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Union: **West Islip Paraprofessional Chapter of WITA**

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GEN/6491

West Islip Public Schools

West Islip, L.I., New York 11795

AGREEMENT

FROM JULY 1, 2002 TO JUNE 30, 2006

BETWEEN

West Islip Union Free School District

AND

*THE WEST ISLIP
PARAPROFESSIONAL CHAPTER of WITA*

RECEIVED

DEC 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

36-Teaching Assistants

82-Full-Time Aides

32-Part-Time Aides

150

BOARD OF EDUCATION
West Islip Union Free School District
Town of Islip, Suffolk County
West Islip, Long Island, New York

Susan Lipman, *President*
Kevin Micucci, *Vice President*
Barbara McAteer
Thomas Pastore
Sharon Bieselin
Gordon Hodgson
George Smith
Carolyn Cross, *District Clerk*
June Mellon, *Treasurer*

Superintendent of Schools
Dr. Beth Blau

**Negotiators for the
Board of Education**
Thomas Volz, Esq.
Joan Niles

**Negotiators for the
West Islip Paraprofessional Chapter of WITA**
Mary Ann Burrows, *President*
Ann Marie McGuire
Patricia Butler
John Clahane, NYSUT
Louis Zocchia, *WITA President*

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AGREEMENT made and entered into this sixteenth day of October, 2002, by and between the WEST ISLIP U.F.S.D., (hereinafter referred to as the "District") and the WEST ISLIP PARAPROFESSIONAL CHAPTER of WITA (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

The District, having determined that the Association is supported by a majority of the members of the unit, hereby recognizes the Association as the sole and exclusive bargaining representative for a unit composed of cafeteria, primary, intermediate, health, playground, reading, library, computer, special education, gifted and talented, bus, MST, security, global communications lab and kindergarten paraprofessional and such other positions as the parties agree on in the unit, and excluding all other employees of the District.

ARTICLE II DISTRICT'S RIGHTS

The District retains all rights and prerogatives not specifically relinquished by the provisions of this agreement.

In addition, the District shall have the right to adopt any rules and/or regulations and/or policies regarding any terms and conditions of employment or other matters provided those rules or regulations do not conflict with specific provisions of this agreement. The parties specifically waive the right to demand negotiations of any topic or term and condition of employment not covered in this agreement, whether raised during these negotiations or not, for the duration of this agreement.

It is specifically understood that the Association's waiver herein with respect to future negotiations during the life of this agreement is given so as to permit the District to make any rules and/or regulations and/or policies regarding "terms and conditions of employment" during the life of this agreement that do not conflict with a specific provision of this agreement.

ARTICLE III SALARIES

A. During the life of this agreement, Paraprofessionals shall be paid according to the salary schedule attached hereto as Appendix "A".

Effective July 1, 2002, increase the salary schedule by three and three quarters (3.75) percent.

Effective July 1, 2003, increase the salary schedule by three and three quarters (3.75) percent.

Effective July 1, 2004, increase the salary schedule by four (4) percent.

Effective July 1, 2005, increase the salary schedule by four (4) percent.

B. Salaries are to be paid on a bi-weekly basis.

C. The District shall be permitted, in its discretion, to set the initial salary of any newly hired paraprofessional at any step on the then current salary schedule, up to and including step three.

D. Paraprofessionals required to travel between buildings as part of their regular work assignment will be compensated for mileage at the Internal Revenue Service rate.

ARTICLE IV WORK DAY/WORK YEAR

A. Paraprofessionals will be given their tentative work schedule prior to the end of the school year if practicable. Such schedule will be subject to change upon reasonable notice to the Paraprofessional involved.

B. Christmas Day and New Year's Day shall be paid holidays for District paraprofessionals.

C. The hours of full-time paraprofessionals shall be a minimum of five and three quarter (5 3/4) hours plus a one-half (1/2) hour unpaid lunch.

D. Paraprofessionals shall attend all Superintendent's Conference Days per year with pay should such conference days be conducted by the District. On such Superintendent's Conference Days, paraprofessionals shall attend and be compensated for the entire day irrespective of each paraprofessional's regular shift. Paraprofessionals' work year shall conform to the teachers' work year.

Hours worked beyond a Paraprofessional's regularly scheduled hours up to and including forty (40) hours in a workweek shall be compensated at the Paraprofessional's normal hourly rate.

Hours worked in excess of forty (40) in a workweek shall be compensated at time and one-half (1 1/2) the normal hourly rate.

ARTICLE V DUES DEDUCTIONS

A. The District agrees to deduct from the salaries of its employees dues for the West Islip Paraprofessional Chapter of WITA, the state and national organizations or any one or any combination of such organizations as said Paraprofessionals individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the Association. Authorizations shall be in writing in the form agreed upon.

B. Any association which shall change the rate of its membership dues shall give the District thirty (30) days written notice prior to the effective date of such change.

C. Deductions shall be made in the following manner: The total annual membership dues for the designated professional associations shall be deducted in ten (10) equal installments beginning with the last paycheck in September of each year. No later than one (1) week prior to that date, the Association shall (1) provide the District with a list of those employees who have voluntarily authorized the District to deduct dues for the designated associations, together with the original signed authorizations, and (2) forward to the respective associations a list of the members who have elected payroll deduction for such association dues.

D. The District shall, within not more than five (5) business days following each pay period from which a dues deduction is made, transmit the amounts so deducted to each organization for which deductions have been made. The final transmittal of such deductions shall be accompanied by a listing of members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

E. An employee may withdraw his/her authorization at any time by written notice received by the District at least two (2) weeks prior to the effective pay date.

ARTICLE VI SCHOOL CLOSING

If Paraprofessionals are not notified prior to their arrival at school, one (1) hour of compensation will be given. For closings associated with weather conditions, notice shall be deemed to exist if the District provides timely notification to the appropriate radio stations. A list of the designated stations shall be provided to the Association.

If school should be forced to close during the day when a Paraprofessional is working, the Paraprofessional will be compensated for the full school day.

Paraprofessionals shall be paid for two (2) days during the school year in the event that schools are closed and classes cancelled because of snow.

In the event of a delayed opening due to snow, a portion of one (1) paid snow day shall be paid to paraprofessionals otherwise scheduled to work during the delay in an amount equal to that portion of employee's work time which has been effected by the delay. Up to one (1) paid snow day shall be applied for such purpose, thus reducing the paid time available to such employees in the event of a subsequent school closing due to snow.

ARTICLE VII NOTIFICATION OF JOB/VACANCIES/ EXCESSING AND RECALL

All Paraprofessionals shall give two (2) weeks written notice of leaving their employment. Provided such notice is given, the District shall post in each school building vacancies for all existing and newly created positions in the bargaining unit and provide a copy of such posting to the Unit President.

Members of the bargaining unit who are interested in cafeteria Paraprofessional positions within the unit, requiring additional hours, shall submit a letter of request for such positions by July 1, on an annual basis.

Excessing of positions will be based upon seniority as a paraprofessional in West Islip. Separate seniority lists shall be maintained for full time and part-time paraprofessionals. A paraprofessional who has been excessed shall be placed upon a preferred eligible list for a period of three (3) years for recall based upon his/her previous seniority as a paraprofessional in West Islip.

In the event of any involuntary transfers, the District shall consider any preferences expressed by individual paraprofessionals prior to implementing such transfer. The District's determination as to involuntary transfers shall, however, be final and not subject to grievance or other challenge.

ARTICLE VIII NEGOTIATION PROCEDURES

Negotiations for a successor agreement shall commence no later than February 1st of the year the contract expires.

ARTICLE IX LEAVES OF ABSENCE

A. UNPAID LEAVE

After five (5) years of continuous service in the District, Paraprofessionals may request a one (1) year unpaid leave of absence.

The commencement and termination of such leave shall coincide with the school year. The decision of the District shall not be arbitrary or capricious.

B. SICK LEAVE

Paraprofessionals will be required to call the school to which they are assigned forty-five (45) minutes prior to the building start time on days they are ill, except when, due to emergency circumstances, such call is not possible.

In the event the above is complied with, Paraprofessionals are eligible for two (2) paid sick days after six (6) months of employment and during their second through fourth years of employment, and six (6) paid sick days each year thereafter, all of which are non-cumulative, except as provided in paragraph three.

Commencing at the end of the fifth year of employment, sick days shall be accumulated to a maximum of twenty (20) days.

Nothing contained herein shall be construed to restrict the District from adopting and enforcing regulations governing the regulations and use of sick leave.

After three (3) years of service in the District, any employee suffering a catastrophic illness may apply for up to five (5) additional paid sick days. Application shall be made to the Superintendent by submission of a physician's statement setting forth the nature and expected duration of the illness.

C. PERSONAL LEAVE

Members of the unit shall be entitled to one (1) day of personal leave per year provided a prior approval form is submitted on the forms utilized by the District. One additional day of personal leave per year may be granted to each member of the unit at the Superintendent's discretion.

D. FUNERAL LEAVE

Members of the unit shall be entitled to two (2) days of funeral leave to attend the services for a deceased brother, sister, spouse, parent and/or child or a close relative who has been residing with the bargaining unit member.

E. JURY DUTY LEAVE

Jury duty attendance will not result in payroll deductions or deductions from sick leave. Paraprofessionals shall reimburse the District all jury duty fees except that if jury duty fees are greater than each day's pay, such fees shall be retained by the Paraprofessional and each day's pay shall be retained by the District. Mileage reimbursement shall be retained by the Paraprofessional.

F. FAMILY ILLNESS LEAVE

When absence is necessary due to illness of any member of the immediate family, a paraprofessional having accumulated unused sick days may be permitted a total of two (2) days absence with pay per year, but such days will be deducted from accumulated unused sick days. For purposes of the provision, "immediate family" shall include wife, husband, son, daughter, parent, brother or sister.

ARTICLE X GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall be defined as an alleged violation of a specific provision of this agreement.
2. The "grievant" shall be the Paraprofessional alleging a violation of the agreement.
3. "Days" as used herein, shall mean school days.
4. "Superintendent" shall mean the Superintendent of Schools, or his/her designee.

B. GENERAL PROVISIONS

1. All grievances must be presented in writing on the form attached hereto within ten (10) days of the event(s) giving rise to the grievance or within ten (10) days of the time the Paraprofessional could have reasonably known of the events giving rise to the grievance. This time limitation shall be deemed as a condition precedent to the processing of any grievance, and any grievance not filed or processed on a timely basis shall be deemed barred and waived and outside the jurisdiction of this procedure.
2. Grievances shall be discussed and processed during non-working hours.
3. A grievant shall be entitled to be represented by the Association at any level of the grievance procedure.
4. This procedure shall be the exclusive remedy for disputes arising under this contract. No other recourse shall be had to any court or administrative agency for disputes involving the interpretation or application of the provisions of this agreement.
5. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure, within the time which would have been allotted had the decision been communicated on the final day.
6. Failure at any stage of this procedure to exercise an appeal to the next stage within the specified time limits shall be deemed a waiver of the grievance.
7. The time limits contained herein may be extended upon the written agreement of both sides.
8. Nothing contained herein shall preclude informal discussions of grievances with the principal or immediate supervisor prior to the submission of a written grievance.

Level One

The grievant shall file a grievance, in writing on the attached form (Appendix "B"), with the principal or immediate supervisor within ten (10) days of the events giving rise to the grievance.

The principal or immediate supervisor shall issue their written determination within ten (10) days of receipt of the written grievance.

Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may proceed to Level Two, to the Superintendent of Schools, or his/her designee, provided the written appeal is processed within five (5) days of receipt of the determination at Level One.

The Superintendent will meet with the grievant within seven (7) days of receipt of the grievance in an effort to resolve the matter at that level.

The Superintendent shall issue a determination within seven (7) days following the meeting referred to above.

Level Three

If the Grievant and the Association are not satisfied with the resolution of the grievance at the preceding level, they may file a request for arbitration pursuant to the voluntary Arbitration procedures of the Public Employment Relations Board. The request for arbitration shall be filed within seven (7) days of receipt of the Superintendent's decision. The Arbitrator's decision shall be advisory only. The Board shall advise the Association of its position on the Arbitrator's decision within ten (10) days of receipt of the decision. The cost of the Arbitrator shall be shared by the parties.

ARTICLE XI PERSONNEL FILE

Paraprofessionals will have the right, upon request, to review the contents of their personnel file and to make copies of any document in it at their own expense, not to exceed ten (\$.10) cents per page.

**ARTICLE XII HEALTH ROOM
PARAPROFESSIONALS LUNCH**

A Health Room Paraprofessional whose one-half hour lunch break is substantially interrupted by an emergency situation shall receive compensatory time, if possible, or, alternatively, compensation for time lost up to one-half hour at the employee's rate of pay.

ARTICLE XIII TRAINING

Any course that the District requires a unit member to take, beyond their normal working hours, shall require payment from the District for the unit member's time for attending said course at the unit member's regular rate of pay.

All District in-service courses related to a unit position shall be open to unit members. Notification of said courses shall be posted in all schools.

The District agrees to consult with Unit representatives regarding the need for training of paraprofessionals assigned to work with severely physically handicapped or health impaired students. The District shall determine, in its sole discretion, whether to implement such training and such determination shall not be subject to grievance or other challenge.

ARTICLE XIV 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 XV IRC SECTION 125 FLEXIBLE BENEFIT PLAN

Members of the unit shall be permitted to participate in the District's IRC Section 125 Flexible Benefit Plan in accordance with applicable law.

ARTICLE XVI DURATION

This agreement shall be effective as of July 1, 2002 through June 30, 2006.

**West Islip Union Free
School District**

Date: 6/12/03

By: *Beth Virginia Shaw*

**West Islip Board
Of Education**

Date: 6/12/03

By: *Susan Lyman*

**West Islip Paraprofessional
Chapter of WITA**

Date: 6/12/03

By: *MaryAnn Burrows*

APPENDIX "A"

SALARY SCHEDULES

STEPS*	2002-03	2003-04	2004-05	2005-06
1	\$11.97	\$12.42	\$12.92	\$13.44
2	\$12.26	\$12.72	\$13.23	\$13.76
3	\$12.38	\$12.84	\$13.35	\$13.88
4	\$12.55	\$13.02	\$13.54	\$14.08
5	\$12.84	\$13.32	\$13.85	\$14.40
6	\$13.02	\$13.51	\$14.05	\$14.61
7	\$13.31	\$13.81	\$14.36	\$14.93
8	\$13.72	\$14.23	\$14.80	\$15.39

Step advancement for employees on the schedule hired on or after July 1 shall be made in the following September if the employee was employed prior to February 1st. Employees hired on or after February 1st shall not be advanced until the second school year following their date of employment. Step placement is not necessarily related to years of service.

Any substitute Paraprofessional who becomes a permanent Paraprofessional and reaches a combined total of one hundred eighty (180) days worked by January 31, shall be placed on Step 2.

After completing the tenth year of employment, and annually thereafter each year through and including completion of the fourteenth year of employment, paraprofessionals shall be paid a \$150 longevity payment payable with the first paycheck in December.

After completing the fifteenth year of employment, and annually thereafter each year through and including completion of the nineteenth year of employment, paraprofessionals shall be paid a \$325 longevity payment with the first paycheck in December.

After completing the twentieth year of employment, and annually thereafter each year, paraprofessionals shall be paid \$550 longevity payment payable with the first paycheck in December.

APPENDIX "B"

GRIEVANCE FORM

DATE: _____
GRIEVANTS NAME: _____
POSITION: _____
SCHOOL: _____
CONTRACTUAL PROVISION VIOLATED: Article _____ Section _____

DATE OF VIOLATION: _____

NATURE OF GRIEVANCE: _____

REMEDY: _____

LEVEL I RESPONSE: _____

LEVEL II RESPONSE: _____

Signature

