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Union: **Elwood Paraprofessional Association**

Local:

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PST/ 2042

AGREEMENT

by and between

THE ELWOOD PUBLIC SCHOOLS
Town of Huntington, Greenlawn, New York

and

THE ELWOOD PARAPROFESSIONAL ASSOCIATION

July 1, 2014 – June 30, 2017

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AGREEMENT entered into this 21st day of January, 2015, by and between the ELWOOD PUBLIC SCHOOLS, Town of Huntington, Greenlawn, New York (hereinafter referred to as the "District"), and the ELWOOD PARAPROFESSIONAL ASSOCIATION (hereinafter referred to as the "Association")

WITNESSETH:

WHEREAS, the District recognizes the Association as the exclusive representative of the employees of the negotiating unit, consisting of non-instructional paraprofessionals, computer paraprofessionals, and audio visual media paraprofessionals for the purpose of collective negotiations under the Public Employees Fair Employment Act; and

WHEREAS, under the provisions of the Public Employees Fair Employment Act, the parties, at the request of the Association, by their respective representatives, negotiated an agreement which embodied the wages, hours, and terms and conditions of employment of the non-instructional paraprofessionals, computer paraprofessionals, and audio visual paraprofessionals employed in this District; and

WHEREAS, the parties, in negotiations to review said agreement for an additional three year term, have reached certain agreements during such negotiations, and have expressed a desire to embody such agreements in a renewed collective negotiations agreement for the purpose of continuing to maintain harmonious relations between the District and the employees and to that end provide for the fair and peaceful adjustment of any disputes which may arise between them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I - RECOGNITION

The District recognizes the Association as the exclusive representative of the employees in the negotiating unit consisting of all non-instructional paraprofessionals, computer paraprofessionals and audio visual paraprofessionals employed by the District for the purpose of collective negotiations under the Public Employees Fair Employment Act.

ARTICLE II - NO STRIKE

The District and the Association subscribe to the principles set forth in the Public Employees Fair Employment Act that all disputes between the parties shall be resolved by peaceful and appropriate means without interruption of work. The Association, therefore, agrees that there shall be no strike, work stoppages or other concerted refusals to perform work by the employees governed by the Agreement and agrees not to instigate or to participate in such a strike.

ARTICLE III - WAGES

A. Salaries

Effective July 1, 2014, there shall be a 0.64% increase on the salary schedule and normal step movement shall resume.

Effective July 1, 2015, there shall be a percentage increase on the salary schedule by the amount that the December, 2014 Change Average to Average, in the Consumer Price Index, All Urban Consumers – (CPI-U) U.S. City Average exceeds 0.05 with a maximum increase not to exceed 1.95%.

Effective July 1, 2016, there shall be a percentage increase on the salary schedule by the amount that the December, 2015 Change Average to Average, in the Consumer Price Index, All Urban Consumers – (CPI-U) U.S. City Average exceeds 0.35 with a maximum increase not to exceed 1.65%

In addition to base salary, there shall continue to exist certain “longevity” payments to unit members who qualify, as described herein below. Eligibility shall require that the unit member has at least 10 years of service in the District, with a minimum of 2 years in the current position. For unit members working at least 6 hours each day, the longevity amount, added to base salary, shall be \$450 per year. For unit members who work at least 4 hours, but fewer than 6 hours each day, the payment shall be \$250. For unit members who work at least 2 hours, but fewer than four hours each day, the payment shall be \$125 each year. It is agreed and understood that, for the purpose of calculating total years of service, the District shall apply the same formula used to determine “step” differential eligibility.

Each unit member shall have his or her pay directly deposited into a checking account designated by the unit member. Unit members who work six or more hours and whose pay is annualized shall continue to have the option of 21 or 25 salary payments.

B. New paraprofessionals hired prior to February 1 will be advanced to a new salary step on the next September; new paraprofessionals hired after February 1 will remain on step and advance 1 (one) step on September 1, after completing at least 1 (one) full year of service.

ARTICLE IV - WORKWEEK

Hourly employees shall work during and be paid for the number of hours designated and actually worked. For such employees who work a minimum of six hours daily, however, their salaries will be annualized, based on the projected number of anticipated work days in the school calendar.

ARTICLE V – HOLIDAYS

Paraprofessionals whose regular work schedule is six or more hours daily will be paid for the following six holidays:

Thanksgiving Day	Martin Luther King's Birthday
Christmas Day	Presidents' Day
New Year's Day	Memorial Day

Paraprofessionals whose regular work schedule is for four or more hours, but less than six, will be paid for the following four holidays:

Thanksgiving Day	New Year's Day
Christmas Day	Martin Luther King's Birthday

Paraprofessionals whose regular work schedule is for two or more hours, but less than four, will be paid for the following two holidays:

Thanksgiving Day	Christmas Day
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ARTICLE VI - PAID PERSONAL BUSINESS LEAVE

Upon written notice, at least 48 hours in advance to the building Principal or immediate supervisor, the employee will be granted personal business leave up to 3 days per year. Such personal business leave shall be used only for personal business which cannot be accomplished except during work time. Personal illness is a legitimate reason for use of personal business leave, if the unit member has exhausted all sick leave. If the personal leave is for a day or days immediately adjacent to a holiday, vacation/recess period, or the start/end of the school year, the day shall be considered as a request, rather than a notification, and the specific reason for the request will be given. The request will require the approval of the superintendent or designee. A personal day so requested will be approved provided the reason meets the requirements for use of personal business leave as set forth above. If an emergency precludes the 48-hour notice requirement, then advance notice may be waived by the superintendent or designee; in such instances, the specific nature of the emergency will be provided.

ARTICLE VII - PROMOTIONS

All promotional job openings shall be posted at each unit member's place of work within the District and all eligible unit members shall have an opportunity to apply for said positions. A promotion shall be defined as a change in classification which results in an increase in wages. Within each building, however, the opportunity for additional regular hours of work, through a vacancy created by a retirement, resignation or creation of a new position, including AV paraprofessional, shall first be offered to unit members within that building. Final selection of the unit member within the building, however, shall be within the sole discretion of the principal.

When a paraprofessional substitutes in a position which is higher paying within the same unit,

he/she shall be compensated at the higher rate of pay for that time and position.

ARTICLE VIII - INSURANCE

A. Health Insurance, Dental Insurance

The District agrees to provide health insurance and dental insurance to all paraprofessionals with at least thirty (30) weekly work hours, and who qualify for coverage under the State Health Insurance Plan. The district will contribute 90% of the premiums in effect as of June 30, 2004 for Individual or Family medical coverage, plus 75% of any increases in the premiums after that date, and the employee will contribute 10% of the premiums in effect as of June 30, 2004 for Individual or Family medical coverage, plus 25% of any increases in the premiums after that date. Effective July 1, 2014, employee contributions toward dental insurance will be increased from \$35 to \$40 for Individual coverage and from \$75 to \$80 for Family coverage.

The District shall pay 75% of family coverage, or 85% of individual coverage (whichever is applicable) of the cost of health insurance on behalf of unit members who retire under the service retirement provisions of the New York State Employees' Retirement System, and who are eligible for such health insurance coverage into retirement. Upon such service retirement, each unit member so retiring shall receive an individual letter confirming the District's contribution rate. Unit members hired prior to June 26, 2014 must have at least ten (10) years of service as an employee in Elwood to be eligible for health insurance in retirement. Unit members hired after June 26, 2014 must have fifteen (15) years of service as an Elwood employee to be eligible for health insurance in retirement.

In addition, this benefit shall also apply to unit members who are not eligible for service retirement, but who have completed 20 or more years of service in the Elwood Public Schools, have reached the age of 62, and are eligible, under applicable rules of the New York State Department of Civil Service, to carry health insurance into retirement.

B. Waiver of Health Insurance

Eligible unit members may formally choose to decline coverage in the District's existing medical insurance plan in exchange for a payment from the District. Unit members eligible for Individual coverage shall receive \$600 each calendar year in exchange for declining such coverage. Unit members eligible for Family coverage shall receive \$1,500 each calendar year in exchange for declining such coverage. Payment shall be proportionately added to the unit member's regular salary during intervals established by the District over the course of the calendar year.

Any unit member who opts for this payment in lieu of the District's medical insurance plan shall be required to complete the appropriate form by the date the District establishes prior to the year in which she/he wishes to decline such insurance.

Any unit member who is not in the employ of the District on January 1 or who otherwise is employed for less than a full year and who opts for this benefit shall receive an appropriate prorated payment for the period of time employed during the calendar year.

Any unit member who declines coverage in any given year and who subsequently needs to re-enroll in the insurance plan may do so, but shall be subject to a three (3) month waiting period. Such unit member shall receive a prorated payment for the portion of the calendar year for which he/she had no coverage.

Effective January 1, 2015, the health insurance buy-out is subject to the restrictions set forth in Policy Memo 122r3 issued by the Department of Civil Service. In the event that Policy Memo 122r3 is declared to be in violation of rights of employees pursuant to the collective bargaining agreement by a court or legislation is enacted permitting impacted employees to opt-out of the NYSHIP plan under a buy-out program, the District will reinstate the buy-out program for the impacted employees effective with the date established by court or legislation.

C. Life Insurance

The District shall make available a Group Life Insurance Policy for employees working 30 hours or more per week, in an amount equal to 60% of annualized salary rounded to the nearest \$500.00, with a minimum life insurance benefit of \$2,000.00.

D. Vandalism

The District agrees to set aside the sum of \$350.00 each year of the contract to pay possible claims for damage to employee's personal property caused by vandalism. This will be the limit of District liability for all employees in the unit in any one year except that the annual allowance may accrue up to \$750.00.

E. Disability Insurance

Each employee working thirty (30) hours or more per week shall be entitled to Long Term Disability Coverage in accordance with the coverage afforded to members of the Elwood Teachers' Alliance pursuant to the collective bargaining agreement between the Elwood Teachers' Alliance and the Elwood Union Free School District for the period July 1, 2014 through June 30, 2017.

F. Extended Coverage

Personnel already participating in the Health, Dental Disability and/or Group Life Insurance, shall be afforded the opportunity of continuing in all District plans if they are excessed or retire from their job, the cost to be borne by the individual at rates set by the carrier and said coverage subject to carrier approval. Exception--for retirees, Empire Plan coverage shall be governed by Section A of this article.

ARTICLE IX - GRIEVANCE PROCEDURES

Any grievance arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder shall be processed in accordance with the following procedures, it being understood that nothing herein contained shall be construed as limiting the right of such employee

having a grievance to discuss the matter informally with an appropriate member of the administration and that the aggrieved party may have a representative of his choosing with him/her at any stage in the grievance procedure. The employee must present said grievance to his/her immediate supervisor within sixty (60) school days of the act or occurrence which serves as the basis for the grievance.

A. Stage 1:

The first procedural stage shall consist of the employee's presentation of the grievance to his/her immediate supervisor. The discussion and resolution of a grievance of this stage shall be on an oral and informal basis. In the event that such grievance is not satisfactorily resolved, such employee may proceed to the second stage.

B. Stage 2:

The second procedural stage shall consist of a written request by the aggrieved employee within ten (10) working days following the decision at Stage 1 for a review and determination of his/her grievance by the Superintendent or his/her designee. The Superintendent will render his/her decision within ten (10) working days after the conclusion of the presentation of such grievance. In the event that the aggrieved employee is not satisfied with such decision, such employee may proceed to the third stage.

C. Stage 3: Arbitration

a. If the aggrieved is not satisfied with the decision at Stage 2, he/she may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) calendar days of the decision at Stage 2.

b. The District and the Association agree to use the following permanent arbitrators, in rotating order:

1. Howard Edelman
2. Martin Scheinman
3. Robert Simmelkjaer
4. Rosemary Townley
5. Bonnie Siber Weinstock

Within ten (10) working days, or as soon thereafter as possible, after receipt of such written notice from the aggrieved, the District and the Association will contact the next arbitrator in rotation, and will obtain a commitment from said arbitrator to serve. Both parties will abide by the Rules and Regulations for Voluntary Arbitration of the American Arbitration Association insofar as they do not conflict with the terms of this agreement.

c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing. The arbitrator will set forth the findings of fact, reasoning and conclusions on the issues presented, in writing, to the District and aggrieved.

d. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

e. The decision of the arbitrator is final and binding on both parties except in the event that the arbitrator's award exceeds \$5,000, in which case the award becomes advisory. The only exclusion to this exception is in the event that the ruling prescribes the rehiring of a paraprofessional and the contemplated cost is in excess of \$5,000. In the event that the ruling involves the rehiring of a paraprofessional, then the decision is binding.

f. Jurisdiction

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:

1. Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement;
2. Overruling the exercise of the 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, and that the determination was not arbitrary or capricious.

D. Stage 4:

In the event the binding aspect of Stage 3, Paragraph e does not apply:

a. Within five (5) days after receipt of the arbitrator's report, or in the event of unforeseen or unavoidable circumstances, then within ten (10) days after such receipt, the District of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The official grievance record maintained by the Superintendent shall be available for the use of the District. The District may involve the parties of interest in the hearing.

b. Within five (5) days after the conclusion of the hearing, the District shall render a decision, in writing on the grievance.

c. Such action by the Board of Education shall be taken fifteen (15) days after receipt of the arbitrator's report.

ARTICLE X - TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 204-A OF THE TAYLOR LAW, THAT ANY PROVISION ON 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.

ARTICLE XI - SICK LEAVE

A. Employees shall be entitled to five (5) sick days per year for the first five (5) years of employment. After five (5) years of employment with the District, employees covered by this Agreement shall be entitled to ten (10) sick days per year.

B. The District reserves the right to request a doctor's certificate for any day of sick leave.

C. The employees covered by this Agreement shall be permitted to accumulate unused sick leave days to which they are entitled in accordance with Paragraph "A" above.

D. The maximum number of sick days which may be accumulated by an employee is one hundred and eighty (180) days. Excluded from this maximum cap is any employee who has already accumulated 180 sick days as of July 1, 2014.

E. On or before October 30th of each year, the District shall notify each employee of the amount of accumulated sick days as of September 1st of that year.

F. When a member is to serve on jury duty, the individual member can elect to be paid by the School District or the court. In the event the member chooses to be paid by the District, the member will turn over to the District the check sent by the court, excluding monies paid for traveling.

G. Upon retirement or excess from the District, a unit member shall receive the equivalent of one (1) day of pay for each three (3) days of accumulated sick time.

ARTICLE XII - PROMOTIONS, TRANSFERS AND VACANCIES

A. Promotions and Vacancies: Notice will be given to the Association of all openings within the unit as well as other openings for positions in the District for which they might qualify. Should there be multiple applicants for a promotional position, it is agreed that seniority, current unit membership, and ability shall be factors considered in determining which applicant shall receive consideration in competing for such position. A position involving more hours per day of work shall, for the purposes of this paragraph, be deemed a promotional position. It is further agreed that any grievance as such is defined in Article IX of this Agreement, brought in connection with the application of the language of this paragraph, shall end at Stage 2 of the Grievance Procedures, and shall not be further reviewable in any legal or other forum.

B. Vacancies: Eligible unit members shall have an opportunity to apply for vacant paraprofessional positions. All such applicants shall be afforded an interview for the position. The ultimate decision shall be solely within the building principal's discretion, although seniority shall be considered.

C. Layoffs: In the event of a layoff, the District shall follow the principle of seniority within the unit to the extent not in conflict with its judgment as to the best needs of the students and/or the District.

D. Seniority: In the event of a closing of a building, paraprofessionals in that building will be assigned to other buildings in order of their current seniority.

E. Transfer: Paraprofessionals, who are transferred to or accept another paraprofessional position which is a 1:1 student aide position with more hours, will have the right to revert back to their old position when the position ends. This benefit will apply for up to one year from the start date of the new position. The incumbent who took the paraprofessional's prior position will either be transferred to another opening, if one is available, or will be moved to another position, if someone less senior has been hired in the interim, and the least senior person shall be the person laid off.

ARTICLE XIII - MISCELLANEOUS

A. Meetings

1. Periodic meetings may be called by the building principal with the paraprofessionals, computer paraprofessionals, and audio-visual media paraprofessionals employed within his or her building, to allow discussion of matters of mutual concern and interest to the parties. When meetings are called by the building administration before or after the paraprofessionals' regular working hours, such extra hours will be added on their time sheets.

2. The paraprofessional may also request a meeting with the Building Principal to be held after school at a mutually convenient time.

3. The E.P.A. shall have reasonable use of school buildings for meetings.

B. Reassignments: If a paraprofessional is reassigned and commences performing the duties of a job covered by a Civil Service classification, such paraprofessional shall be reclassified and receive corresponding adjustment in pay.

C. Article 75 Protection:

1. New employees during their first six (6) months of employment shall be considered probationary employees and shall be governed by the provisions of Article 75 of the Civil Service Law. After six (6) calendar months of continuous employment, employees may be disciplined, including suspension and/or discharge, in accordance with Article 75 of the Civil

Service law.

2. Sub-paragraph one (1) above shall not be applicable to employees hired on or after January 1, 2003. Said employees shall be eligible for Civil Service law Article 75 protection after thirty (30) calendar months of continuous service with the District. Unit members with less than thirty (30) calendar months of continuous service with the District shall be considered probationary employees pursuant to Civil Service Law, Article 75.

D. Utilization of Paraprofessionals: The assignment and utilization of paraprofessionals shall be solely within the building principal's discretion, although seniority shall be one of the factors considered by him/her. An employee who is dissatisfied with a building principal's decision may utilize the grievance machinery of this contract to contest it.

E. In-Service Program: It is agreed that the building principals, together with the paraprofessionals in their building, will work up an in-service program, to be implemented within their buildings for the purpose of assisting paraprofessionals in developing their skills and enhancing their opportunities for promotions.

F. Re-employment: Absent an emergency or some other development which would dictate a later date of notification of a decision on re-employment (such as an initial budget defeat, which results in a scheduled second budget vote), employees shall be notified of the decision of their re-employment for the following year no later than July 15.

G. Maintenance of Benefits: Unless otherwise provided for herein, no employee shall suffer the loss of any benefit currently received by reason of the execution of this Agreement.

H. Preferential Rehire: An employee who has been terminated because of budgetary or program reasons shall be entitled to preferential rehiring rights within all buildings in the event of new hiring. In the event of a refusal of an offer to rehire by an employee, the position shall be offered to any other qualified employee who has been so terminated before hiring from outside the District.

I. Reporting for Work Pay: If an employee covered by this Agreement reports for and commences his/her regular workday but is then sent home because the workday has been abridged due to circumstances such as adverse weather conditions (snow), or power failure, etc., such employee shall nevertheless be paid for his/her regular fully scheduled workday.

J. Liability Protection: The District acknowledges that all employees covered by this Agreement are afforded protection against liability in accordance with the provisions in Section 3023 and 3028 of the New York State Education Law.

K. Workers' Compensation: The District acknowledges that all employees covered by this Agreement are covered by the District under the applicable provisions of New York State Workers' Compensation Law.

L. September Payroll: The District will make every reasonable effort to effect deposit of the first school year payroll for all employees covered by this Agreement as early as possible during the month of September.

M. Reduction of Hours:

1. The District shall have the sole discretion to reduce the hours of employment for unit members. The District shall notify and consult with the Union, prior to exercising its sole discretion to reduce the hours of employment of a particular unit member. At said meeting, the unit member shall have the right to union representation. The appropriate building principal shall be present for said meeting. The Superintendent (or designee) may also attend. Paraprofessionals shall work a minimum of two (2) hours per day, except where the unit member's assignment is solely that of bus matron or is otherwise solely involved with bus supervision. It is agreed and understood, however, that the District will first apprise the Union of vacancies for bus matron positions and any other bus supervision assignments and that such opportunities shall first be offered to qualified unit members who indicate availability before being offered to non-unit members. (A bus matron position shall be defined as one involving a morning or afternoon "bus run".) It is also agreed and understood that no unit member shall be removed from an existing bus assignment solely to create a position.

2. For the purposes of contractual benefits eligibility, the parties acknowledge that all regularly assigned time worked, including time worked in connection with bus matron duty, shall be included in the calculation of hours worked in the following manner.

- a. For paid leaves of absence pursuant to the collective bargaining agreement, each bus run (morning or afternoon) shall equal 1 hour.
- b. For health, dental, life and disability insurance coverage pursuant to the collective bargaining agreement, each bus run (morning or afternoon) shall equal 45 minutes.

N. Cafeteria Duty: Paraprofessionals shall be required to assist in maintaining the cleanliness of the cafeteria during the school day upon the request of their immediate supervisor. Said obligation shall be fulfilled by giving appropriate instruction and supervision to students to accomplish same. Paraprofessionals shall not be required to actually clean the cafeteria.

O. Mailboxes: Wherever practical, a mailbox will be provided for paraprofessionals in each school building.

P. Preferred Substitute List: Paraprofessionals who are excessed will be placed on a preferred list of substitutes for day-to-day calls. Rate of pay will be that previously paid or existing rate, whichever is higher.

Q. Snow Days: Paraprofessionals will be paid for days schools are closed because of inclement weather conditions.

R. Excess Hours: Wherever practical, paraprofessionals within a school will be offered excess hours if the District requires increased duties. Extra unit work shall first be offered to the paraprofessionals in the affected school. If no paraprofessionals elect to accept this work, it shall be offered to all members of the unit.

S. Representation: All members of this unit shall have the right to be represented by the EPA, ETA, or NYSUT at any meeting with administration that the paraprofessional deems to be adversarial in nature.

T. Chaperoning: Members called upon to do chaperoning duties are to be paid at the rate of time and a half so long as duties are performed after 6 P.M. or on weekends or holidays when schools are closed.

U. Association Business: Upon written request, at least 48 hours in advance, a maximum of two (2) days paid leave per year shall be granted to the Association President and/or his/her designee. The days are to be used to attend workshops, conferences, etc.

V. Conference Days: District Conference Days shall be available to unit members and the time tallied on time sheets.

ARTICLE XIV - SUBSTITUTES

Every effort will be made to secure a substitute paraprofessional when a paraprofessional is absent; first preference will be given to members in the affected school.

ARTICLE XV - RETIREMENT PLAN

Eligible employees who wish to join the retirement system will be covered under appropriate statutes depending upon their date of entry into service.

ARTICLE XVI - BEREAVEMENT LEAVE

A maximum of five (5) days of leave shall be granted by reason of a death in the immediate family. "Immediate family" is defined as husband, wife, children, mother, father, brother, sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other members of the household of which the employee is a part.

ARTICLE XVII - LEAVE OF ABSENCE

After two years of service to the District, an employee may request a leave of absence of up to one year from the Board of Education. This leave will be granted only upon proper application and solely within the discretion of the District. The employee will return to duty at existing rates of pay, or the same rate previously paid, whichever is higher, and wherever practical to the original assignment.

ARTICLE XVIII - DUES DEDUCTION AND AGENCY FEE

The District agrees to deduct from the wages of the employees covered by this Agreement the regular dues for membership required by the Association or any Agency Fee in lieu thereof and to transmit monthly such dues to the Association.

ARTICLE XIX - DURATION OF AGREEMENT

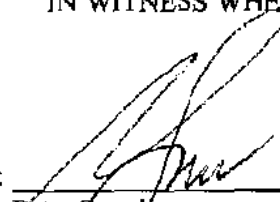
The provisions of this contract shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2017. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2017.


ARTICLE XX - ILLEGALITY

In the event that any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of the Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals:

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BY: 
Peter Scordo
Superintendent of Schools

BY: 
Karan Geist
President
Elwood Paraprofessional Association

Dated: 1/20/2015

Dated: 1/15/15

APPENDIX A

**PARAPROFESSIONALS
2014-2015 SCHOOL
YEAR**

**Schedule I
NONINSTRUCTIONAL PARAPROFESSIONALS**

Step	Rate
1	\$13.91
2	\$14.61
5*	\$15.32
7**	\$15.67
10***	\$16.02
15****	\$16.40

**Schedule II
MEDIA CENTER PARAPROFESSIONALS**

Step	Rate
1	\$15.46
5*	\$16.16
7**	\$16.54
10***	\$16.90
15****	\$17.33

- * - Upon completion of 5 years of service
- ** - Upon completion of 7 years of service
- *** - Upon completion of 10 years of service
- **** - Upon completion of 15 years of service

**PARAPROFESSIONALS
2015-2016 SCHOOL YEAR**

**Schedule I
NONINSTRUCTIONAL PARAPROFESSIONALS**

Step	Rate*
1	TBD
2	TBD
5*	TBD
7**	TBD
10***	TBD
15****	TBD

**Schedule II
MEDIA CENTER PARAPROFESSIONALS**

Step	Rate*
1	TBD
5*	TBD
7**	TBD
10***	TBD
15****	TBD

- * - Upon completion of 5 years of service
- ** - Upon completion of 7 years of service
- *** - Upon completion of 10 years of service
- **** - Upon completion of 15 years of service

*Rate to be determined based on the amount that the December, 2014 Change Average to Average in the Consumer Price Index All Urban Consumers (CPI-U) U.S. City Average exceeds 0.05 with a maximum increase not to exceed 1.95%.

**PARAPROFESSIONALS
2016-2017 SCHOOL YEAR**

**Schedule I
NONINSTRUCTIONAL PARAPROFESSIONALS**

Step	Rate*
1	TBD
2	TBD
5*	TBD
7**	TBD
10***	TBD
15****	TBD

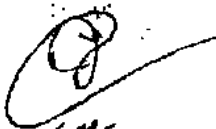
**Schedule II
MEDIA CENTER PARAPROFESSIONALS**

Step	Rate*
1	TBD
5*	TBD
7**	TBD
10***	TBD
15****	TBD

- * - Upon completion of 5 years of service
- ** - Upon completion of 7 years of service
- *** - Upon completion of 10 years of service
- **** - Upon completion of 15 years of service

*Rate to be determined based on the amount that the December, 2015 Change Average to Average in the Consumer Price Index All Urban Consumers (CPI-U) U.S. City Average exceeds 0.35 with a maximum increase not to exceed 1.65%.

APPENDIX B



This AGREEMENT dated ~~August~~ ^{Feb} 27, 2014 by and between the Elwood Paraprofessional Association ("the Association") and the Elwood Public Schools ("the District").

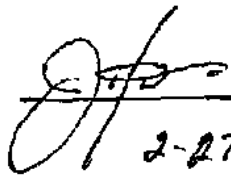
WHEREAS, the parties have engaged in various discussions in regard to the work day in effect for unit members; and

WHEREAS, the parties have reached an agreement in regard to utilization of break time during the unit members' work day;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Effective with the 2013-2014 school year, the following shall apply:
 - Any unit member who works more than six (6) hours during the course of a day shall receive an unpaid meal break of thirty (30) minutes.
 - Any unit member who works six (6) hours or less during the course of a day shall not be entitled to either a paid or unpaid break.
2. Paragraph One shall not apply to any unit member who received a paid or unpaid break as part of her/his work schedule during the 2012-2013 school year. Provided their work hours remain as presently constituted, these unit members shall continue to receive paid/unpaid breaks, for the same duration, as was in effect during the 2012-2013 school year.
3. It is understood between the parties that the time between "split schedules" is non-working time which is not compensable for salary or benefits. Also, this time is not to be considered as an unpaid break during the course of a day.
4. The District shall not alter a unit member's work schedule as a result of this Agreement. Notwithstanding, nothing herein shall preclude the District from exercising its rights pursuant to Article XII(C) and Article XIII(M) regarding layoff and/or reduction in hours.
5. This Agreement represents the totality of the parties' agreements regarding this issue. There are no other agreements, oral or otherwise. Unless otherwise stated herein, this agreement shall not impact, alter or modify any provisions of the parties' existing collective bargaining agreement or their respective rights under applicable law.

FOR THE DISTRICT:


2-27-14

FOR THE ASSOCIATION:



