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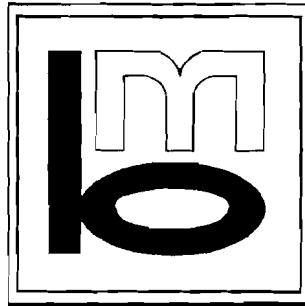
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# AGREEMENT

## BOARD OF EDUCATION

Bellmore-Merrick  
Central High School District  
Nassau County, NY



Bellmore-Merrick  
Paraprofessional Association

Paraprofessional Contract Unit

**RECEIVED** July 1, 2008 to June 30, 2011

MAR 16 2009

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



## Table Of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Recognition	1
II	Working Conditions	1
III	Grievance Procedure	2
IV	Leave Allowance	4
V	Employee Protection	5
VI	Posting of Positions	6
VII	On-The-Job Injuries	6
VIII	Insurance Benefits	6
IX	Personnel File	7
X	Dues Deduction	7
XI	Method of Compensation	8
XII	Prior Experience Credit	8
XIII	Dispensing of Medication	8
XIV	Part-Time Aides	9
XV	Association Business	9
XVI	Work Stoppage	9
XVII	Right of Board of Education	9
XVII	Duration of Agreement	9
	Salary Schedule	11
	Anniversary Dates	12



## AGREEMENT

THIS AGREEMENT entered into by and between the Bellmore-Merrick Central High School District (herein called the "District") and the Bellmore-Merrick Paraprofessional Association (herein called the "Association"). The term of this Agreement shall be three years, July 1, 2008 to June 30, 2011.

### ARTICLE I - RECOGNITION

Section 1. The Board hereby recognizes the Association as the sole and exclusive representative for all personnel in Unit V, comprising all full-time and part-time teacher aides, hereafter referred to as paraprofessionals.

Section 2. A Labor-Management Committee shall be formed to discuss current problems. The committee shall meet at the request of either party but such meetings shall not be used for the purpose of negotiating any changes or additions to this Agreement.

### ARTICLE II - WORKING CONDITIONS

Section 1. Members of the unit will work all days that classes are in session. In addition, members of the unit will be required to work on days when teaching staff is present and students are not.

Section 2. The work week for members of the unit shall consist of a maximum of 6.5 hours per day and a maximum of 33.5 hours per week exclusive of the duty free lunch period. Members of the unit shall be entitled to a 15-minute break in the morning and a 15-minute break in the afternoon. At the discretion of the building principal and with the approval of Central Administration, a unit member may be permitted to combine the morning and afternoon break into one 30-minute break. Members of the unit will be dismissed at the same time as teachers on Fridays and before holidays.

Section 3. Effective July 1, 2005, unit members will be required, with advance notice, to participate in up to five (5) hours of professional development activities per school year, as determined by the administration.

Section 4. Members of the unit may be assigned to resource rooms, special education classes and computer programs and under the supervision of building administration and/or

classroom teacher are responsible for assisting the administration/classroom teacher in general activities such as, but not limited to, working with individual or small groups of students on teacher-directed activities, maintain student attendance and instructional records, assist in the preparation of audio-visual and other teacher-related material, and other related responsibilities, such as homeroom coverage, nurse's office, or the library, as determined by the building principal. Members of the unit are not to engage in any direct instructional activity. Effective July 1, 2005, all paraprofessionals assigned to a school may be required to cover for any absent paraprofessional at the direction of the building principal.

Section 5. Compensatory time will be granted to members of the unit for attendance beyond scheduled hours if required by the building administration. The first one and one-half hours of time worked beyond the scheduled hours will be granted at straight time. Time worked in excess of eight (8) hours in a given day will be granted at time and one-half. Employees shall have the option to take either payment or time in the school year in which the time is earned.

### ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Definition: Any dispute concerning the interpretation or application of this Agreement may be raised as a "grievance" by either party to this agreement.

Section 2. General Principles:

(a) It shall be the policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.

(b) The failure of an aggrieved party to raise a grievance in the prescribed time period, or to proceed to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

(c) Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the other party and having the grievance adjusted without imposition of the formal procedure, provided such adjustment is not inconsistent with the terms of this agreement.

(d) For purposes of the grievance procedure, the word "days", unless otherwise indicated, shall refer to days when school is in session.

Section 3. Steps in the Grievance Procedure:

(a) All grievances must be reduced to writing and submitted to the employer's administrator (or to the employee if the grievance is raised by the Board), within ten (10) days after the event giving rise to the grievance. A written answer to the grievance must be rendered within five (5) days.

(b) If not settled, the grievance may, within ten (10) days, be submitted to the Assistant Superintendent. An answer to the grievance must be rendered within five (5) days.

(c) If not settled, the grievance may, within ten (10) days, be submitted to the Superintendent of Schools. A meeting on the grievance shall be held within five (5) days, and a written decision on the grievance rendered within five (5) days thereafter.

(d) If not settled, the grievance may, within ten (10) days, thereafter be submitted to advisory arbitration before an arbitrator selected according to the procedures of the American Arbitration Association.

(e) The arbitrator so selected will hear the matter promptly and will issue a decision no later than thirty (30) calendar days from the date of the close of hearings, or if oral arguments have been waived, then from the date the final statements and proofs are submitted to said arbitrator. The arbitrator's decision will be in writing and will set forth finding of fact, reasoning and conclusions on the issues submitted.

(f) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(g) The decision of the arbitrator shall be advisory in nature.

(h) Within thirty (30) days of receipt of the advisory decision of an arbitrator, the Superintendent shall communicate, in writing, a final decision concerning the grievance. The Superintendent will state in the reply the basis for the decision.

(i) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

(j) The employee raising the grievance shall be present at all steps in the grievance procedure including arbitration. In a group grievance, a representative of the group of employees raising the grievance shall be present at all steps of the grievance procedure including arbitration.



ARTICLE IV - LEAVE ALLOWANCE

Section 1. Sick Leave: All full-time members shall be entitled to ten sick days per year. Effective July 1, 2008 these days shall increase to eleven (11) sick days annually after five (5) years of service and to twelve (12) sick days annually after ten (10) years of service as a full-time paraprofessional. These days shall be cumulative to 60 days. Effective July 1, 2006, these days shall be cumulative to 65 days. Effective July 1, 2008 these days shall be cumulative to 70. Employees hired on or after September 1, 1989 will accrue sick days during their first year of employment at the rate of one day per month to a total of 10 days.

Section 2. Personal Leave: All members of the unit shall be entitled to two (2) days paid leave from their current sick leave allowance for personal obligations which cannot be met at times other than during the school day. The following are approvable as absences:

- (a) Legal matters including house closings, income tax hearing, adoption proceedings, court appearances and the like;
- (b) Family graduations;
- (c) Moving;
- (d) Receiving a degree or taking a comprehensive exam for an advanced degree;
- (e) Religious ceremonies involving a member of the immediate family;
- (f) Taking to, bringing home from the hospital, a member of the immediate family;
- (g) attending the funeral service of a relative not otherwise identified in Section 3 of the contract.

Requests for personal business days should be made in writing to the building principal at least two (2) working days in advance. In filing the request, members of the unit are required to state the reason for the request consistent with the reasons stated above. Prior notice may be waived in case of an emergency.

Section 3. Other Paid Leaves: All members of the unit shall be entitled to utilize out of their current sick leave allowance three (3) paid leave days for the serious illness of the employee's spouse, parent, child, brother, sister, brother-in-law, sister-in-law, grandparent, mother-in-law, father-in-law, or other person normally living in the household or one day for the observance of a religious holiday.

In the event of the death of a unit member's spouse, parent, child, brother, sister, brother-in-law, sister-in-law, grandparent, mother-in-law, father-in-law, or other person normally living in the household, the unit member shall be entitled to three bereavement days out of their current sick leave allowance. If a second family death occurs during the same school year a unit member may use three additional bereavement days from their sick leave allowance.

Section 4. Jury Duty: Unit members shall be granted time off with pay to serve on a jury, and shall pay back to the District any jury pay received from such service.

Section 5. Non-Paid Leaves of Absence:

(a) Upon 45 days prior written notice members of the unit will be granted a leave of absence without pay for the purpose of child care immediately subsequent to the birth or adoption of a baby. This leave of absence will be for the remainder of the current school year, to a maximum of one year.

(b) Upon written request, members of the unit will be granted a leave of absence without pay for health purposes. This leave of absence will be for the remainder of the current school year to a maximum of one year.

#### ARTICLE V - EMPLOYEE PROTECTION

Section 1.

(a) All employees in the unit shall be afforded job protection as required by law.

(b) If layoffs or transfers become necessary, members of the unit with the least seniority within classification in the District shall be laid off or transferred. However, in the event of a layoff situation, transfer(s) may be made, contrary to seniority, based upon an effort to minimize the impact of the layoff(s). For purposes of this agreement, each member will be placed in one of two classifications, that is, special education or academic resource.

(c) Before hiring any new employees, positions shall be offered to employees who have been laid off on a seniority basis, within classification.

Section 2. Members of the unit shall be entitled, if they so desire, to have a representative of the Association present when they are being reprimanded, warned or disciplined for any alleged infraction of the rules and only if this action results in a reprimand being placed in the employee's folder.

Section 3. Prior to termination for cause, members of the unit have the right to meet with the Superintendent, or his designee, before a final determination is made.

ARTICLE VI - POSTING OF POSITIONS

All vacant positions shall be posted in each of the schools within the District and a copy of the posting will be sent to the president of the unit. Members of the unit will have five days to respond.

ARTICLE VII - ON-THE-JOB INJURIES

Section 1.

- (a) The Board agrees to provide Workers' Compensation for employees as required by law.
- (b) Employees shall notify their immediate supervisor, in writing, within five (5) school days of the accident and/or injury on the job.

ARTICLE VIII - INSURANCE BENEFITS

Section 1. Effective January 1, 2000, members of the unit may participate in the Empire health insurance program, and the District will contribute the required State minimums or the HIP HMO plan. New enrollees must wait three months from the request for coverage before coverage is effective. Unit members enrolled in the Empire health insurance program or the HIP HMO plan will be eligible to continue coverage into retirement pursuant to the applicable regulations of the insurance program and the District will contribute the required State minimums for the Empire or the HIP HMO plan.

Section 2. Health Insurance Exclusion - If the spouse of any member of the unit has comparable coverage, the member is excluded from participating in Empire.

Section 3. Members of the unit may join the credit union and a tax sheltered annuity program offered through the District. As may be authorized by the employee, payment for the above shall be made through the regular payroll deduction procedure.

Section 4. The district will provide disability insurance for employees, which insurance plan shall provide payment of benefits equal to 50% of the employee's basic monthly salary to a maximum of \$1500 per month. The District shall not be required to pay premiums of more the \$6.90 per employee per month.

Section 5. Effective January 1, 2009, the district will provide \$20,000 in term life insurance for each full-time member of the Unit.

#### ARTICLE IX - PERSONNEL FILE

Section 1. Upon reasonable request by the employee, said employee shall be permitted to examine his/her personnel file.

Section 2. No material derogatory to the employee's conduct, service or character shall be placed in the file unless the employee has had an opportunity to read the material and has been given a copy of the material. The employee shall acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed was read and does not necessarily indicate agreement with its content. The employee shall have a right to attach a comment to the file copy.

#### ARTICLE X - DUES DEDUCTION

Section 1. The Board agrees to deduct from the salaries of its employees dues for the Association as said employees individually and voluntarily authorize the Board to deduct, and to transmit such monies to the Association, or to the Teachers Association if requested. Employee authorization shall be in writing and in a manner consistent with Section 9 3B of the Municipal Law and Chapter 392 of the Laws of 1967.

Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. The Association shall forward to the fiscal or disbursing officer of the District a list of non-members and the sum of money to be deducted from each member's paycheck for the agency shop fee. Said amount shall be deducted from each member's paycheck in a manner equivalent to the manner in which dues deductions are made for members of the Association, insofar as possible. The fiscal or disbursing officer shall forward said total amount of agency shop fee deducted to the Association.

Indemnity: 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 contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

Participation in Legal Action: The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the Teachers Association and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

Section 2. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted within one (1) month to the Treasurer of the Association, or to his/her designee.

Section 3. The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association or his/her designee.

Section 4. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association.

#### ARTICLE XI - METHOD OF COMPENSATION

Members of the unit may receive their total salary in equal amounts on each pay date or 1/26 of their salary on each pay date with the remainder of their salary to be included in their last regular pay check.

#### ARTICLE XII - PRIOR EXPERIENCE CREDIT

All employees new to the District may be granted credit for prior related work experience as the Board may decide.

#### ARTICLE XIII - DISPENSING OF MEDICATION

No member of the unit shall be required to dispense, administer or supervise the taking of prescription medication by a student or to perform any major medical procedures (examples - tube feeding, catheterization, colostomy, etc.) other than emergency first aid or CPR.

ARTICLE XIV - PART-TIME AIDES

Salary for part-time aides will be \$11.71/hour for 2008-09, \$12.06/hour for 2009-10, \$12.45/hour for 2010-11. Part-time aides are not entitled to benefits. Effective July 1, 2008 part-time aides will be entitled to one paid holiday per year (New Year's Day) after one year of service in the district.

ARTICLE XV - ASSOCIATION BUSINESS

A total of four working days paid leave per year for the entire unit covered by this agreement will be provided for officials of the Association to attend official Association meetings, seminars, workshops and similar functions.

ARTICLE XVI - WORK STOPPAGE

The Association and its members agree that they will not, under any circumstance, call, instigate or participate in any strike, walkout, mass resignation, slowdown, or any other tactic constituting a complete or partial work stoppage or denial of services. In addition, any damages sustained by virtue of any work stoppage instigated or participated in by the Association shall be paid by the Association to the District. Any employee violating this provision shall be subject to summary dismissal or other disciplinary action without recourse to the grievance procedure established in this Agreement.

ARTICLE XVII - RIGHT OF BOARD OF EDUCATION

Except as otherwise specifically set forth in this Agreement, the Board of Education and its designated officials shall be solely responsible for the operation and control of the school system and its personnel, including (but not limited to) the right to hire and assign personnel, the establishment of policy, the supervision of personnel and the establishment of budgetary, taxing and other financial policies.

ARTICLE XVIII - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2008 and shall be continued in effect until June 30, 2011 without change or modification, and will be applied to only those paraprofessionals who are currently employed or shall be employed during the life of this Agreement.

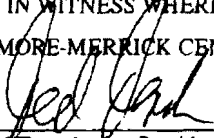
UNIT V SALARY SCHEDULE\*

<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$17.744	\$18.587	\$19.191
2	\$18.045	\$18.925	\$19.540
3	\$18.374	\$19.298	\$19.925
4	\$18.736	\$19.578	\$20.215
5	\$19.008	\$19.771	\$20.413
6	\$19.195	\$20.244	\$20.902
7	\$19.654	\$22.040	\$22.757
8	\$21.398	\$24.159	\$24.945
9	\$23.456	\$25.883	\$26.724

Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this Agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counter-proposals. It is, accordingly, agreed that during the terms of this Agreement, neither party shall be bound to negotiate any addition to, change or modification of this Agreement

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT

BY:  DATE 12/3/08  
Ted Tanenbaum, President  
Board of Education

BELLMORE-MERRICK PARAPROFESSIONAL ASSOCIATION

BY:  DATE 12/3/08  
Antoinette Marciari, President

portion of the stipend upon recommendation by the building principal after a 3-month probationary period in the assignment.

Specialized skills paraprofessional (e.g. Braille) will receive a stipend of \$2,283 above his/her annual salary in 2008-09, \$2,351 above his/her annual salary in 2009-10; and \$2,427 above his/her annual salary in 2010-11.

#### ANNIVERSARY DATES

Members of the Unit shall have September 1 or February 1 as their anniversary date:

- September 1 if the first date of full-time employment is on or before November 15;

February 1 if the first date of full-time employment is after November 15, but