

COLLECTIVE BARGAINING AGREEMENT

By and Between

**BOARD OF EDUCATION OF
NORTH SHORE SCHOOL DISTRICT**



North Shore Schools

Discovering Your Dreams

and the



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

PARAPROFESSIONAL UNIT

July 1, 2006 - June 30, 2010

AGREEMENT

-between-

BOARD OF EDUCATION OF
NORTH SHORE CENTRAL SCHOOL DISTRICT

-and-

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL
(PARAPROFESSIONAL UNIT)

2006-2010

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AGREEMENT made this 22nd day of May 2007, by and between the BOARD OF EDUCATION OF NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (PARAPROFESSIONAL UNIT) (hereinafter referred to as the "UNION".)

WITNESSETH

ARTICLE I. RECOGNITION

A. The District hereby recognizes the Union as the exclusive representative of all paraprofessionals, including monitors and teacher aides who work fifteen or more hours per week, excluding all other employees (substitute monitors and substitute aides are excluded) for the purpose of negotiating collectively and in the administering of all grievances arising under the terms of this Agreement and for the purpose of entering into written agreements in determining such terms and conditions of employment.

B. The Union shall be entitled to unchallenged representation status for the maximum period permissible by law.

ARTICLE II. WAGES

A. Members of the unit shall be paid in accordance with the schedule annexed hereto.

B. Effective July 1, 2000 the District shall annualize the salaries of

Regularly scheduled unit members. The District reserves the right to eliminate the practice of annualization upon the expiration of this agreement. Prior to the elimination of such annualization, the District will consult with representatives of the Union.

C. Employees who have completed 13 years of continuous service in the unit shall be entitled to a longevity payment of \$400.00.

ARTICLE III. INSURANCE

A. For bargaining unit employees working 17.5 hours or more each week, the District shall continue to provide the Health and Major Medical Insurance Plan as negotiated by the District and North Shore Schools Federated Employees Teachers Unit. Effective July 1, 2003 the eligible unit members' rate of contribution for the individual and family health insurance premiums shall be 15%. For all eligible unit members hired after May 22, 2007, the rate of contribution for the individual and family health insurance premiums shall be 20% for the first five (5) years of service to the District. After completing five (5) years of service with the District, the member shall contribute 15% for individual and family health insurance premiums.

B. Employees hired after September 1, 1993 shall not be eligible for the benefits set forth in paragraph A at any time their spouse is eligible for substantially equal coverage.

C. The District shall provide unit members with group life insurance in the total amount of \$4,000 for which the District shall pay the full premium.

D. Effective July 1, 2000 unit members with three or more years of service and who work at least 17.5 hours each week shall be eligible for enrollment in the New York State Disability Program. Participating employees shall contribute the maximum amount permitted by law.

E. Unit members with a minimum of 20 years of continuous North Shore School District service who are eligible to retire from the New York State Retirement System without any reduction in benefits, shall be eligible for continued individual health insurance or family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan or 50% of the cost of the family plan.

Unit members with a minimum of 15 years of continuous North Shore School District service who are eligible to retire from the New York State Retirement System without any reduction in benefits, shall be eligible for continued individual health insurance into retirement. The District shall contribute 70% of the cost of the individual plan. Effective May 22, 2007, unit members with a minimum of 15 years of continuous North Shore School District service who are eligible to retire from the New York State Retirement System without any reduction in benefits, shall be eligible for continued family health insurance into retirement. The District shall contribute 35% of the cost of the family plan.

ARTICLE IV. UNION BUSINESS

A. The District shall make available to the Union, without charge, space for the conduct of general meetings of the membership and individual committee meetings.

B. No Union business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

C. A representative of Union may enter the premises for Union business upon prior notice to the Assistant Superintendent for Business. Entry will be after working hours when school is not in session, unless prior approval is given by the Assistant Superintendent for Business.

D. The Union shall have free and unhindered use of school mail service and boxes for the purpose of distributing materials to its membership provided such use does not interfere with official use by the District.

ARTICLE V. RETIREMENT

Current unit members shall have the option of joining the employees retirement system (75i).

ARTICLE VI. EXAMINATIONS

Unit members shall comply with the District's policy regarding medical examinations.

ARTICLE VII. GRIEVANCE PROCEDURE

A. Each unit member shall be entitled to a representative of his/her own choice at each step of the grievance procedure.

B. Any disputes arising concerning the interpretation or application of the terms of this Agreement, or the rights claimed to exist thereunder, may be the subject of a grievance and shall be processed and resolved in accordance with the following:

1. A grievance shall be presented by the aggrieved unit member to the Building Principal, in writing, within ten working days after the alleged grievance arises. Within five working days after receipt of the written grievance, the Building Principal shall confer with the aggrieved unit member and his/her representative, if the unit member so desires.

2. In the event such grievance is not resolved in writing, within five working days following such conference with the Building Principal, the aggrieved unit member shall present it, in writing, within ten working days thereafter to the Assistant Superintendent for Business and Personnel.

3. Within five working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten working days after such conference, the grievance shall be presented in writing within ten working days to the Superintendent of School for settlement. Within five working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses.

4. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within fifteen working days after presentation, the

grievance shall be presented, in writing within ten working days after receipt of the reply to the Board of Education for settlement. The decision of the Board of Education shall be final and binding.

ARTICLE VIII. PAID LEAVE

1. Sick Days

- a. At the beginning of each school year, unit members shall be entitled to ten paid sick leave days.
- b. For all employees hired after October 7, 2002, sick leave Days shall be accrued on a monthly basis, i.e. 1 day per month of work. This accrual basis shall remain in effect for the first three years of these individuals' continuous employment with the District. Thereafter, paragraph a. shall apply.

2. The policy of paid sick leave in cases of short-term illness shall be subject to the District's discretion.

3. Effective July 1, 2000 unit members shall be eligible for two personal/family illness days. These days may not be accumulated.

Personal business, as used in this section, shall mean matters of a personal nature requiring urgent attention or involving important responsibilities or obligations which cannot be attended to when school is not in session. No unit members will be absent for personal business immediately preceding or following vacation or holiday periods unless the reason is stated and approved by the

Superintendent. In any case where the Superintendent suspects that personal leave is being abused, a unit member may be required to submit the reason for which personal leave is sought or has been taken.

Family illness shall include care for a family member who is ill. The family shall be defined as a mother, father, spouse, child, sister, brother, or children living outside the household of the unit member; or member of the family living within the household of the unit member. In any case where the Superintendent suspects that family leave is being abused, a unit member may be required to submit the reason for which family leave is sought or has been taken and a note from a physician may be required.

4. Subject to the requirements of law, employees shall be required to adjourn jury duty to a time when school is not in session.

5. A unit member shall be entitled to up to maximum of three (3) days of paid bereavement leave in the event of a death in the unit member's immediate family. Immediate family is defined as the unit member's mother, father, spouse, child, sister, brother, grandparent, mother-in-law and father-in-law.

6. If unit members report to work and there is an early closing in the District, unit member will receive pay for the entire day provided such day is credited by the State Education Department as a day towards completion of the school academic year. Unit members shall receive full pay on days that there is a delayed school opening.

ARTICLE IX. SUBCONTRACTING

The District may contract for services performed by unit members.

ARTICLE X WORKERS' COMPENSATION

Unit members filing workers' compensation claims must use a physician or physicians designated by the District in order to process any claims.

Unit members shall notify the building administrator of any work related accident or injury immediately after such incident occurs. All appropriate forms shall be completed prior to the end of the work day. In the case of an accident occurring after hours, such unit members must notify their supervisor as soon as practical, and in no event, no later than the next business day. Should the building administration be unavailable, the director of facilities or his designee shall be notified.

ARTICLE XI. MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise, direct, and transfer the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish and/or modify work and school schedules; to establish and modify work rules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

ARTICLE XII. BREAKS

Unit members who are schedule to work five (5) or more hours per day shall receive one fifteen (15) minute break during the course of the work day as assigned by the Building Principal. The Building Principal shall have the discretion to combine a unit member's lunch break with the above referenced fifteen (15) minute break. Moreover, the Building Principal shall have the sole discretion to preclude a unit member from taking his/her fifteen (15) minute break based upon operational needs. This break time shall be paid by the District, but shall not extend the work day.

ARTILE XIII. SUPERINTENDENT'S CONFERENCE DAY

Effective July 1, 2003 the work year for teacher aides shall include two Superintendent's conference days. Unit members are required to attend these conferences. For the 2002-2003 school year only those unit members who attend two Superintendent conference days shall be paid for two days. Unit members attending only one conference day during the 2002-2003 school year shall be paid for one day only.

ARTICLE XIV. JOB POSTINGS AND INTERVIEWS

Job postings of new unit positions shall be posted in each building, when practical.

When openings become available, the District will use its best efforts to interview unit members whose employment with the District was terminated within the previous 12 months for reasons other than unsatisfactory work performance. Unit members with the greatest length of service in the unit will be interviewed first. Nothing herein shall require the District to hire any unit member based on his or her length of service.

ARTICLE XV. ILLEGALITY

In the event 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 this Agreement shall continue in force and effect.

ARTICLE XVI. TAYLOR LAW NOTICE

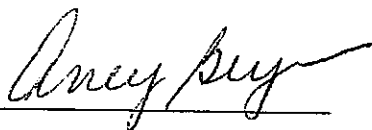
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII. DURATION OF THIS AGREEMENT

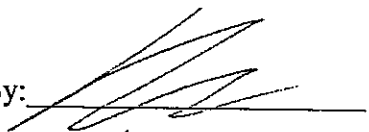
This Agreement shall be effective July 1, 2006, and shall remain in full force and effect to and including June 30, 2010, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, on or before January 15, 2010 or any subsequent January 15th, of its desire to make changes herein or to terminate this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

BOARD OF EDUCATION OF
THE NORTH SHORE CENTRAL
DISTRICT

By: 

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By: 
KEVIN E. BOYLE JR.
PRESIDENT

APPENDIX – HOURLY WAGE RATES - PARAPROFESSIONALS

The wage schedule for teacher aides shall be:

	2006-2007	2007-2008	2008-2009	2009-2010
Step 1A (employees hired on after 10/07/02)	16.90	17.43	17.98	18.59
Step 1B (employees hired between 2/15/00 and 10/06/02)	18.54	19.12	19.72	20.39
Step 1C (employees hired prior to 2/15/00)	20.34	20.98	21.64	22.38
Step 6	20.60	21.25	21.92	22.67
Step 12	20.91	21.57	22.25	23.01

Employees on step 1A-1C remain on step until Step 6.

The wage schedule for monitors shall be as follows:

	2006-2007	2007-2008	2008-2009	2009-2010
Year 1	13.18	13.60	14.03	14.51
Year 3	13.54	13.97	14.41	14.90
Year 6	14.63	15.09	15.57	16.10

Employees who have completed 13 years of continuous service in the unit shall be entitled to a longevity payment of \$400.00.