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# **AGREEMENT**

**-between-**

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

**-and-**

**UNITED PUBLIC SERVICE EMPLOYEES UNION  
(PARAPROFESSIONAL UNIT)**

**\*\*\***

**2013-2017**

7/1/13 - 6/30/17

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AGREEMENT made this 22<sup>nd</sup> day of October, 2014, by and between the BOARD OF EDUCATION OF THE 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 hour 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. 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 School Federated Employees Teachers Unit. Effective July 1, 2011, for all eligible unit members hired before May 22, 2007, the rate of contribution for the individual and family health insurance premiums shall be 17%. The rate of contribution for all unit members hired before May 22, 2007 shall increase to 18%, effective July 1, 2014, 19%, effective July 1, 2015, and 20%, effective July 1, 2016. For eligible unit members hired on or after May 22, 2007, the rate of contribution for the individual and family health insurance premiums shall be 20%.

B. Employees hired after September 1, 1993, shall not be eligible for the benefits sets 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 hour 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, shall be eligible for continued individual and family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan and 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, shall be eligible for continued individual and family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan and 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 member 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 Schools 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**

##### **A. Sick Days**

1. At the beginning of each school year, unit members shall be entitled to ten paid sick leave days.

2. 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.

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

C. Effective July 1, 2000, unit members shall be eligible for two (2) 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 mother, father, spouse, child, sister, brother, or children living outside the household of a 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.

D. The unit member shall provide advanced notification to the District of jury duty, and proof of attendance.

E. A unit member shall be entitled to up to a maximum of three (3) days of paid bereavement leave in the event of a death in the unit member's immediate family. Effective July 1, 2014, a unit member shall be entitled to up to a maximum of five (5) 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. The Superintendent or his designee has the right to request that the unit member provide proof of death for entitlement to the leave.

F. 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. Effective July

1, 2014, unit members shall receive their regular salary for up to two (2) days a year when school is closed because of inclement weather. 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 member 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 scheduled 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.

## **ARTICLE XIII. SUPERINTENDENT'S CONFERENCE DAY**

Effective July 1, 2011, the work year for teacher aides shall include two (2) Superintendent's conference days to a maximum of four (4) each year at the discretion of the District. Unit members are required to attend these conferences. All unit members who attend shall be paid their day's pay.

Effective July 1, 2014, the work year for school monitors shall include the first Superintendent's conference day of the school year. All unit members who attend shall be paid their day's pay.

## **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. CHAPERONING/PROCTORING**

Unit members shall receive Chaperone rate of pay when requested by the District to chaperone an activity, *i.e.*, overnight trips, school concerts, dances and plays.

**ARTICLE XVI. ILLEGALITY**

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to the 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 XVII. TAYLOR LAW NOTICE**

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

**ARTICLE XVIII. DURATION OF THIS AGREEMENT**


This Agreement shall be effective July 1, 2013, and shall remain in full force and effect to and including June 30, 2017, 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, 2017, or any subsequent January 15<sup>th</sup>, 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 written above.

BOARD OF EDUCATION OF THE  
NORTH SHORE CENTRAL SCHOOL  
DISTRICT

UNITED PUBLIC SERVICE  
EMPLOYEES UNION

By: 

By:   
KEVIN ERAZU  
PRESIDENT