick leave, up to a maximum of 80 days.

FOR THE 2012-2013 SCHOOL YEAR ONLY, Members who notify the District of their intent to retire by December 3, 2012 for retirement to be effective no later than June 30, 2013 shall be entitled to payment of unused sick leave at the rate of two (2) days' pay for each three (3) accumulated sick days to a maximum of 160 days.

- G. Externally-funded paraprofessionals shall earn sick leave at the rate of one day for each 20 days worked during the year, but no person shall be credited with fewer than two days sick leave, nor more than a maximum of 13 days per year. This section shall not be interpreted to reduce leave being credited at a higher rate for anyone who may have been granted such leave or an externally funded paraprofessional. Individuals in the Child Development Center shall continue to maintain their current leave allotment.
- H. A doctor's certificate may be required by the Superintendent for a sick leave absence on the day(s) immediately preceding and/or following the summer, Thanksgiving, Christmas, winter or spring vacation periods.

Article 14

PERSONAL LEAVE

Up to two days' leave in any school year may be granted without loss of pay on prior application (except in emergencies) to the Superintendent and/or his/her designee for attendance to personal affairs. In applying for a personal leave day, the specific reason for the personal leave request shall be cited.

Personal affairs shall include **but not be limited to:**

- Closing title to home
- Moving day
- Court appearance
- Workers' Compensation hearing
- Appearance at Internal Revenue Bureau
- Entering children in college
- Attending children's graduation
- Marriage
- Attending wedding of family member
- Religious ceremony involving family
- Illness or death of close friend
- Vehicular breakdown
- Impassable roads
- Failure of public transportation
- Religious observance

Personal leave shall not be granted for activities that can ordinarily be scheduled for non-work time.

Personal leave days not used prior to June 30 of the school year will be added to the staff member's accumulated sick leave on September 1.

It is understood that personal leave shall not be granted for recreational purposes or for the purpose of extending a weekend or vacation period. Personal leave shall not be granted for the days immediately preceding and/or following the summer, Thanksgiving, Christmas, winter and spring vacation periods except as approved by the Superintendent or his/her designee.

Article 15

OTHER LEAVES

A. Absence Without Pay

1. After three consecutive years of professional service, a paraprofessional may, upon the recommendation of the Superintendent and approval of the Board, miss one school year of service without losing the right to re-employment with all accrued benefits. Such leave shall not carry over into a second school year and the individual shall not accrue seniority during the year's leave of absence. Such leave must be applied for, in writing, to the Human Resources Department by June 1 and shall begin on September 1. For unavoidable circumstances, the request must be made in writing 30 days prior to September 1 to be considered.
2. After three consecutive years of professional service, a paraprofessional in a funded program may, upon the recommendation of the superintendent and approval of the Board, miss one school year of service without losing the right to re-employment with all accrued benefits. Such leave shall not carry over into a second school year and the individual shall not accrue seniority during the year's leave of absence. No more than one funded paraprofessional in each funded program shall be granted such leave of absence in each school year. Such leave must be applied for, in writing, to the Human Resources Department by June 1 and shall begin on September 1. For unavoidable circumstances, the request must be made in writing 30 days prior to September 1 to be considered.
3. After reinstatement, the paraprofessional shall be credited with previously accumulated benefits, and shall regain all other benefits to which he/she was previously entitled.

B. Request for a partial year's leave without pay will not be granted for vacation or travel purposes. In exceptional cases a partial year's leave without pay may be granted at the discretion of the Human Resource Department, provided it is not for vacation or travel purposes and a written request is submitted not less than one month in advance. The Director's determination may be appealed to the Superintendent of Schools whose decision shall be final.

C. If a paraprofessional incurs an on-the-job injury necessitating absence from work, he/she shall receive full pay for the duration of the necessary absence or 12 calendar months, whichever is less, without loss of sick leave benefits. Any workers' compensation, salary, benefits paid during the absence shall be deducted from the pay for such period.

If an approved workers' compensation doctor indicates that an employee is able to return to full duty and the employee does not return to work, the district has the right to charge the employee's sick time or to drop the employee from the payroll, including all fringe benefits.

D. Paraprofessionals who meet the federal statutory requirements shall be entitled to Family Medical Leave Act (FMLA) benefits.

Article 16

GRIEVANCE PROCEDURES

A. The Association and members of the unit shall have the right to process grievances, which may arise.

B. Definitions

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this agreement.
2. "Paraprofessional" shall mean any member of the unit represented by the Association and covered by the Agreement.
3. "Supervisor" shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the chief executive officer.
4. "Association" shall mean the Great Neck Paraprofessionals Association.
5. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance.
6. "Party in Interest" shall mean the Grievance Committee of the Association and any party named in the grievance who is not the aggrieved party.
7. "Grievance Committee" is the committee created and constituted by the Great Neck Paraprofessionals Association and composed of those members of the Association certified in writing to the Board of Education by the Association as Committee members.
8. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Step 1: A paraprofessional shall initiate any grievance within 30 school days of the time he/she is notified of or should have known of the act or decision on which the grievance is based. Any grievance shall be discussed in the first instance by the paraprofessional(s) involved, and his/her immediate supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. A grievance submitted to the supervisor shall be answered in writing by the supervisor within seven school days from the time the grievance was received by said supervisor. The Association shall receive a copy of any such reply.

Step 2: In the event that the grievance was not satisfactorily adjusted under Step 1, the paraprofessional(s) or the Association through its Grievance Committee may within 15 school days from the date of the written answer take up such grievance with the Superintendent or his delegate, who would have the authority to settle the issue.

A hearing will be held within ten school days of receipt of appeal. A decision by the Superintendent will be rendered within ten school days after the hearing.

Step 3: A grievance, which is not satisfactorily adjusted (this includes a failure to receive an answer within the specified time period), as a result of said hearings, may within 15 school days of the written answer (or 30 days from submission of grievance, if no answer was issued) be submitted to arbitration.

Selection of the arbitrator shall be determined in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the cost of arbitration (exclusive of attorneys' fees) shall be borne equally by the District and the Association.

Decisions of the arbitrator on any grievance arising under this agreement concerning its application and interpretation shall be binding upon all parties.

The arbitrator may not add, detract or modify the provisions of this agreement. His/her role is to interpret contract language as it exists to the intent that it was meant to serve.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party involved by reason of such grievance or lawful participation therein in accordance with this procedure.

Article 17

LEGAL ASSISTANCE

The Board will cooperate with and render legal assistance to paraprofessionals provided in Section 3023 and 3028 of the Education Law of the State of New York.

Article 18

CONFORMITY TO LAW

If any provision of this Agreement or any application of this Agreement is held to be 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 in full force and effect.

Article 19

HEALTH INSURANCE

A. Each unit member employed prior to August 31, 1985 shall continue to be eligible for Group Health Insurance Benefits, Empire Plan or equal plan. Each unit member initially employed as of September 1, 1985 and thereafter shall be eligible for Group Health Insurance Benefits provided they can reasonably be expected to meet during the ensuing year the minimum work level as follows:

1. 20 hours or more on a regularly scheduled weekly basis, or
2. 350 or more hours during the previous school year.

B. The Board will pay the cost of the New York State Group Health Insurance then in effect except as provided herein:

1. Unit members' contribution to the applicable total premium shall increase as follows:

2011-2012 – no increase for a total contribution of 9%

2012-2013 – +1% for a total contribution of 10%

2013-2014 – +1% for a total contribution of 11%

2014-2015 – +1% for a total contribution of 12%

A unit member whose spouse is employed by the District and whose spouse elects family coverage shall not be entitled to elect family coverage.

C. Each unit member employed after January 1, 1988 who is scheduled to work 25 hours per week or more will be eligible for health insurance benefits according to the terms specified in item B above.

Article 20

RETIREMENT PLAN

Association members shall be covered, depending on their eligibility, by either the New York State Employees' Retirement System plan currently in effect for the district's Civil Service employees or by the New York State Teachers' Retirement System plan currently in effect for teachers and administrators.

Article 21

SALARY SCHEDULE

Salary Schedule Conditions

A. Effective September 1, 2011 through September 1, 2014, the paraprofessionals, as defined in Appendix A, will be compensated in accordance with the salary schedule shown in Appendix D.1 through D.4 respectively.

B. Credit will be granted for prior Great Neck Public School experience as a paraprofessional, professional or clerical employee.

C. Definition of Steps

1. Effective September 1, 1997, Definition of Steps for Instructional Paraprofessionals:

Step 1. No experience through the completion of one full year's experience in the Great Neck Public Schools.

Step 2. Two through the completion of three full years of experience in the Great Neck Public Schools.

Step 3. Four through the completion of five full years of experience in the Great Neck Public Schools.

Step 4. Six or more years of experience in the Great Neck Public Schools.

Step 5. Eight or more years of experience in the Great Neck Public Schools.

Step 6. Ten or more years of experience in the Great Neck Public Schools.

Step 7. Twelve or more years of experience in the Great Neck Public Schools.

Step 8. Fourteen or more years of experience in the Great Neck Public Schools.
(Effective 9/1/08)

2. Definition of Steps for Non-Instructional Paraprofessionals hired after June 30, 1997:

Step 1. No experience through the completion of one full year's experience in the Great Neck Public Schools.

Step 2. Two through the completion of three full years of experience in the Great Neck Public Schools.

- Step 3. Four through the completion of five full years of experience in the Great Neck Public Schools.
- Step 4. Six or more years of experience in the Great Neck Public Schools.
- Step 5. Eight or more years of experience in the Great Neck Public Schools.
- Step 6. Ten or more years of experience in the Great Neck Public Schools.
- Step 7. Twelve or more years of experience in the Great Neck Public Schools.
- Step 8. Fourteen or more years of experience in the Great Neck Public Schools
- Step 9. Sixteen or more years of experience in the Great Neck Public Schools.
- Step 10. Eighteen or more years of experience in the Great Neck Public Schools
- Step 11. Twenty or more years of experience in the Great Neck Public Schools.
- Step 12. Twenty-two or more years of experience in the Great Neck Public Schools. (Effective 9/1/08)

- D. 1. Effective September 1, 2011, a longevity payment of 92 cents per hour shall be paid to each unit member with eleven or more years of experience in the Great Neck Public Schools for each hour worked. Longevity payments shall be applied to eligible employees on September 1, January 1, and April 1 immediately following completion of the required number of years service.
- 2. Effective September 1, 2011, a longevity payment of 60 cents per hour shall be paid to each unit member with twenty or more years of experience in the Great Neck Public Schools for each hour worked. Longevity payments shall be applied to eligible employees on September 1, January 1, and April 1 immediately following completion of the required number of years service.

Article 22

SENIORITY POLICY

A. Seniority shall be defined as the years of service within the school district commencing from date of placement on a regular annual basis within each category included in the paraprofessionals' unit. Five categories are recognized. They are clerical, non-instructional, instructional, externally funded aides and bus aides.

A paraprofessional may earn seniority in more than one category each year and in the district. Paraprofessionals in regular annually appointed positions shall receive one year's seniority credit for each full school year of employment.

B. In the event that two or more paraprofessionals have the same number of years of service in the same category, that paraprofessional with the greater total service in the district shall be deemed to have the greater seniority within the district. In the event of equal service, the Superintendent shall determine which paraprofessional should be retained.

C. 1. In the event of position reductions, regardless of reasons, the paraprofessional in the district with the least seniority in the category to be reduced shall be declared in excess.

2. Any position that becomes available shall be offered to paraprofessionals in that category on a district-wide seniority basis before placing less senior excessed paraprofessionals.

3. Excessed paraprofessionals shall have recall rights in accordance with Article 5.E.

4. A paraprofessional in excess who refuses an offered position in his/her category, shall not be eligible for further excessing privileges, unless the position refused is less than 75 percent of the hours previously worked, or would entail loss of health benefits to which the paraprofessional was previously entitled. No new paraprofessional shall be hired from outside the district until all excessed paraprofessionals with excessing rights have been placed in a position.

D. If the number of vacancies is less than the number of paraprofessionals in a category in excess as of June 1, those paraprofessionals with the least seniority in the district shall be excessed to provide positions for those paraprofessionals with greater seniority in the district. Paraprofessionals for whom no positions exist as of June 1 for the next school year shall be placed in vacancies that may occur between June 1 and September 1 of the second school year in which they were excessed in order of seniority.

- E. When the activities of a paraprofessional require special skills or talents, exceptions to the excessing policy and seniority rules may be made following submission of a written explanation of the reasons for the exception and following consultation with the GNPA and the Superintendent or his designee. Final decision in such cases will be made by the Superintendent.
- F. A paraprofessional who has worked in more than one category and who has been declared in excess will choose his or her seniority category and shall have priority in that category only.
- G. In the event of vacancies in other categories in which no paraprofessional is in excess, a paraprofessional who is in excess and who meets the qualifications for the new category may apply for such a vacancy and be given first consideration in the normal screening process for the filling of such vacancies.
- H. Seniority for Externally-Funded Paraprofessionals shall be by program, when job requirements and special skills permit. Upon request, the GNPA shall be given an explanation of the particular special skills needed. When positions are eliminated or reduced in hours by 50 percent or more in one program, any paraprofessional so affected shall be given first consideration for vacancies in other externally funded programs for which they may be qualified.

Article 23

COMPENSATION FOR FINANCIAL LOSS

Each July 1, the Board of Education shall establish a fund of \$400 to reimburse paraprofessionals, in an amount of at least \$20 and not to exceed \$80 per occurrence for damage, destruction or theft of personal property of a kind normally worn to or brought into the school building when the paraprofessional has not been negligent and to the extent that such loss is not covered by Workers' Compensation or other insurance.

The paraprofessional shall supply to the district, evidence of the value of the item destroyed, damaged or stolen and such other evidence as the district might need to process the claim for reimbursement.

Article 24

DURATION OF AGREEMENT

This agreement shall be binding and in full force effective July 1, 2011 and extending through June 30, 2015 except as otherwise indicated and shall be automatically renewable for successive one year periods unless either party notifies the other in writing no later than February 1 of its desire to reopen negotiations on one or more matters covered by the agreement.

APPENDIX A

Determination of Negotiating Unit

For the purpose of this Agreement, the negotiating unit as determined by the New York State Public Employment Relations Board, shall consist of all instructional teacher aides, non-instructional teacher aides, externally funded aides, and bus aides.

Barbara Berkowitz, President
GREAT NECK BOARD OF EDUCATION

Barbara Konigsberg, President
GREAT NECK PARAPROFESSIONAL ASSOCIATION

APPENDIX B

**GREAT NECK PARAPROFESSIONALS ASSOCIATION
Payroll Deduction Authorization**

Social Security Number

Building

Last Name First Name Middle

Date

Home Address

To: Board of Education of Great Neck Union Free School District
(Great Neck Public Schools)

Pursuant to Chapter 392, Law of 1967, I hereby designate the Great Neck Paraprofessionals Association as my representative for the purpose of collective negotiations and hereby request and authorize you, according to agreements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues as certified by that Association. In the case of termination of employment, the Board of Education shall deduct the remainder of the annual said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefor. This authority shall be continuous while employed in this school district or until withdrawn by written notice.

() Deduct dues for Great Neck Paraprofessionals Association and its affiliates.

Signature

APPENDIX C

Bus aides shall be paid on non-instructional schedule.

APPENDIX D 1**SALARY SCHEDULE FOR PARAPROFESSIONALS
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2011**

STEP	INSTRUCTIONAL	STEP	NON-INSTRUCTIONAL
1	\$25.49	1	\$18.05
2	\$26.66	2	\$18.70
3	\$28.50	3	\$19.34
4	\$30.34	4	\$20.00
5	\$31.51	5	\$20.64
6	\$31.84	6	\$21.31
7	\$32.19	7	\$21.95
8	\$32.75	8	\$22.59
		9	\$23.22
		10	\$23.88
		11	\$24.53
		12	\$24.96

APPENDIX D 2**SALARY SCHEDULE FOR PARAPROFESSIONALS
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2012**

STEP	INSTRUCTIONAL	STEP	NON-INSTRUCTIONAL
1	\$25.87	1	\$18.32
2	\$27.06	2	\$18.98
3	\$28.93	3	\$19.63
4	\$30.80	4	\$20.30
5	\$31.98	5	\$20.95
6	\$32.32	6	\$21.63
7	\$32.67	7	\$22.28
8	\$33.24	8	\$22.93
		9	\$23.57
		10	\$24.24
		11	\$24.90
		12	\$25.33

APPENDIX D 3**SALARY SCHEDULE FOR PARAPROFESSIONALS
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2013**

STEP	INSTRUCTIONAL	STEP	NON-INSTRUCTIONAL
1	\$26.18	1	\$18.54
2	\$27.38	2	\$19.21
3	\$29.27	3	\$19.87
4	\$31.16	4	\$20.54
5	\$32.37	5	\$21.20
6	\$32.71	6	\$21.89
7	\$33.06	7	\$22.55
8	\$33.64	8	\$23.20
		9	\$23.85
		10	\$24.53
		11	\$25.20
		12	\$25.64

APPENDIX D 4**SALARY SCHEDULE FOR PARAPROFESSIONALS
HOURLY RATES EFFECTIVE SEPTEMBER 1, 2014**

STEP	INSTRUCTIONAL	STEP	NON-INSTRUCTIONAL
1	\$26.50	1	\$18.76
2	\$27.71	2	\$19.44
3	\$29.63	3	\$20.10
4	\$31.54	4	\$20.79
5	\$32.75	5	\$21.46
6	\$33.10	6	\$22.15
7	\$33.46	7	\$22.82
8	\$34.04	8	\$23.48
		9	\$24.14
		10	\$24.82
		11	\$25.50
		12	\$25.95