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Vestal Central School District And
Assn Of School Paraprofessionals

AGREEMENT

BETWEEN

ASSOCIATION OF VESTAL SCHOOL PARAPROFESSIONALS

AND

SUPERINTENDENT OF SCHOOLS

VESTAL CENTRAL SCHOOL DISTRICT

July 1, 1999 - June 30, 2003

RECEIVED

DEC 22 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

166

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PREAMBLE

PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW

Article 14 of the Civil Service Law

S 204- a. Agreements between public employers and employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

1. **APPOINTMENT**

Appointments to contractual positions on the Paraprofessional Staff are made by official action of the Board of Education. Appointees shall be notified of such action in writing. Employment on an hourly basis will be effected by Administrative action.

- A. Notice of a vacancy for a position shall be posted in each building, at least one week prior to the date it is to be filled.
- B. The District will give two-week notification upon abolishment of a position within the paraprofessional unit.
- C. Members of the paraprofessional unit will give the District two-weeks notice prior to termination of employment.

2. **CONDITIONS OF EMPLOYMENT**

Work period for full-time Paraprofessional personnel should not exceed 35 hours per week for a 200-day year, exclusive of lunch periods.

- A. Part-time employees shall work on an hourly basis as required by the school calendar and administrative directive.
- B. It is recognized that circumstances make it desirable to employ personnel on a regular basis for a work period of less duration than that normally established. When such employment takes place, the benefits provided for by this agreement will be applied by the Administration on the basis of the terms in Article 2.G.
- C. Full-time paraprofessionals will have a work day of seven (7) hours (see example below). Any time beyond the seven (7) hours must be either paid time or compensatory time. The work day for a full-time seven (7) hour employee will also have a thirty (30) minute duty free unpaid lunch plus two (2) fifteen (15) minute breaks. The two (2) breaks are a part of the seven (7) hours. The supervisor and the employee can mutually agree to schedule and/or combine one or both of the breaks with the lunch hour.

Paraprofessionals scheduled for three and one-half (3.5) hours or more, but less than full-time, shall have one (1) paid fifteen (15) minute break. The break is part of the three and one-half (3.5) hour schedule.

Example: Start Time - 8:00 AM
 Lunch - 11:30 to 12:00 NOON
 End Time - 3:30 PM

D. Employees who work beyond their normally assigned work day will be reimbursed at their current hourly rate or provided with compensatory time. Hours above 35, but less than 40 per week, will be paid at straight time. Hours worked over 40 per week will be paid, or compensatory time will be earned, at the rate of one (1) plus one-half (1/2). Employees who work during the summer will be reimbursed at the rate agreed to in Article 13 or provided with compensatory time.

E. Compensatory Time

An employee may, with the agreement of his/her supervisor, elect to receive compensatory time rather than regular salary or overtime for the extra time worked during a work week. If the compensatory time was overtime, than it was earned at time plus one-half.

The employee and supervisor will account for all compensatory time earned, the rate, and when it was taken. Requests by the employee to use accrued compensatory time must go to the immediate supervisor for approval.

Use of the accrued compensatory time must be permitted within a "reasonable period" after the request has been made. Employees will not be allowed to carry compensatory time beyond June 15th of any year unless specific arrangements are agreed to by the supervisor and the employee for the use of the time by June 30th. If accrued compensatory time remains at that time, the District will pay the employee at the rate the time was earned (straight or overtime). Employees who resign or retire and have accrued compensatory time will be paid at the rate the time was earned.

F. Flexible Time

Flexible or flex time is defined as an adjustment in an employee's daily or weekly work schedule. This can be done by starting and ending the day either earlier or later and/or by starting and ending the work week earlier or later.

An employee wishing to have such a change must seek approval of his/her supervisor. Any such arrangement must be mutually agreed to between the supervisor and employee.

G. There is a graduated system of paid leave, Conference Day and holiday benefits per year based upon the number of regularly assigned hours of work per week for part-time paraprofessionals. The schedule is:

	Teacher Aides (PMHP)**	15-18.9 hrs/wk	19-24.9 hrs/wk	25-34.9 hrs/wk
Personal Illness	4	4	6	10
Family Illness	1	1	2	4
Personal Day	0	0	0	1

Bereavement	4	4	4	4
Holidays	0	1	3	6
*Superintendent's Conference Days	Per Administrative Directive	2 or 3	2 or 3	2 or 3

*Number established by calendar adopted by Board of Education

** Teacher Aides in the Primary Mental Health Project (PMHP) shall receive two (2) hours at the employee's regular hourly rate for each day of paid leave approved by the administration. This provision is not to be construed as the establishment of a standard work day for employees in the PMHP Program. Teacher Aides in the PMHP Program shall continue to submit time sheets for hours actually worked; time sheets shall continue to require administrative approval.

For the 1999-2003 contract, the holidays stipulated above will be:

15-18.9 hrs/week = Christmas
 19-24.9 hrs/week = Thanksgiving, Christmas, New Years
 25-34.9 hrs/week = Thanksgiving, day after Thanksgiving, Christmas, New Years,
 President's Day, Memorial Day

When a paraprofessional's assigned weekly work schedule is changed to one with a different number of paid leave, Conference Day, and holiday benefits, such benefits shall be prorated to reflect the change.

Part-time paraprofessionals who are assigned 15 hours through 34.9 hours of work per week will be paid on an annual contract basis. For the purpose of computing an annual contract salary, the full work year for a part-time paraprofessional is 187 work days where a day is defined as the number of assigned hours of work, per week divided by five (5). The number of paid days in the annual contract salary will be determined as follows:

For paraprofessionals assigned 15-18.9 hours per week:
 188 paid days (187 work days includes Superintendent's Conference Days + 1 holiday)

For paraprofessionals assigned 19-24.9 hours per week:
 190 paid days (187 work days includes Superintendent's Conference Days + 3 holidays)

For paraprofessionals assigned 25-34.9 hours per week:
 193 paid days (187 work days includes Superintendent's Conference Days + 6 holidays)

A day is defined as the number of assigned hours per week divided by five (5).

Conditions for the use of paid leave for part-time paraprofessionals are contained in Article 5 (Sick Leave), Article 7 (Family Illness Leave), Article 10 (Personal Day), and Article 12 (Bereavement).

The number of hours of required attendance at the Superintendent's Conference Days shall be equal to the number of assigned hours of work per week divided by five (5). Additional hours of required attendance will be paid at the employees' current hourly rate.

Paraprofessionals scheduled to work on the Superintendent's Conference Day preceding the first day of student attendance shall receive appropriate preparation time in anticipation of the first day of student attendance. The amount of preparation time, if any, shall be determined by the administration.

- H. Employees assigned less than 15 hours of work per week receive no paid leave or holiday benefits with the exception of Article 6, Sick Leave Bank.
- I. In the event that student attendance is not required on the last day identified in the school calendar, paraprofessionals shall be authorized to leave work in accordance with the times established for members of the teacher bargaining unit. Such times shall be established by the administration. This provision shall not prohibit an employee and supervisor from employing the provisions in Articles 2.E. and 2.F.

3. HOLIDAYS

Holidays shall be determined by the school calendar for teachers adopted by the Board of Education. Full-time Paraprofessional employees will receive benefit of those days designated "Legal Holidays" and "Other Paid Days" without loss of salary for those days which fall between August 15 and June 30. Holiday pay shall equal the daily rate of pay.

4. RESPONSIBILITIES

Work schedules for all Paraprofessionals shall be established by the building principal.

Each paraprofessional shall be supplied with a written job description upon written request.

The parties agree to establish a joint committee to review and update job descriptions. Committee participants will be selected by the Superintendent and President. An equal number of administrators and bargaining unit members will be selected by the Superintendent and President, respectively. The committee will determine the procedure for accomplishing this task. Upon approval by the Board of Education, each employee will receive an updated job description for his/her position.

In addition, employees may appeal their job title determinations. Such appeals shall be made to the President or designee, and the Superintendent or designee. If an appeal results in a change in title, the employee shall receive the appropriate salary adjustment and move to the appropriate seniority area.

The administrator is responsible for determining whether coverage is necessary when Paraprofessionals are absent.

Paraprofessionals shall not be required to work on any day that the Vestal Schools are closed to students and teachers due to the inclement weather or other conditions.

5. SICK LEAVE

Sick leave of ten (10) working days, without loss of pay, shall be granted to full-time paraprofessionals who have served the District for a total of one (1) or more years.

Sick leave without loss of pay, shall be granted to full-time paraprofessionals who are employed in their first year of service to the District at the rate of one (1) day per completed month of service.

Sick leave shall be cumulative to 145 days. The length of each sick leave day shall equal the length of the working day.

Sick leave is intended for use by the employee in the event of personal illness or temporary disability as determined by a physician. Satisfactory proof of illness will be presented to the Administration on request.

Each paraprofessional employee will receive notice of his/her accumulated sick leave at the end of each school year.

6. SICK LEAVE BANK

A Sick Leave Bank will be established by the parties as follows:

Joining the Bank

All employees in the unit are members of the Sick Leave Bank, unless a "Sick Leave Bank Refusal" form is submitted to personnel prior to receipt of the first paycheck. Members of the Bank must initially donate one (1) sick day. The District will donate one (1) day per year for each employee in the bargaining unit. Thereafter, the employee will donate one (1) day per year. An employee who chooses not to join at the first opportunity will be allowed to join any September and will be required to donate a number of sick days equal to that which would have been placed in the Bank had the employee joined at his/her first opportunity to join. Additionally, this employee, who chose not to join at the first opportunity, will not be eligible to access the Bank for one (1) year after joining. The parties, by mutual agreement, may agree to freeze donations.

Eligibility to Use the Bank

- A. The employee must have worked in the District for a period of one (1) year to be eligible to use the Bank.
- B. The employee must exhaust all personal sick leave days.
- C. The employee must be out of work for a period of at least ten (10) continuous days, paid or unpaid. In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the person returns to work, the ten (10) consecutive day rule can be waived.
- D. The employee will be paid retroactive to the first day of unpaid absence.
- E. The employee must present the District with a note from his/her doctor as to the reason for the absence and the anticipated return date.
- F. The District may, at its expense, ask the employee to see a district-appointed doctor.
- G. The maximum number of days that can be used is fifty (50) days.
- H. The bank may not be used for elective surgery which could be performed at a time when school is not in session.

Applications to the Bank

All applications to withdraw days from the bank should be on the appropriate Sick Leave Bank Request Form which can be obtained from the personnel office. All applications will be reviewed by the Superintendent and the President of the Association, or their designees, and they will process the approved applications to payroll.

Repayment of Days Borrowed

Unit members who borrow days from the bank will be required to repay them to the bank. At the end of each school year, they will be required to repay the equivalent of one half (1/2) of the remaining days from the newly credited days for that year. Such payments will continue until the debt is repaid or the unit member leaves the district, at which time the debt would be forgiven.

**ASSOCIATION OF VESTAL SCHOOL PARAPROFESSIONALS (AVSP)
SICK LEAVE BANK REFUSAL FORM**

The undersigned hereby declines membership in the AVSP Sick Leave Bank.

I understand that if I do not join now, I will be subject to future waiting periods and deduction of sick days as required by the Agreement.

Signature, AVSP Representative

Date

Employee's Signature

Date

Return to Personnel prior to first paycheck.

**ASSOCIATION OF VESTAL SCHOOL PARAPROFESSIONALS (AVSP)
SICK LEAVE BANK REQUEST FORM**

Name _____

Building _____

Date _____

I am requesting _____ days from the Sick Leave Bank. Please find attached a letter from my doctor explaining my medical situation, prognosis, and an estimated or anticipated date of return (if possible to give at this time).

PLEASE RETURN TO THE PERSONNEL OFFICE
DO NOT WRITE BELOW THIS LINE

--- FOR OFFICE USE ONLY ---

Date of last sick day _____

Number of days of continuous absence _____ (or same illness if chronic)

Notes of any action needed:

7. FAMILY ILLNESS LEAVE

Full-time paraprofessional employees shall be granted leave, without loss of pay, because of illness in the immediate family at the rate of five (5) days per year, cumulative to eight (8) days.

Immediate family includes the spouse, children and parents of the employee. Further included are parents of the employee's spouse and those persons listed by the employee as exemptions for income tax purposes.

Satisfactory proof of family illness will be presented to the Administration on request for the first five (5) days of family illness leave used in any school year. However, use of a sixth (6th), seventh (7th), or eighth (8th) day shall be requested in advance from the building principal and proof of need shall be supplied within one (1) working day after the sixth (6th), seventh (7th), or eighth (8th) leave day.

Should any member of the bargaining unit use all of the available family illness days and have additional family illness, he or she shall be granted up to an additional five (5) days per annum chargeable to his or her accumulated sick leave subject to providing satisfactory proof of necessity to the Superintendent for approval.

Should any member of the bargaining unit use all of the available family illness days of the preceding paragraphs and have additional family illness, he or she may apply for additional days from the Superintendent. The Superintendent may grant more family illness days which would be chargeable to the employee's accumulated sick leave. The Superintendent may ask for medical verification of the family illness. This paragraph is not subject to the grievance procedures established pursuant to this contract.

8. ABSENCE FOR LEGAL COMMITMENTS AND TRANSACTIONS

A noncumulative leave allowance of two (2) days per year, not deducted from sick leave, shall be available to full-time employees to transact commercial or court business.

The term "commercial" refers to a matter which cannot be performed at any other time and which pertains to financial or business matters of the employee involved.

Supervisory approval is necessary for all such leaves and shall be requested at least 24 hours in advance.

9. PERSONAL LEAVE

The Superintendent of Schools may recommend to the Board of Education that a leave of absence without compensation not to exceed one year be granted a full-time employee upon receipt of written notification from the employee to the Superintendent, provided such leave does not injure the program of the District. Additionally, this leave may be taken for educational purposes so long as the program of studies is related to the employees present position or another position within the District. The employee requesting the leave shall have worked for the District for three (3) years in a full-time capacity.

The length of service requirement may be waived if leaves are granted for reasons of health, personal hardship, or child rearing. Salary increments, retirement credit, and similar cumulative benefits will not be earned by an employee on leave of absence.

An unpaid short term leave, not to exceed five (5) days per year, may be granted by the Administration upon written request. In unique circumstances, unpaid short-term leave may be extended beyond the five days to ten days. Such extensions will be requested in writing and approved or denied by the Assistant Superintendent for Administrative Services, whose decision shall not be subject to appeal.

10. PERSONAL DAY/RELIGIOUS OBSERVANCE

One (1) floating personal day may be used by full-time Paraprofessionals for pressing personal business. Such leave shall be requested in writing at least 24 hours in advance and approval

of the building principal is necessary. In an emergency situation, the 24-hour advance notice may be waived, but approval of the building principal is still necessary. The reason for the emergency request shall then be submitted to the building principal in writing by the paraprofessional within two (2) working days after taking such leave.

If the personal day for pressing personal business is not used, it will be added to the accumulated sick leave, provided the maximum number of days allowed for accumulation has not been reached.

Religious Observance

The following days for religious observance will be granted as authorized absence with pay for members of the Jewish faith and those unit members who observe the church holidays of the Julian Calendar:

35 hours/week:	Jewish Faith - Rosh Hashana & Yom Kippur Julian Calendar - Christmas
25-34.9 hrs/wk:	Jewish Faith - Rosh Hashana & Yom Kippur Julian Calendar - Christmas
19-24.9 hrs/wk:	Jewish Faith - Rosh Hashana & Yom Kippur Julian Calendar - Christmas
15-18.9 hrs/wk:	Jewish Faith - Rosh Hashana & Yom Kippur Julian Calendar - Christmas

11. JURY DUTY

School employees are urged to fulfill their civic obligation in cases of jury duty. The difference between any compensation received and the regular pay of the employee within the District shall be made up by the District. No maximum limit is set in cases of jury duty.

12. BEREAVEMENT

In accordance with Article 2.G., absences without penalty will be available to Paraprofessional employees in cases of death in the immediate family in the amount of four (4) days per event.

The immediate family includes the spouse, child, parent, parent-in-law, grandparent, grandchild, brother or sister, brother or sister-in-law, or relative with whom the paraprofessional has had a long and close relationship. Satisfactory proof of bereavement will be submitted to the Administration on request.

A bereavement allowance in an amount not to exceed four (4) days will be available to all employees in the case of the death of an individual with whom the employee had a long, close personal relationship. Satisfactory proof of bereavement will be submitted to administration on request.

13. SALARY ADJUSTMENTS

A.	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
Aides and Monitors	3.75% on previous years base	3.75% on previous years base	3.75% on previous years base	3.75% on previous years base
Teaching Assistants	3.75% on previous years base	3.75% on previous years base	3.75% on previous years base	3.75% on previous years base

<u>Entry Level</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
Aides and Monitors	\$6.15	\$6.25	\$6.35	\$6.45
Teaching Assistants	\$11,675	\$11,900	\$12,125	\$12,350

Career Increment

Career Increments shall be implemented in accordance with the schedule below and shall become part of the base salary on the September 1st following the date the employee begins the 5th, 10th, 15th, 20th, or 25th (effective 7/1/00) year of service. Increments shall only be added to a salary once.

Commencement of 5th Year	\$100
Commencement of 10th Year	\$200
Commencement of 15th Year	\$200
Commencement of 20th Year	\$200
Commencement of 25th Year	\$200 (effective 7/1/00)

Effective 7/1/00: Increase 10th, 15th, 20th, 25th increments by \$25

- Notes:
1. Increments shall become part of the base salary on the September 1st which follows the date an employee begins the 5th, 10th, 15th, 20th or 25th year of service.
 2. Employees who previously received a career increment of \$200 under the previous contract shall receive an additional \$25 added to the base salary effective 7/1/00. Example: Employee receives a \$200 increment effective 9/1/99; the following September (2000), the employee receives an additional \$25. The \$200 and the \$25 become part of the employee's base salary.
 3. An increment may be added to a salary only once.

<u>Examples:</u>	a. Date of hire	9-1-87	b. Date of hire	6-1-83
	Commencement of 10th year	9-1-96	Commencement of 15th year	6-1-97
	Increment added to base	9-1-96	Increment added to base	9-1-97

- B. 1. Contract paraprofessionals shall have the option of 21 or 26 pays. Selection of the desired pay option shall be made on the salary notice and shall be in effect for the entire school year following the selection.
2. Salary adjustment for position change: When an employee moves from one position to a higher-paying position within the unit, he/she will receive an increase in salary equal to the difference in the base salaries of the two (2) positions.
- C. Paraprofessional unit members who work 15 hours or more shall be compensated by a single lump sum at the rate of \$40.00 for each semester credit hour or course work taken at an accredited college or university. Payment shall only be made when all of the following occur:
- (1) the course is job-related,
 - (2) the course is approved in advance by the Assistant Superintendent for Instruction, and
 - (3) the course is successfully completed as evidenced by official transcript.

The lump sum payments shall be granted on or about June 1.

A sum of \$2000 shall be available for the above awards. If the \$2000 available is exceeded by the amounts earned, the rate of payment for each semester hour shall be appropriately reduced so that the \$2000 sum is not exceeded.

- D. The Superintendent of Schools or his designee will issue a "Notice of Salary" by June 15 when possible.
- E. Summer rates will be as follows:

	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
Student Supervision	\$7.15	\$7.25	\$7.35	\$7.45
Instructionally Related Work	7.50	7.60	7.70	7.80

- F. Above Contract Stipend

An above contract stipend will be paid to members of the paraprofessional unit who are deemed by the administration to be teacher aides. The stipend will be as follows:

	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
Teacher Aide	\$1,065	\$1,100	\$1,135	\$1,170

- G. Substitute Work:

Individuals who substitute for other members of the unit before or after their normal work day will be reimbursed at their normal rate of pay.

Individuals who substitute outside of their unit in a higher pay classification will be reimbursed the difference between that rate of pay and the higher rate of pay.

All individuals who substitute in either situation above realize that they are responsible for making sure that accurate time sheets are turned into the accounting department on a timely basis.

- H. Salary Calculations:

All members of the bargaining unit shall have their increases based upon their contract salary from the prior year or their hourly rate from the prior year, whichever is applicable.

I. Post-Secondary Education Adjustment

Post-secondary education adjustments shall be implemented in accordance with the schedule below and shall become part of the base salary on the September 1st which follows the date the employee completes approved course work in accordance with Article 13.C. The benefit shall also be available to new staff upon proof of completed post-secondary education course work verified by an official transcript from an accredited college or university and meeting the criteria stated in 13.C.(1) and 13.C.(3). Adjustments shall only be added to a salary once.

Schedule of Adjustments:

Completion of first block of 15 hours	\$100
Completion of second block of 15 hours	\$100
Completion of third block of 15 hours	\$100
Completion of fourth block of 15 hours	\$100
Completion of Associate degree	\$100
Completion of Bachelor degree	\$200

14. HEALTH INSURANCE

The District may, at its discretion, change the method of administration, as well as the carrier, or become self-insured, without negotiations, as long as benefits currently provided are continued. But, if the District desires to become self-insured in relation to medical insurance, it shall notify the Paraprofessional Unit sixty (60) calendar days before the effective date of such change and the Paraprofessional Unit may, within ten (10) calendar days after such notification, advise in writing of its desire to commence negotiations on such change.

A. Health Insurance

The co-pay for the drug prescription rider shall be \$3.00 (\$5.00 effective 7/1/00) for generic prescriptions (pharmacy), \$2.00 (\$3.00 effective 7/1/00) for generic prescriptions (mail order), \$6.00 (\$10.00 effective 7/1/00) for brand-name prescriptions (pharmacy) and \$4.00 (\$6.00 effective 7/1/00) for brand-name prescriptions (mail order). The Board of Education shall pay the following percentage of the annual premium of the health insurance plan in place in 1990 or its equivalent.

Individual	100%
Family	95%

The Board will also deduct the remaining percentage from an employee's salary and remit the full premium to the appropriate paying agency.

B. Dental Insurance

The Board of Education shall pay the following percentage of the annual premium of the dental insurance plan in place in 1990 or its equivalent:

Individual	100%
Family	100%

C. Insurance Alternative

An individual who qualifies for health insurance may choose an alternative. The alternative will be \$1000 which will be paid in the following manner:

December	\$500
May/June	\$500

Individuals choosing this option may re-enroll in the health insurance plan in accordance with the terms of the Section 125 Cafeteria Plan/Flexible Benefits Program. If an individual re-enters the plan, the one thousand (\$1,000) alternative will be prorated.

D. Employees in this unit shall be invited to participate in the activities of any insurance committees established by the District and the Vestal Teachers' Association Unit.

E. Section 125 Cafeteria Plan/Flexible Benefits Program

1. The District will pay the one-time setup fee which covers the cost of preparing a plan document and related expenses incurred by the Plan Administrator in setting up the plan.
2. Bargaining unit members participating in a Medical Care Reimbursement Account or a Dependent Care Reimbursement Account will pay the monthly administrative fee for these accounts.
3. Bargaining unit members participating in a Medical Care Reimbursement Account will be permitted to redirect up to \$1,000 into said account during a given plan year.

15. DUES DEDUCTION/AGENCY FEE

A. The District shall deduct dues from the salaries of members who sign the following Dues Deduction Authorization.

DUES DEDUCTION

I, _____, do hereby authorize the Vestal Central School Board to withhold from my salary and wages dues in the amount requested by the Paraprofessional Association in the manner and on the form agreed to by the Board and the Paraprofessional Association. I hereby release the Vestal Central School Board and its officials and agents from any responsibility concerning the use or application of said dues. This authorization shall be continuous while employed in this school district or until withdrawn by written notice to the Board.

<i>Witness</i>	<i>Date</i>	<i>Signed</i>

<i>Building</i>		

<i>Social Security Number</i>		

Amounts as may be requested by the Paraprofessional Association.

State Affiliates

- B. Additionally, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to transmit the sums so deducted to the Association in a check separated from the dues deductions.
- C. Deduction of this agency fee provided for in Section B. of this Article shall be made consistent with the dues deduction policy of the District. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
- D. The Association will provide the District with a list of membership by the first payroll each September.
- E. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.
- F. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

16. GRIEVANCE PROCEDURE

A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this Agreement as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

B. Definitions

1. Grievance as used in this Agreement is limited to a complaint or request of a grievant which involves the interpretation or application of, or compliance with, the provisions of this Agreement.
2. "Grievant" shall mean an employee, group of employees, or the Paraprofessionals Association.
3. "Days" shall mean work days as designated on the current calendar.
4. "Supervisor" shall mean any certified administrator or administrative intern.

C. Grievance Procedure

The grievant must state the provision of the Agreement which is the subject of the grievance at all levels of the procedure.

Level I - Informal Meeting

A grievance will first be discussed with the grievant's supervisor, with the objective of resolving the matter informally, at which time the grievant may:

1. Discuss the grievance personally, or
2. Request the Paraprofessional Association representative to accompany him/her, or
3. Request the Paraprofessional Association Representative to act in his/her behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the grievant's first knowledge of that event shall result in a waiver of all rights involved.

Ten (10) days after the presentation of the grievance to the supervisor, he/she shall make a decision and communicate the decision and reasons therefore in writing to the grievant, to the Paraprofessional Association, and to the Superintendent of Schools.

Level II - Assistant Superintendent's Review

If the grievant is not satisfied with the decision arrived at under Level 1, the grievant may within five (5) days file with the Clerk of the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Assistant Superintendent for Instruction shall meet with the grievant and grievant's representative (if the grievant desires a representative) at a time and place designated by the Assistant Superintendent within ten (10) days after the presentation of the

appropriate appeal documents to the Clerk's Office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Assistant Superintendent for Instruction shall make a decision in writing setting forth his/her conclusions with respect to the grievance, and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the grievant, the Paraprofessional Association, and the Clerk of the District.

Level III - Superintendent

If the grievant is not satisfied with the decision arrived at under Level II, the grievant may within five (5) days file with the Clerk of the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level II was unsatisfactory.

The Superintendent shall meet with the grievant and grievant's representative (if the grievant desires a representative) at a time and place designated by the Superintendent within ten (10) days after the presentation of the appropriate appeal documents to the Clerk's Office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Superintendent shall make a decision in writing setting forth his/her conclusions with respect to the grievance, and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the grievant and the Paraprofessional Representative. There is no appeal of the Superintendent's decision to the Board of Education.

17. THE ASSOCIATION DAYS

The president or his/her designees shall be granted leave with pay in the amount of nine (9) working days per fiscal year to attend conferences or workshops. All requests for presidential leave will be made by the president through the office of the Assistant Superintendent for Administrative Services.

18. WORKSHOP/TRAINING

If workshops and training are approved by a building principal/coordinator, then the employee will be paid.

19. SENIORITY

There are three areas of seniority: (1) Teacher Aides, (2) Monitors, (3) Teaching Assistants

If the Board of Education abolishes a full-time teaching assistant position(s), any reduction in work force shall be consistent with applicable law and regulations.

Subject to all applicable law, regulation, and rule, where the Board of Education abolishes a position covered by this agreement, it shall do so in accordance with the following rules:

- a. The Board shall identify the title in which the position is abolished.
- b. The Board shall determine the employee having the least seniority in the title affected by the abolition.
- c. Should the individual so identified have seniority credit in additional titles covered by this collective bargaining agreement, the individual shall be transferred to the other title in which the individual has the greatest seniority

and shall be retained in such title if there is an employee having less seniority in such other title.

- d. Notwithstanding the preceding items a, b, and c, full-time teaching assistants shall not be displaced by other titles covered by the collective bargaining agreement.

20. ZIPPER CLAUSE

This agreement constitutes the entire agreement between the District and the Paraprofessional Unit. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the District and the Paraprofessional Unit have considered all matters lawfully subject to collective negotiations.

21. SAVINGS CLAUSE

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force or effect.

22. GRANDPARENTED PEOPLE

Within the unit the following person is considered to be grandparented. This means that even though this person is a part-time employee she receives full-time benefits. This individual will maintain this status until she resigns, voluntarily requests fewer hours of work per week or, if offered full-time employment by the District, turns it down.

Individual Covered - Barbara Balotin

23. LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will be formed which will meet as required to discuss problems which arise concerning employment with the District.

24. EARLY NOTIFICATION BENEFIT

An Early Notification Benefit (ENB) shall be instituted effective July 1, 1996, which shall provide specified payments to eligible employees.

Criteria for ENB

- A. An employee, to become eligible, must notify the District in writing at least six (6) months prior to the date which the employee states as the date he/she is resigning for the purpose of retirement.
- B. The employee shall have a minimum of ten (10) years of service with the Vestal Central School District in a position(s) covered by this collective bargaining agreement.
- C. The employee shall retire no later than the July 1, following the date she/he is eligible for a full service retirement without penalty. Verification of the date of eligibility must be provided by the employee.

- D. For employees hired prior to 1/1/97, membership in ERS or TRS is not required. The employee shall resign from the Vestal Central School District no later than the July 1, following the date he/she would have been eligible for a full service retirement had she/he been a member of ERS or TRS.

The District shall provide payment of the ENB to eligible employees based on the following schedule:

<u>Regular Work Day (hours/day)</u>	<u>Benefit</u>
2 hours/day	\$500**
3	650
4	750
5	900
6	950
7	1,000
Teaching Assistants	2,950

**Amount shall also apply to teacher aides in the Primary Mental Health Project (PMHP), all other criteria contained in this article apply

Payment shall be made to the employee in the September following the employee's effective date of retirement.

25. DURATION

This agreement is effective July 1, 1999, and shall continue in full force and effect through June 30, 2003.

VESTAL CENTRAL SCHOOL DISTRICT
Vestal, New York

For the Association of Vestal School Paraprofessionals:

Lynn Holmes
President

4/27/01
Date

Date of Association Ratification

February 2, 2000

For the District:

Fred Beckwith
Superintendent of Schools

4/30/01
Date

Resolution of the Board of Education of Vestal Central School District implementing subject agreement where needed and providing the necessary funds therefore was passed on February 22, 2000.

Kathleen R. Monticello
District Clerk

4/30/01
Date

SEAL