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AGREEMENT

by and between the

ROOSEVELT UNION FREE SCHOOL DISTRICT

and the

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. Local 1000
AFSCME, AFL-CIO**

**Roosevelt Paraprofessional Employees Unit
Nassau County Educational Local 865**

July 1, 2004 - June 30, 2007

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PREAMBLE

The mission of the Roosevelt Union Free School District is to create and nurture a school environment through quality leading and teaching that results in equity in learning and educational opportunities for all students. School safety, security and environmental concerns are integral to the education process. Therefore, anything that mitigates against the accomplishment of the educational mission must be resolved with all deliberate speed.

ARTICLE I

RECOGNITION

SECTION 1.

- A. Local 1000, Civil Service Employees Association, Inc., AFSCME - AFL - CIO, hereafter herein shall be referred to as the Association.
- B. The Board of Education of Roosevelt U.F.S.D., Town of Hempstead, New York, shall hereafter be referred to as the Board.

SECTION 2.

The Board of Education recognizes the Association as the sole and exclusive bargaining agent during the period of implementation of this agreement for all members of the Paraprofessional Unit, including full-time and permanent part-time Teaching Assistants, Teacher Aides and Monitors.

ARTICLE II
NEGOTIATIONS

SECTION 1.

A. All items involving wages, hours, pensions, fringe benefits, and other working conditions on which agreements are reached during the annual bargaining sessions shall be reduced to writing in mutually acceptable language. The agreement reached by the parties hereby shall be accepted by Board resolution as provided by law at a duly constituted meeting thereof.

B. All prior benefits to be retained.

SECTION 2.

The Association agrees to submit its proposal for the school year 2007-08 to the Board no later than January 15, 2007. The Board agrees to submit its counter-proposals to the Association no later than February 15, 2007. Both the Board and the Association agree to commence negotiations on a new agreement for 2007-08 no later than February 15, 2007.

SECTION 3.

The provisions of this contract shall take effect as of July 1, 2004 and shall remain in force till June 30, 2007.

ARTICLE III

RULES AND REGULATIONS

SECTION 1. - **PLACEMENT ON THE SALARY SCHEDULE**

A. An employee may be placed on any of the first seven (7) steps of the schedule at the District's discretion provided that any employee (except monitors) hired above step four (4) shall have prior experience working in a school or other education facility. Should the District desire to place an employee above step seven, it shall first discuss this with the Association.

B. Teaching assistants who have completed their tenth year of service to the District shall receive a longevity step payment of \$250.00.

The next longevity step payment shall be paid when the employee has completed 15 years of service and will also be \$250.00 additional.

All Teaching assistants who have completed 20 or more years of service shall be entitled to a longevity step payment of \$750.00 additional commencing the 2004-2005 school year.

SECTION 2. - **REVISION OF THE SALARY SCHEDULE**

A. Revision of any provision of the salary schedule may be undertaken upon the request of the Association, Superintendent or the Board.

B. Upon request the district will furnish the Association information in its possession concerning grants for the furthering of the employee's education.

SECTION 3. - **TRANSFER FROM THE LOWER TO THE HIGHER SALARY SCHEDULE**

An employee who is promoted to higher classification shall be placed on the same step of the higher salary schedule until September 1st. If a salary increment is due the employee at the time of transfer it shall be credited and applied in the determination of the new salary step.

SECTION 4. - **PROBATIONARY PERIOD**

An employee does not have tenure status in the position until the employee has served six months after appointment. If a probationary period is established by statute or by regulation having the force and effect of law, and which is longer than

six months, the statutory probationary period shall take precedence.

SECTION 5. - RESIGNATION AND DISCHARGE

- A. Discharge shall proceed in accordance with law.
- B. The procedure in a discharge case involves the following:
 - 1. The employee should be suspended for a period of not to exceed 30 days.
 - 2. Detailed charges of incompetency or misconduct should be made in writing against the employee.
 - 3. He should be given a reasonable time in which to reply to those charges in writing. Ten days is usually considered reasonable time.
 - 4. Upon receipt of employee's reply or after the elapse of the reasonable waiting period, the Board meets and makes its decision.
 - 5. If the employee is a veteran or an exempt volunteer fireman or a permanent competitive class appointee, he is entitled to a hearing before the Board of Education, at which time he may be represented by counsel.
 - 6. Appeals of the Board's decision would be handled through the courts.

SECTION 6. - EVALUATION OF EMPLOYEE SERVICES AND JOB CLASSIFICATION

- A. Procedure to be followed when requesting reclassification:
 - 1. Employee confers with his immediate superior to discuss how the job differs from the original job description. It may be done any time of the year that conditions warrant restudy of the job toward reclassification. In order for a job to be reclassified, it must be shown that the employee has more/less responsibility than under the previous classification.
 - 2. After the employee's immediate supervisor has discussed the request with the employee, he should make a written recommendation approving or disapproving the request for reclassification to the Superintendent.
 - 3. All requests for reclassification should proceed "through channels" to the Superintendent whether they are disapproved before reaching his office or not. The Employee will be notified in writing of the action taken on the

reclassification request.

B. Vacancies and Promotions

1. Vacancies and promotion opportunities within the District should be posted in prominent places within each school in sufficient time to allow employees to apply.
2. All employees should be given the opportunity to apply for any opening which occurs within the District if she can meet the qualifications.
3. Qualified teacher aides are to be given priority consideration for placement in teaching assistant vacancies based upon length of service with the School District.
4. The president of CSEA shall be provided with a copy of all vacancies existing within the unit for any and all positions within the unit.
5. Members of the unit shall be assigned duties consistent with their title and job description.
6. Summer programs shall be discussed with the president of the unit insofar as it affects positions within the unit. Results to be posted by June 15 of each year, funding notification permitting.

SECTION 7. - INSERVICE WORKSHOPS AND BUILDING MEETINGS

The District shall encourage and cooperate in the establishment of in-service workshops, the attendance of which is at the discretion of the Superintendent.

Employees shall be required to attend building meetings which teachers are required to attend. These building meetings shall not exceed a total of 11 hours per year.

SECTION 8. - COMPENSATION FOR WORK BEFORE AND AFTER THE SCHOOL DAY

Additional work performed before or after the school day and attendance at workshops shall be compensated at the rate of \$18.50 per hour. This rate will increase in accordance with salary increases. The District will consider seniority in offering extra work that occurs before or after the school day.

SECTION 9. - SUBSTITUTE STIPEND

Teaching assistants who substitute for teachers shall receive a \$25 per day stipend.

ARTICLE IV

SICK LEAVE PROVISIONS AND PERSONAL BUSINESS DAYS

A. Sick Leave:

1. The following shall apply to employees hired on or after July 1, 1990: All ten- month employees shall be entitled to (ten) 10 sick days per year as follows: One day at the beginning of each month from September - June.
2. The following shall apply to employees hired prior to July 1, 1990: All 10 month employees shall receive (ten) 10 days for personal illness.
3. On July 1, 1998 the maximum number of sick days an employee may accumulate will be 160. On July 1, 2000 the maximum number of sick days an employee may accumulated will be 170. On July 1, 2002 the maximum number of sick days an employee may accumulate will be 180.
4. The District shall notify each unit member no later than the first week of school, as to the number of sick days in her/his accumulated sick leave.
5. All employees may be required to submit a doctor's certificate to the Superintendent if absent for 3 consecutive working days.

B. Personal Leave

All employees shall be permitted a total of (six) 6 personal days for family matters, personal business and/or religious observances. A request for such absence should be submitted at least (two) 2 days prior to the date requested. Such request should be submitted to the immediate supervisor who will in turn forward the request to the Superintendent for approval. Family days cover husband, wife, children, sister, brother, father, mother, grandparents. Employees are entitled to cash-in up to three (3) unused personal days each year at their per diem rate. Unused days may not be accumulated.

C. Leaves of absence, without pay, may be granted for child care, family illness, or pressing family obligations for a period up to one year at the discretion of the District. Any change in duration of the leave as originally requested may be made only upon approval of the school district. Upon return from any such leave, the

employee shall be reinstated to the same or comparable position.

D. Educational leaves, without pay, may be granted by the District for a period not to exceed one year. Any time spent on such leave shall be credited to the employee as time spent in service. Additional leave may be granted at the discretion of the Superintendent.

E. Notwithstanding anything contained herein to the contrary, if an employee (hired both prior to and after July 1, 1990) leaves or retires from the district prior to the end of a school year, all leave days shall be prorated, and if the employee has used more days than he/she has earned, the monies the employee is entitled to receive upon leaving or retiring from the district shall be reduced accordingly, or if the employee is not entitled to any such monies, the employee's last paycheck(s) shall be reduced accordingly.

ARTICLE V

RETIREMENT

A. All teacher aides and monitors who qualify must be members of the New York State Employees Retirement System. All teaching assistants who qualify must be members of the New York State Teachers Retirement System.

B. Upon retirement employees who have at least 20 years of service with the district shall be paid 25% of their accumulated sick leave.

ARTICLE VI

HOSPITALIZATION

A. The Board of Education will pay 100% of State Wide Plan Insurance premium for individual and 75% of dependents insurance costs.

Each year of the contract, employees who are covered by another health insurance plan other than the one provided by the District shall have the option to withdraw from participation in the District provided health insurance plan. Employees who were covered by the individual plan and choose to withdraw shall receive a payment of \$400 for each year they remain uncovered by the District plan. Family plan enrollees who withdraw shall receive \$800.00 for each year not covered under the District plan.

B. The District can withdraw from the state-wide health insurance plan providing that any replacement plan provide comparable benefits and first be approved by the Union.

ARTICLE VII

DENTAL & DISABILITY INSURANCE

Dental plan shall cover employees of the District and employees' family members. Employees are responsible to pay for any difference above and beyond the cost of the individual coverage. Disability plan to cover employees of the District only.

ARTICLE VIII

SALARIES

- A. For the 2004-2005 school year, there will be a 3.35% increase for all employees.
- B. For the 2005-2006 school year, a new step 16 will be created for all employees at a proportionate amount above step 15, and there will be a 3.35% increase for all employees.
- C. For the 2006-2007 school year, there will be a 3.35% increase for all employees.
- D. Any changes in school policy relative to employees' working conditions must first be discussed with CSEA representatives and mutually agreed upon in writing before implemented.
- E. When new titles are created, salaries for these positions must be negotiated with CSEA representatives.
- F. Reclassification of employees, shall be implemented where necessary.
- G. The salary schedules are located in Appendixes AA@ AB@ and "C".

ARTICLE IX

GRIEVANCE AND ARBITRATION

The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for the satisfactory adjustment of complaints.

A. Disputes, complaints, controversies, or grievances that there had been a violation of the terms of this Agreement shall be processed as follows:

STEP I

An information conference shall be held between the grievant and the person or persons complained against within three (3) working days of the assertion of the grievance. A decision of the grievance shall be communicated to the grievant within four (4) days of the conference.

STEP II

If the grievance is not resolved in Step I, the aggrieved may within three (3) working days of receipt of the Step I decision appeal to the immediate supervisor by submitting the grievance to the supervisor in writing on the district grievance form together with all other relevant data.

The immediate supervisor shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. He shall note his decision on the grievance form and return the form to the grievant within four (4) working days of the conference.

STEP III

If the grievance is not resolved in Step II, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with the relevant data within three (3) working days of receipt of the Step II decision.

The Superintendent or his designee shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. The Superintendent shall note his decision on the grievance form and return the form to the grievant within six (6) working days of the conference.

STEP IV

If the grievance is not resolved at Step III, the aggrieved may within five (5) working

days of receipt of the Step III, decision, notify the Superintendent in writing of her intention to submit the grievance to binding arbitration. If the parties fail to agree upon an arbitrator within three (3) working days, then upon request of either party the American Arbitration Association shall designate an arbitrator who is familiar with Para-Professional problems. Both designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall submit his decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, CSEA, the Superintendent, and the Board. The decision or award of the arbitrator shall be final and binding. The cost of arbitration shall be shared 50% by the Board and 50% by CSEA or the grievant, as the case may be.

The arbitrator shall have jurisdiction and authority to decide whether the provisions of this Agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from or alter in any way the provisions of this Agreement.

B. Conferences and hearings held hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Conferences or hearings shall be held during non-working hours wherever possible. If conferences or hearings should be held during working hours, persons entitled to participate shall be excused without loss of pay and there shall be no interference with the para-professional.

C. A grievance shall be asserted at the applicable first step within thirty (30) days of the occurrence of the act complained of. Failure to assert a grievance at the first step within said thirty (30) days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step. The parties may, by mutual written agreement, extend the specified time limits.

D. Steps in the grievance procedure may be by-passed where the position of the person complained against makes a particular step inapplicable, i.e., a complaint against a supervisor shall be initiated at Step III. with the Superintendent.

E. A grievant may be represented by CSEA at any or all steps in the grievance procedure but nothing contained in this Article or in this agreement shall be construed to prevent any individual employee from herself presenting or processing a grievance hereunder, nor shall an employee be denied her rights under Section 15 of the New York Civil Rights Law or under Civil Service Laws and Regulations.

F. CSEA shall have the right to initiate or appeal a grievance subject to the rights of the grievant set forth in paragraph E. Such a grievance shall be initiated with the appropriate supervisor under Step II or Step III as set forth in paragraph D.

G. Nothing contained in this Article shall apply to any matter as to which method of review is prescribed by law, or circumstances of which the Board of Education is without authority to act.

ARTICLE X

TIME OF EMPLOYMENT

- A. Unit employees shall be employed between Superintendent's Conference (start of the school year) and June 30th of each year. The work year shall follow the school calendar, the same for the instructional staff.
- B. If layoffs become necessary, the employer shall lay off in accordance with the principals of seniority within the District. The last person hired shall be the first person laid off and the last person laid off shall be the first rehired.
- C. Seniority shall be on the basis of group classification at all times, based on the date of commencement of last employment.
- D. If layoffs become necessary, provisional and probationary employees within a group classification shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees in a particular group have been laid off and other reductions in the work force are necessary the employer shall layoff in accordance with the principals of seniority within the group classification, (i.e., the last person hired shall be the first person laid off and (shall be the first person rehired).
- E. Laid off employees shall be recalled based upon seniority within classification, i.e., teacher aide, teaching assistant or part-time monitor. Any laid off employee shall be put on a preferred list for his/her title, and shall have preference for reemployment for three years after the date of layoff.
- F. Before hiring any new employees the available work must first be offered to employees on layoff by sending a written notice to the employee by registered or certified mail return receipt requested, directing him to return to work at a date and time not less than seven (7) days from the date of the mailing of such notice.
- G. The Board agrees to consult with the CSEA when new job titles are created relative to terms and conditions of employment.

ARTICLE XI

PERSONNEL FILES

A. Right to Examine

Any Para-professional Unit employee shall be permitted to examine his official employment and personnel file, confidential information from sources outside of School District excepted. Personnel files may be reviewed upon 24 hours notice of a request by scheduled appointment.

B. Single File

Single File per employee - There shall be only the Para-professional Unit employee personal file in which the above type of material is filed.

C. Unfavorable Reports

No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed, and does not necessarily indicate agreement with its content.

D. Employee's Right to Answer

The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

ARTICLE XII

DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its employees dues and insurance premiums for the Association as said employees individually and voluntarily authorized the Board to deduct and to transmit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. Employee authorization shall be in writing and a manner consistent with Section 903B of the Municipal law, Chapter 392 of the Laws of 1967.

B. Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted within one month to the Treasurer of the Civil Service Employees Association, Inc.

Employees shall have their dues pro-rated and deducted uniformly and consistently each payday of the month accordingly so that the year's dues are equally divided into their ten-month period.

C. Deduction authorized by any employee shall continue as so authorized unless and until such employee notifies the Board of his/her desire to discontinue or to change such authorization during the recess period.

D. Notification of discontinuance of deductions shall be in writing and signed by the non-teaching employee and submitted to the Board during the open recess period, which is 120 days to 90 days preceding expiration of the contract, in duplicate; one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc.

E. Upon meeting statutory requirements, an agency fee deduction will be made on behalf of the Association for all members of the bargaining unit who are not Association members.

ARTICLE XIII

ASSOCIATION BUSINESS

A. Use of District Facilities

Permission shall be granted for the use of District facilities for meetings within the policy covering taxpayer use of school facilities. Appropriate application must be filed and approved by authorizing person.

B. Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each building and/or department, for the exclusive use of the Association for the purpose of posting. Abusive or derogatory material to be excluded. Such material shall deal with proper and legitimate Association business.

C. Labor - Management

Labor and management will meet periodically to discuss any problems that might occur.

D. One member of the Union - either an elected or appointed official or delegate shall be permitted five days absence per year without charge to accumulated credits to attend to Union businesses.

E. The District shall supply to CSEA or its authorized r ^{Solitaire.Ink} representative a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and the first date of employment. This list will be updated where warranted.

The District shall supply to CSEA, or its authorized representative on a semi-annual basis the name, item number, work location and date of hire of all new employees. In addition, the District shall supply a listing of employees who terminate their employment showing the item number and work location.

ARTICLE XIV

TERMS AND CONDITIONS FOR MONITORS

Pursuant to the Memorandum of Agreement dated November 9, 2004, monitors shall receive benefits as follows:

A. Part-time monitors

A. Part-time monitors are defined for purposes of this contract as those employees who are hired to work a regularly scheduled work week of 19 1/2 hours, for the regular instructional calendar.

B. Dental Insurance: Such employees will receive dental insurance (individual coverage) at district expense, but shall not be entitled to health insurance.

C. Personal and Sick Leave

A. Effective for the 2004-2005 school year, three (3) personal days and five (5) sick days.

B. Each employee is entitled to cash in of up to three (3) unused personal days each year. Leave days shall accumulate up to 180 days.

B. Full-Time Monitors

1. Full-time monitors are defined for purposes of this contract as those employees who are hired to work a regularly scheduled work week, work year, and work day, the same as the instructional employees.

2. Compensation: Effective March 1, 2001, compensation shall be based upon the Teacher Aides annual salary schedule, annexed hereto as Appendix AB@.

3. Benefits: All contractual benefits shall apply, such as health insurance, dental insurance, sick leave and personal leave.

C. In addition to the above terms, only the articles enumerated here apply to the monitors:

Article I - Recognition;
Article II - Negotiations;
Article V - Retirement;
Article IX - Grievance and Arbitration;
Article X - Time of Employment;
Article XI - Personnel Files;
Article XII - Dues Deduction;
Article XIII - Association Business;
Article XV - Duration.

TAYLOR LAW NOTICE

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.

Roosevelt Salary Schedule		Paraprofessionals		
STEP	TEACHER AIDES			
	2003-2004	2004-2005	2005-2006	2006-2007
1	\$17,417	18,000	18,603	19,227
2	18,118	18,725	19,352	20,001
3	18,820	19,450	20,102	20,775
4	19,521	20,175	20,851	21,549
5	20,223	20,900	21,601	22,324
6	20,926	21,627	22,352	23,100
7	21,625	22,349	23,098	23,872
8	22,323	23,071	23,844	24,642
9	23,033	23,805	24,602	25,426
10	23,741	24,536	25,358	26,208
11	24,450	25,269	26,116	26,990
12	25,158	26,001	26,872	27,772
13	25,724	26,586	27,476	28,397
14	26,276	27,156	28,066	29,006
15	26,814	27,712	28,641	29,600
16			29,214	30,193
		Appendix "B"		

Roosevelt Salary Schedule		Paraprofessionals		
		MONITORS		
	Salary Schedule - Hourly			
	2003-2004	2004-2005	2005-2006	2006-2007
STEP				
1	\$9.09	\$9.39	\$9.72	\$10.06
2	9.38	\$9.69	\$10.03	\$10.38
3	9.65	\$9.97	\$10.32	\$10.68
4	9.94	\$10.27	\$10.63	\$11.00
5	10.25	\$10.59	\$10.96	\$11.35
6	10.55	\$10.90	\$11.29	\$11.68
7	10.86	\$11.22	\$11.62	\$12.02
8	11.19	\$11.56	\$11.97	\$12.39
		Appendix "C"		

ARTICLE XV

DURATION

- A. The provisions of this contract shall be effective as of July 1, 2004 and shall remain in full force and effect until June 30, 2007.
- B. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.

DATE 12/5/05

CIVIL SERVICE EMPLOYEES ASSOCIATION

By: [Signature]
Unit President

DATE 12/05/05

By: [Signature]
Labor Relations Specialist

DATE 12/22/05

ROOSEVELT UNION FREE SCHOOL DISTRICT

By: [Signature]
President