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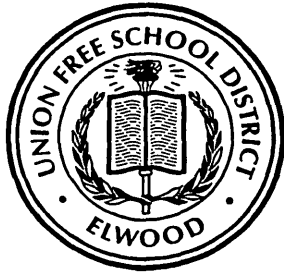
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8042\_06302005

Elwood Ufsd And Elwood  
Paraprofessional Association

SD / PST



# AGREEMENT

between the  
ELWOOD PUBLIC SCHOOLS

and the

ELWOOD ASSOCIATION  
OF  
PARAPROFESSIONALS

July 1, 2002 through June 30, 2005

**RECEIVED**

DEC 01 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT entered into this tenth day of January, 2003 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: The 2002-03 salary schedules for paraprofessionals shall be developed by increasing each step of the corresponding 2001-02 paraprofessional salary schedules by 3.5%. The 2003-04 salary schedules for paraprofessionals shall be developed by increasing each step of the corresponding 2002-03 paraprofessional salary schedules by 3.5%. The 2004-05 salary schedules for paraprofessionals shall be developed by increasing each step of the corresponding 2003-03 paraprofessional salary schedules by 4.0%. Effective as of July 1, 2002, a new step seven (7) shall be created on the salary schedules. This step, applicable to unit members on September 1 after seven years of service, shall initially be equivalent to the arithmetic midpoint between steps 5 and 10 on the 2001-02 schedules.

Each unit member shall have his or her pay directly deposited into a checking account designated by the unit member.

B. Effective July 1, 1988, 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.

### **ARTICLE V - 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 VI - 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.

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 VII - 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. During the first two years of this agreement, namely, 2002-2003 and 2003-2004, the District will continue to pay 90% of the cost of the premiums for the plan. Effective as of July 1, 2004, increases in the overall plan premiums, if any, beyond the rate in effect on June 30, 2004, will thereafter be shared between the District and the employee, with the District paying 75% of such increases and the employee paying 25%. The district will therefore contribute 90% of the June 30, 2004 premiums for Individual or Family coverage, plus 75% of any additional increases after that date, and the employee will contribute 10% of the June 30, 2004 premiums for Individual or Family coverage, plus 25% of any additional increases after that date.

Effective July 1, 1992 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 on that date or thereafter 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. 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 \$1,300 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.

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, 2001 through June 30, 2004.

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 excused 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 VIII - 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 IX - 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 X - SICK LEAVE**

A. Employees covered by this Agreement shall be entitled to four (4) sick days per year. After five (5) years of employment with the District, effective July 1, 2002, 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. 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.

E. 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.

F. 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 XI - 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.

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.

#### **ARTICLE XII - 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 XIII - 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 XIV - 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 XV - 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 XVI - LEAVE OF ABSENCE**

After two years of service to the District, an employee may request a leave of absence of up to six months 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 and wherever practical to the original assignment. The employee shall return to duty at existing rate of pay or the same rate previously paid, whichever is higher.

**ARTICLE XVII - 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 XVIII - DURATION OF AGREEMENT**

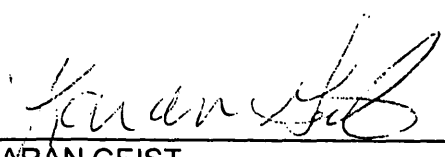
The provisions of this contract shall be effective as of July 1, 2002 and shall remain in full force and effect until June 30, 2005. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2005.

**ARTICLE XIX - 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:

BY:   
MICHAELA A. MAINA  
Superintendent of Schools

BY:   
KARAN GEIST  
President  
Elwood Paraprofessional Association

Dated: 02/27/03

Dated: 2/26/05

Appendix A

Paraprofessional Salary Schedules  
July 1, 2002 through June 30, 2003

SCHEDULE I  
NON-INSTRUCTIONAL PARAPROFESSIONALS

Step	Rate
1	\$10.37
2	\$10.90
5*	\$11.43
7**	\$11.69
10***	\$11.94
15****	\$12.22

SCHEDULE II  
MEDIA CENTER PARAPROFESSIONALS

Step	Rate
1	\$11.54
5*	\$12.06
7**	\$12.34
10***	\$12.62
15****	\$12.93

- \* - 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

Appendix B

Paraprofessional Salary Schedules  
July 1, 2003 through June 30, 2004

SCHEDULE I  
NON-INSTRUCTIONAL PARAPROFESSIONALS

Step	Rate
1	\$10.73
2	\$11.28
5*	\$11.83
7**	\$12.10
10***	\$12.36
15****	\$12.65

SCHEDULE II  
MEDIA CENTER PARAPROFESSIONALS

Step	Rate
1	\$11.94
5*	\$12.48
7**	\$12.77
10***	\$13.06
15****	\$13.38

- \* - 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



Appendix C

Paraprofessional Salary Schedules  
July 1, 2004 through June 30, 2005

UPDATED

SCHEDULE I  
NON-INSTRUCTIONAL PARAPROFESSIONALS

Step	Rate
1	\$11.16
2	\$11.73
5*	\$12.30
7**	\$12.58
10***	\$12.85
15****	\$13.16

SCHEDULE II  
MEDIA CENTER PARAPROFESSIONALS

Step	Rate
1	\$12.42
5*	\$12.98
7**	\$13.28
10***	\$13.58
15****	\$13.92

- \* - 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

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