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Title: **South Huntington Union Free School District and South Huntington Paraprofessional Association, NYSUT, AFT, AFL-CIO (2004)**

Employer Name: **South Huntington Union Free School District**

Union: **South Huntington Paraprofessional Association, NYSUT, AFT, AFL-CIO**

Local:

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AID/6222

NEGOTIATIONS AGREEMENT

between

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

and the

**SOUTH HUNTINGTON PARAPROFESSIONAL
ASSOCIATION**

NYSUT, AFT, AFL-CIO

JULY 1, 2004 THROUGH JUNE 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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NOTE: The word “Paraprofessional” or “Para” shall be interchangeable.

ARTICLE 1

RECOGNITION

Pursuant to PERB Certification Number C-2778 dated November 6, 1981, the South Huntington Union Free School District (hereinafter referred to as the "District") hereby recognizes the South Huntington Paraprofessional Association, NYSUT, AFT, AFL-CIO (hereinafter referred to as the "Union") as the exclusive collective negotiations agent for the following employees:

Special Education Paras, Special Ed/Clerical Paras, Store Paras, Library Paras, Library/Computer Paras, Learning Laboratory Paras, Cafeteria Paras, Instructional Support Paras, Personal Paras, ESL Paras, Computer Lab Paras, Kindergarten Paras, Special Ed Paras (Pre-School), Primary Mental Health Paras and Leave Replacement Paras (individuals performing position for one [1] semester or more, with a defined end date, paid on entry level).

Excluded: Cafeteria Office Aides, Superintendent's Office Aides, Business Office Aides, all other Central Office Aides, and all other employees.

Nothing contained herein shall be construed to require that employees be members of the Union as a condition of employment, and recognition of the Union shall not interfere with or impair the right of employees under the Constitution or laws of the State of New York.

ARTICLE 2

TERM OF AGREEMENT

This Agreement shall be effective July 1, 2004 and shall continue in effect through June 30, 2008.

Negotiations for a successor Agreement shall commence prior to January 1, 2008.

Beyond the term of this Agreement as, provided above, the Board of Education shall not be required to maintain the status quo except as required by law.

In the event that any term or provision of the Agreement is contrary to any provision of appropriate federal, state or local statute or ordinance, then the provisions of said law shall prevail in the particular instance. All other provisions of this Agreement shall remain in effect.

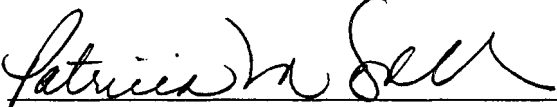
Both parties to this Agreement recognize their responsibility all times to act in good faith in carrying out any and all provisions of this Agreement.

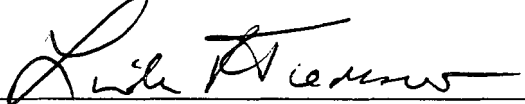
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The parties agree that all items presented for negotiations have been negotiated and that no item will be introduced for further negotiation to take effect during the term of this Agreement.

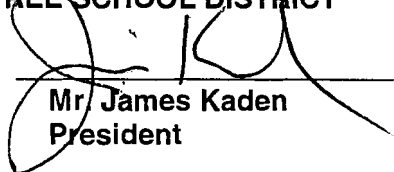
This Agreement may not be modified, changed or altered unless by a further Agreement in writing executed by both parties.


SOUTH HUNTINGTON
PARAPROFESSIONAL ASSOCIATION

By: 
Mrs. Patricia M. Dell
Co-President

By: 
Mrs. Linda R. Tedesco
Co-President

BOARD OF EDUCATION
SOUTH HUNTINGTON UNION
FREE SCHOOL DISTRICT

By: 
Mr. James Kaden
President

By: 
Thomas C. Shea, Ed.D., J.D.
Superintendent of Schools

Dated: 11-3-04

ARTICLE 3

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains the full responsibility and sole right of management of the District, its business affairs and property, including but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer or discontinue operations; to establish work and school schedules; to hire and promote employees; to increase or decrease the working force; and to suspend, discharge, and discipline employees for just cause. New Para positions and respective work hours shall be established by administration. The Union will be advised accordingly.

ARTICLE 4

PROBATIONARY PERIOD

Each person employed as a Para shall be placed on probation for a period of one (1) school year. If at the end of this period, the employee's work is considered to be satisfactory, the employee shall be considered to be a permanent employee of the School District and seniority shall date from the first day worked. Permanent employees who are transferred to a position on another seniority list shall serve a new probationary period of five (5) months. Should they not satisfactorily complete the new probationary period after receiving the appropriate training, they shall be returned to their former position, or, if such position has been abolished, placed on the appropriate preferred eligibility list. In the event of a voluntary transfer, no permanent employee shall be required to serve a five-month probationary period if the employee has already served a probationary period for said position. No permanent employee shall be required to serve a probationary appointment when transferred involuntarily within the same category (non-instructional and instructional) as defined in Article 24.

The termination of a new employee during the probationary period shall not be subject to the grievance procedure.

ARTICLE 5

WAGES

The wages for the term of this Agreement are set forth in Appendix "A".

July 1, 2004	75 cents per hour plus step wage increase, retroactive
July 1, 2005	40 cents per hour plus step wage increase
July 1, 2006	40 cents per hour plus step wage increase
July 1, 2007	40 cents per hour plus step wage increase

ARTICLE 6

NO STRIKES OR WORK STOPPAGES

The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement, will, during the term of this Agreement, engage, participate or assist in any strikes, slowdowns, walkouts or stoppages of work.

ARTICLE 7

WORK DAY-WEEK-YEAR

- A. Scheduling of Paras, including the number of hours worked by each Para per day, the hours to be worked, the days of the week to be worked, and the number of days per year to be worked, shall remain the exclusive prerogative of the District. Such scheduling may include evening and summer hours. However, volunteers shall be considered first.
- B. Instructional Paras scheduled to work four (4) or more hours shall receive as part of their work day/hours, thirty (30) minutes of prep time and a fifteen (15) minute paid break. Non-instructional paras shall receive a fifteen (15) minute paid break. A thirty- minute (30) unpaid lunch period will be scheduled in addition to the work hours. Instructional Paras scheduled for work less than four (4) hours shall receive prep time only.

Non-instructional Paras will follow the same schedule except that prep time is not authorized.

- C. Substitution Rights: Every effort will be made to permit substitute work for absent co-workers. If a substitute Para cannot be found, an employee in the same category (i.e., instructional) not required to work at that time shall have first priority in substituting for the absent Para.
- D. Employees shall be compensated at their hourly rate for periods of required training.
- E. Unit members are required to give two (2) weeks written notice of their intention to resign, unless extraordinary circumstances prevent the employee from providing the required notice.
- F. The District shall schedule cafeteria paraprofessionals for supervision during outdoor recess at a ratio of 1.5 classes per cafeteria paraprofessional, not to exceed 35 students per cafeteria paraprofessional.

When cafeteria paraprofessionals supervise students during outdoor recess, the District shall schedule no fewer than two (2) cafeteria paraprofessionals for this recess supervision at any given time.

Whenever recess is held in the gymnasium, multi-purpose rooms, or similar areas, the District shall schedule no fewer than two (2) cafeteria paraprofessionals for recess supervision during the use of one of these areas. The District shall

schedule cafeteria paraprofessionals at a ratio of 1.5 classes per cafeteria paraprofessional, not to exceed 35 students per cafeteria paraprofessional during this time.

Whenever recess is held in a classroom or the library, the District shall schedule one (1) cafeteria paraprofessional to each area. There shall be no more than 1.5 classes, not to exceed 35 students, assigned to a classroom or to the library during this time.

ARTICLE 8

HEALTH & LIFE INSURANCE

Employees working twenty (20) hours or more per week may participate in the following insurance plans of the District:

Life Insurance: (\$2,000 policy) Participation by the employee in the Life Insurance plan shall require full payment of the applicable premium by the employee.

Health Insurance: Participation by the eligible employee in the Health Insurance plan will be based on the following:

1. Employees hired prior to June 1, 1982 and in the health insurance plan at that time and continuing since then shall have their premiums paid fully by the District. Paras in the health insurance plan as of July 1, 1993 and continuing since, shall have the option to cancel their health insurance coverage and receive quarterly cash payments equal to 50% of the District's payment for single or family premium effective with the first full quarter after such declaration. The Para who selects this option shall have the right to re-enter the health insurance plan upon 90 (ninety) days notice to the District.
2. Employees hired June 1, 1982 and thereafter may participate in the health insurance plan with the District contributing 75% of the premium costs. Employee contributions will be deducted from paychecks in equal amounts throughout the school year.

All Paras whose hours are reduced below 20 hours will have their health insurance benefit eliminated the month following such reduction.

Administration shall have the right to change insurance carriers including to a self-insured plan, as long as the benefits in effect at the time of the change do not decrease.

Health insurance benefits provided over the summer shall be contingent upon unit members working through September 30th of that year. However, this limitation is not applicable if significant health considerations require the employee to leave prior to September 30th.

ARTICLE 9

DUES DEDUCTION

The District will deduct from pay, monthly membership dues in the Union, on the basis of individually signed voluntary deduction authorization cards in a form agreed to by the District and the Union. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made directly to the Union by the employee.

The Union shall indemnify and save the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the School District for the purpose of complying with any of the provisions of this Article.

Every member of the unit who is not a member of the South Huntington Paraprofessional Association shall pay to the Association an agency shop fee deduction. Such payments shall be paid in the same manner as the dues deduction. The District shall not be liable to see to the proper application of such funds by the Association.

The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys fees that may accrue as a result of the aforesaid agency fee provisions by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provisions. Furthermore, the Association and NYSUT will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible.

ARTICLE 10

SICK LEAVE

Sick leave for personal and/or family illness of the employee will be granted with no loss of pay as indicated below. An employee may accrue unlimited sick days. Sick leave shall be applicable to illness/disability caused by pregnancy and/or child birth. Should an employee become ill during the work day, no deduction shall be made.

Administration shall have the right to request a medical certificate for any sick leave absence of three (3) or more consecutive days.

10-Month Employees:

Entry Level Employees	=	4 days/year for those employed between September 1 and February 1; 2 days/year for those hired after Feb. 1
Those employees on Steps 1 and 2	=	4 days/year effective with September 1 start of the school year
Those employees on Step 3	=	6 days/year effective with September 1 start of the school year

Those employees on Step 4, 5, 6, 7, 8, 9 & 10 = 9 days/year effective with September 1 start of the school year

Those employees hired prior to 9/1/85 = 10 days/year effective with September 1 start of the school year

Unit members shall be compensated for unused sick days upon retirement as provided herein. The amount of such payment shall be equal to the number of accrued sick days, subject to a maximum of twenty-five (25) days, multiplied by the employee's daily rate of pay at retirement. To be eligible for this benefit, employees must have completed ten (10) years of continuous service in the District and be of retirement age in accordance with the employees' retirement system.

Sick Leave Bank

The District and the Association have developed a voluntary sick leave plan. Paraprofessionals opting to contribute and to participate shall contribute one (1) sick day per year. Rules and regulations shall include the following:

1. Only contributors to the Sick Leave Bank are eligible to apply for such assistance.
2. A cap on the maximum of days to any one individual shall be sixty (60) days.
3. Medical certification by the applicant's physician shall be required.

The Sick Leave Bank will be implemented in the District effective with the 2004-05 school year.

Effective September 2004, a paraprofessional who is absent from their paraprofessional responsibilities due to a medically certified illness or injury resulting in a temporary disability shall be eligible to apply for assistance from the Sick Leave Bank after they have exhausted their own sick leave accumulation.

In order to be eligible for participation in this Sick Leave Bank plan, a paraprofessional will be required to provide medical certification from their own physician. If approved, the paraprofessional may be granted not more than sixty (60) work days in any situation from a bank which will be established by irrevocable voluntary contributions from staff of one (1) sick day per year per donating paraprofessional.

The initial determination would not preclude the individual from reapplying to the sick bank for additional days under extenuating circumstances which the committee in its discretion may grant.

Paraprofessionals who have exhausted all of their sick leave accumulation will be eligible to apply for the sick bank plan if they comply with the following procedures:

- A. The paraprofessional shall submit an application to the Superintendent accompanied by medical certification from their own physician. The Superintendent will contact the President of the Paraprofessional Association prior to processing the application.
- B. Periodic verification of the continued illness or disability may be required by the District from the paraprofessional's physician.
- C. The application and the medical certification shall be reviewed by a committee

- consisting of three (3) representatives of the Association and three (3) representatives of the District, appointed by the Superintendent and the President of the Paraprofessional Association each year to administer the Sick Leave Bank.
- D. The committee shall make a determination as to the eligibility of the applicant to receive sixty (60) days of sick time and any extension from the bank. A majority vote of the committee shall constitute approval of the request.
 - E. No sick leave may be used any time during the months of July and August.
 - F. The sick bank may not grant any sick time to any paraprofessional for any disability or illness which may have resulted from a job related injury which a claim has been filed and approved under New York State Workers Compensation regulations.
 - G. Any unused sick time as may be accumulated in the sick bank shall be carried over into the subsequent school year.
 - H. Days donated to the sick bank shall not be included in any retirement reimbursement program.
 - I. Contributions to the bank shall be made through the office of Personnel during the life of the agreement. The Personnel Office will canvas the members of the paraprofessional staff in order to determine the number of paraprofessionals willing to contribute a day of their sick time to the sick bank. This process will be completed by returning a signed form to Personnel Office from each individual authorizing the sick time to be deducted from their accumulated sick leave. Requests for donations to the Bank shall be made only once a year in June. During the balance of the year, no donations will be accepted.

ARTICLE 11

HOLIDAYS

Employees shall be entitled to the following paid holidays:

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

Payment will be based on the normal daily work hours and will be included in the annualization of wages.

ARTICLE 12

BEREAVEMENT LEAVE

- 1. Five (5) business days shall be allowed for bereavement leave in the event of a death in the immediate family. These days shall be allowed on the occasion of each death in the immediate family. Such days must be taken within seven (7) calendar days of the loss of the family member.

2. The immediate family is defined to include parents, parents-in-law, brother, brother-in-law, sister, sister-in-law, spouse, children, children-in-law, grandparents, grandparents-in-law, grandchildren, guardians, or any relative living in the employee's household.
3. In the event of a death of an employee's friend or relative not in his/her immediate family (who does not reside in his/her household) one day's leave shall be allowed, but shall be charged to sick leave.

ARTICLE 13

LEAVE OF ABSENCE

1. Requests for unpaid leave days for up to ten (10) days may be granted by the Assistant Superintendent for Personnel upon submission of written request, provided the leave does not seriously inconvenience the District nor disrupt the academic program. Requests for vacations will not be considered.

This absence will not be construed as an interruption of continuous service, and no other provision of this article apply thereto.

2. **Child Bearing:** Under normal circumstances, the use of accumulated paid sick leave after delivery shall be limited to six (6) calendar weeks. Extension of the use of such paid sick leave beyond the six-week period will be contingent on the recommendation of the attending physician with verification by the District physician, if requested by Administration.
3. **Child Rearing:** An unpaid child care leave of absence shall be granted not to exceed six (6) months. Leaves will be extended upon application for an additional six months or to the end of the school year, whichever is longer.
4. **Medical Needs:** Personal medical leave may be granted for a maximum of six (6) months, if medically necessary and upon documentation thereof. The District agrees to review requests for extensions based on medical necessity.
5. **Non-Medical:** A leave of absence for non-medical needs of the individual may be granted for a maximum of six (6) months.
6. All non-medical leaves require a thirty (30) day advance written request and approval by the Board of Education. Written notification must be given to the Personnel Office at least fifteen (15) school days prior to the end of the leave as the individual's intent to return. A lack of such notice after the commencement of the fifteen (15) school day period shall result in the termination of employment with the District.
7. Where applicable, leaves will be granted in accordance with the Family Medical Leave Act.
8. An employee returning from leave will not be entitled to return to the same building, assignment, or hours (plus or minus up to one [1] hour) held at the time of the

leave-taking. In no event shall an employee who was regularly scheduled to work four (4) or more hours per day return to a position that is less than four (4) hours per day. The District may require medical documentation certifying that the employee is fit to continue employment.

9. An employee on leave of absence accrues no sick leave credit.
10. An employee on leave may not engage in other employment without prior written approval.

ARTICLE 14

PRESERVATION OF BENEFITS

This Agreement contains the entire Agreement between the parties.

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article 3 of this Agreement (Management Rights).

ARTICLE 15

DISCHARGE

Nothing in this Agreement shall be construed as limiting the right of the Administration to discharge any employee for just cause. The Union reserves the right to dispute any discharge and to process same through the grievance machinery provided in this Agreement, provided such employee has completed his/her probationary period.

ARTICLE 16

VISITATION

The Union, through its representative, shall have the right to visit the schools in the District. The Union shall, prior to visiting the District, notify the Superintendent of Schools or his/her designated representative.

The Union representative shall at all times confine such visits to Union business and at no time interrupt service.

ARTICLE 17

LEGAL SERVICE

All employees covered under this Agreement shall be required to report promptly to the Superintendent of Schools, all job-related incidents of assault and/or civil actions or criminal proceedings instituted against the employee. The District agrees to provide legal

counsel for a Para in any civil action arising out of an assault on a Para or any disciplinary action taken against a student by a Para.

When an employee is required by the District to appear at a court or administrative agency, the said employee shall be given reasonable prior notice, and shall be entitled to consultation with the School District attorney or the attorney for the District's insurance carrier prior to the said appearance. Time spent at such court or agency shall be compensated up to the maximum number of hours normally worked per day by the Para.

Any specific charge made by a student, parent, or other person to any member of the administrative or supervisory staff will be promptly called to the attention of the Para concerned.

ARTICLE 18

PERSONNEL FILE

Written requests for personnel files shall be made upon twenty-four (24) hours notice. No material questioning the performance of the Para will be placed in the Para's file unless (s)he has had the opportunity to review it. Upon said review, the Para must sign the material as acknowledgement of review. The Para shall have the right to respond in writing to the material and to have copies of such material. Refusal or failure by the Para to sign said material shall not prevent the material from being placed in the personnel file. The Para shall have the right to respond in writing to any document in the file and to have copies of such documents.

ARTICLE 19

MISCELLANEOUS

1. **Workers' Compensation:** All employees covered by this Agreement are covered by the District under the applicable provisions of the New York State Workers' Compensation Law.
2. **Mileage:** An employee required to use his/her own vehicle on school business for necessary travel mileage throughout the year, e.g. split assignments, shall be reimbursed at the rate of \$250 at year end. Such travel allowance shall be pro-rated for the period if less than a year.
3. **Building Usage:** Authorization to hold meetings in school buildings at reasonable times and without cost to the Union will be granted. The Union shall follow the standard procedure when requesting the use of school buildings.
4. **Bulletin Boards:** Bulletin boards are provided in each building for Union usage.
5. **Inclement Weather Days:** When employees are not required to work by virtue of the schools being closed due to inclement weather, such days will be compensated. If additional work/make-up dates are required, employees will be compensated.
6. **Flexible Benefits Plan:** Paraprofessionals are eligible to participate in the District's Flexible Benefits Plan.

7. The Union shall be granted up to four (4) additional business days. Such days to be used by Union officials or designees with pay for attendance at Union conferences. (Example: 1 person granted 4 days; 4 people granted 1 day.)
8. Calendar Committee: A representative from the South Huntington Paraprofessional Association shall serve on the calendar committee.
9. Tax-Sheltered Annuities: The Board of Education agrees to the purchase of annuities from a previously authorized carrier for employees who have authorized such reductions in contract salary in accordance with the provisions of Section 403b of the Internal Revenue Code of 1954, as amended.
10. Unit Representation: All Paraprofessionals shall have the right to a Union representative accompany them to any meeting with administration that may lead to disciplinary action.
11. Seniority Lists: The District shall update and provide the Association with a seniority list twice a year, by October 15th and February 15th. Leave Replacement Paras shall be credited with time worked for purposes of seniority if and when placed into a permanent position.

ARTICLE 20

TRANSFERS/POSITIONS

- A. Openings: All openings for a Para position shall be posted in each school with a copy forwarded to the Union. Each posting shall include a job description, classifications, hourly rate and length of work day/year.
- B. Voluntary Transfers:
 - 1) All requests for voluntary transfers must be submitted in writing to the building principal by May 1st of the school year.
 - 2) Any employee who desires to fill a posted opening shall file a written application with the District within five (5) school days following the posting. Applications from employees, other than those submitted under B (1) above, will be considered only if the position desired results in a difference of daily hours. Applicants who are employees shall be considered for the opening before outside applicants.
- C. Involuntary Transfers: An involuntary assignment, be it to another job title and/or to another building, shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason(s) for the involuntary assignment. The employee shall have the right to be accompanied by a Union representative at such meeting. Involuntary transfers to programs that serve other than usual school-age children or cover hours outside the normal school day or year shall be made in inverse order of seniority.
- D. Reassignment: In the event of the elimination/reduction of positions, Paras will be reassigned within their job title based on seniority in that title.

ARTICLE 21

EVALUATIONS

1. Employees shall receive from the Principal and/or Department Chairperson, a candid work appraisal and identification and assistance with problems should be noted. (Teacher input should be obtained.) There will be at least one (1) written evaluation per employee per year. Probationary employees shall be evaluated in writing at least twice during their probationary period, one (1) of which shall be done no later than February 1st of the school year.
2. Each employee shall have the opportunity to discuss such written reports with the evaluator. After receiving an evaluation report, the Para shall sign and date one (1) copy, to be returned to the evaluator. The employee's signature will not necessarily indicate agreement with the contents of the report. It shall be the employee's right to provide a written response and affix such to the evaluation report. All non-probationary Paras will receive their evaluation no later than February 1st.
3. An employee should be advised in writing of specific job performance deficiencies, and be given reasonable time to make satisfactory job performance improvements.
4. The Para evaluation form created for use in 1992-1993 will be the form used for evaluations.

ARTICLE 22

REPORTING PAY

If an employee reports for work and commences the regular work day, but is then sent home because the work day has been abridged due to circumstances such as adverse weather conditions (snow), or power failure, sickness, etc., such employee shall nevertheless be paid for his/her regularly scheduled work day.

ARTICLE 23

JURY DUTY

Days shall be granted for jury duty when such attendance is required by Law. Official documentation is required to verify jury attendance. Any remuneration received by an employee on a per diem basis for jury duty shall be refunded to the District, excluding the mileage reimbursement for transportation.

ARTICLE 24

EXCESSING

- A. Excessing refers to the loss of employment due to the elimination of a position.
- B. Para assignments are defined by categories (instructional and non-instructional) and are further assigned to classifications within the categories as follows:

1. Non-instructional

- a. Cafeteria
- b. Building support (store paras, print room paras)

2. Instructional

- a. Special Education
- b. Student Support (learning lab paras, library paras, library/computer paras, math lab, reading lab, mental health paras, instructional support paras)
- c. ESL
- d. Kindergarten

- C. A separate seniority list shall be prepared for each of the six classifications, as listed above. Each seniority list will be further separated as follows:
- 1. Four (4) hours or more and
 - 2. Fewer than four hours.
- D. An excessed Para may claim a position held by the least senior employee on their list.
- E. If no such position is available, the excessed Para will be placed on the preferred eligible list for the next available position that falls within their seniority list. Employees shall be so listed for a period of one (1) year.
- F. Employees shall have the right to reject one recall if such recall is for a work schedule (total hours per day) that is at least one hour different than at the time of their being excessed.
- G. While on the preferred eligible list, employees will have the option of working as a permanent substitute Para within the District, within the parameters set for such position(s). Employment as a permanent sub will not affect the employee's standing on the preferred eligible list.

ARTICLE 25

GRIEVANCE PROCEDURE

- A. **Definition:** A grievance is defined as a claimed breach of an expressed provision of this Agreement. No grievance will be entertained unless it is commenced at Stage 1 within ten (10) school days after the employee knows or should have known of the conditions on which the grievance is based.
- B. **Grievant:** At the informal stage, an employee, a group of employees, or the Union may initiate a grievance.

C. Stages

Stage 1 – Within ten (10) days after a grievance may have occurred, the grievant will informally discuss the grievance with his/her Principal and immediate supervisor. Within five (5) school days of said discussion, the Principal will render a decision in writing for the grievant, with a copy forwarded to the Union.

Stage 2 – Upon receipt of the Stage 1 response, the grievant will meet with the Union, which will then process the grievance to Stage 2, if said grievance is judged by the Union to be meritorious. If not so judged, the grievant may independently proceed to Stage 2. Stage 2 shall be initiated by forwarding the grievance within ten (10) school days to the Superintendent, who will meet with the Union within ten (10) school days of receipt of grievance. The Superintendent, or his/her designee, shall meet with the grievant, with the Union having the right to be present. If a designee is appointed, the designee's recommendation for settlement of the grievance shall be forwarded to the Superintendent within five (5) school days after the hearing. The Superintendent shall render a written decision within ten (10) school days after hearing said grievance, or within ten (10) days of receiving the designee's recommendation for settlement of the grievance. The Superintendent's decision may be appealed to the Board of Education who will consider the grievance at a special meeting within twenty (20) days. The Board's decision shall be final and binding.

The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. Students shall not be involved in any phase of the grievance procedure. The stipulated time periods may be waived by both parties to obtain additional investigative time.

A grievance shall contain the following information:

1. Name and position of the aggrieved party and date of filing.
2. Identity of the contract provision involved in the grievance.
3. Time and place where the alleged events or conditions constituting the grievance existed.
4. Identity of the party responsible for causing the said events or conditions, if known to the aggrieved party.
5. A general statement of the nature of the grievance.
6. A statement of the redress sought by the aggrieved party.
7. A copy of the Principal's response to Stage 1.

ARTICLE 26

LONGEVITY

A Para who has served continuously for ten (10) or more years shall receive a longevity payment of \$400 per year on his/her anniversary date. Such payment and the payments set forth in the following two paragraphs shall be incorporated into the employee's annualized salary effective within thirty (30) days after the ratification of the new contract. Such payments will begin at the start of the eleventh (11th) year of employment. An employee hired prior to January 1st shall receive longevity credit for the full school year. First-year credit will commence the following school year for those hired after January 1st.

A Para who has served continuously for fifteen (15) or more years shall receive a longevity payment of \$600 per year on his/her anniversary date. (This total payment of \$600, includes the ten (10) year longevity payment.) This payment shall start at the beginning of the sixteenth (16th) year of employment. An employee hired prior to January 1st shall receive longevity credit for the full school year. First-year credit will commence the following school year for those hired after January 1st.

A Para who has served continuously for twenty (20) or more years shall receive a longevity payment of \$700 per year on his/her anniversary date. (This total payment of \$700 includes the ten (10) and fifteen (15) year longevity payment.) This payment shall start at the beginning of the twenty-first (21st) year of employment. An employee hired prior to January 1st shall receive longevity credit for the full school year. First-year credit will commence the following school year for those hired after January 1st.

ARTICLE 27

IN-SERVICE

It is agreed that the District, with input from the staff, will work up an in-service program for the purpose of assisting the staff in developing their skills. The District may plan a summer program for such training, attendance at which will be voluntary for continuing Paras, but new Paras will be required to attend. Attendees will receive the applicable compensation. Paras will be compensated for hours in attendance on Superintendent's Conference Day(s). Effective September 1, 1995, payment for attendance is included in the annualization of wages.

The District will plan, with staff input, appropriate activities for Superintendent's Conference Day(s). Absence, on such day, except for illness, will not be compensated.

Attendance at School Based Management meetings held after hours will be compensated if such is true for other staff members in attendance.

ARTICLE 28

BUSINESS AND PERSONAL DAY

Paras shall be granted one (1) Business Day not chargeable to accumulated sick leave. Such leave to be granted for the purpose of conducting business which cannot otherwise be conducted after the normal school day and fall within the Guidelines as noted in Appendix C.

Paras shall be granted two (2) personal days after the completion of their probationary period, which shall not be chargeable to sick leave. All employees must provide five (5) school days' notice except in emergency situations. Personal leave requests will not be authorized prior to or after holidays, vacation periods, long weekends, or on Superintendent's Conference Days unless approved in advance by the Superintendent upon presentation of sufficient justification.

APPENDIX A

Step	7/1/04	7/1/05	7/1/06	7/1/07
Entry Level	10.92	11.32	11.72	12.12
Step 1	11.30	11.70	12.10	12.50
Step 2	11.90	12.30	12.70	13.10
Step 3	12.49	12.89	13.29	13.69
Step 4	13.33	13.73	14.13	14.53
Step 5	14.24	14.64	15.04	15.44
Step 6*	14.47	14.87	15.27	15.67
Step 7*	14.67	15.07	15.47	15.87
Step 8*	14.95	15.35	15.75	16.15
Step 9*	15.56	15.96	16.36	16.76
Step 10	16.16	16.56	16.96	17.36

*Step 6 formerly Step 5a
Step 7 formerly Step 5b
Step 8 formerly Step 5c
Step 9 formerly Step 6

1. Step adjustments are not automatic and may be withheld by Administration for just cause. It is agreed that such action will not be arbitrary and will be subject to the grievance procedure.
2. Paras hired after February 1 of any year shall remain at the same level (entry) for the following year.
3. The hourly wage will be annualized at 192 days. (Based on 182 work days, 7 holidays, 3 Superintendent's Conference Days.)
4. Paychecks shall be issued based on the individual's selection for 22 or 26 equal checks (four [4] additional checks in June). Selection of either option must be made by August 1 and binding for the school year. Lack of such notice by August 1, the individual's paychecks shall be based on 22 payments. New hires after July 31 will follow the 22 paychecks option. Selection of the 26 paycheck option will require written notice of such option and received in the Payroll Department by July 31.

APPENDIX B

Paraprofessional Job Descriptions

Cafeteria

Duties involve lunchroom and recess supervision, and may involve assistance in other clerical or non-instructional duties during non-cafeteria hours.

ESL

Assist classroom teacher in providing for students in ESL (English as a Second Language) program. Work with small groups or individual students to reinforce instruction.

Kindergarten

Assist teacher in daily activities including such areas as computer, behavior support programs, instructional support, class attendance, and preparation of materials. Supplement teacher instruction as directed. Assist in supervision of students at recess, arrival and departure from school.

Library/Computer

Work under the direction of the Librarian. Assist in maintaining library records, circulation of materials including multi-media. Assist in the use of computers and programs for the general use of students. Assist in cataloging, checking of materials, minor repairs to books, and preparation of purchase orders.

Primary Mental Health

Work one on one or in small groups with primary school children under the direction of the Project Coordinator. May assist in maintaining records on assigned students.

Print Room

Make photocopies/transparencies, laminates and other forms of printed material for all district buildings.

Special Education (Classroom, Resource Room, Inclusion)

Work with students in small groups to supplement teacher instruction. May administer test modifications on individual or small group basis. Assist Special Education teacher in maintaining clerical records for assigned students.

Special Education (Clerical)

Assist Special Education teacher with clerical duties pertaining to assigned students. May help with photocopying assignments, notes, and reports for teacher and students. May work with students in small group settings under teacher's direction.

Special Education (Pre-School)

Assist students by providing for physical and personal needs (ex. feeding, toileting, diapering, etc.), under teacher direction. Responsibilities emphasize infant and preschooler needs. Assist in preparation of materials and supervision during recess, hall and playground areas.

Special Education/Personal (One to One)

Facilitate the participation of the assigned student in the elementary or secondary school setting by assisting in any or all of the following: social, academic, and management needs, under the direction of classroom teachers and other building support staff.

Special Education (Two/Three students to One Para)

Work under the direction of the classroom teacher to facilitate the participation of the assigned students in the primary school setting by assisting with social and academic needs.

Store

Assist teacher and/or students in management and sale of items from student store, stocking of merchandise and inventory.

Student Support (Math, Reading, Learning Labs)

Assist teacher in support of student instruction. May work with individual students or groups on reading and mathematic exercises for reinforcement. May assist in maintaining materials and clerical records on students.

*** Although paraprofessionals work very closely with individual teachers, such teachers are not their supervisors. Paraprofessionals are not expected to teach in the absence of the teacher.

APPENDIX C
GUIDELINES FOR BUSINESS DAYS

GROUP A: Activities for which business days will be granted:

1. Child's/Spouse's departure for and arrival from overseas military service;
2. House closing;
3. Compulsory court attendance;
4. Business with government agency when requested to appear.

GROUP B: Activities for which business days will need justification:

1. Transporting children to and from college at the beginning or end of an academic year;
2. Attend graduation of children in college or academy;
3. Conference with attorney;
4. Moving (one day only);
5. Religious rite (immediate family as defined);
6. Attend CSE meeting of child.

GROUP C: Emergency situation for which business day will be granted.

Disaster threatening safety of house or occupants. Examples: fire, fuel or water leaks due to frozen or broken pipes. Repairs after safety measures have been instituted are not covered by business day.