

AGREEMENT

-between-

BOARD OF EDUCATION OF THE
NORTH SHORE CENTRAL SCHOOL DISTRICT

-and-

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 237,
LONG ISLAND DIVISION, AFL-CIO
(PARAPROFESSIONAL UNIT)

July 1, 2021 – June 30, 2024

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AGREEMENT made this 13TH day of October, 2022, by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 237, LONG ISLAND DIVISION, AFL-CIO (Paraprofessional Unit) (hereinafter referred to as the "Union").

ARTICLE I. RECOGNITION

A. The District hereby recognizes the Union as the exclusive representative of all paraprofessionals, including monitors and teacher aides who work fifteen or more hours per week, excluding all other employees¹ 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.

C. At the written request of a bargaining unit member, the District shall deduct from, and remit to the Union, the then in effect dues rate established by the Union. Such dues authorization shall remain in effect for the term of the bargaining unit member's employment unless revoked, in writing, in accordance with the then in effect procedures for revocation of dues authorization.

ARTICLE II. WAGES & WORKING CONDITIONS

A. Wages. All members of the bargaining unit shall be paid in accordance with the wage schedule annexed hereto as Appendix A.

¹ Substitute monitors and substitute aides are excluded from the unit. For purposes of this agreement, a "substitute" shall be defined as non-bargaining unit member replacement employees who are filling in for an absent employee assigned to a particular shift.

B. Longevity Payments. Effective July 1, 2022, employees who have completed ten (10) years of continuous service in the unit shall be entitled to a longevity payment of six hundred dollars (\$600.00). Employees who have completed thirteen (13) years of continuous service in the unit shall be entitled to a longevity payment of one thousand one hundred dollars (\$1,100.00). Longevity payments are added to base salary.

C. Offer of Work. Unit members shall be advised, in writing and no later than May 30th of each school year, whether the District intends to offer employment to a bargaining unit member for the following school year. The offer of employment shall include the proposed classification/title of work, anticipated hours of work, and the anticipated start date of the work.

D. 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.

E. Overtime. Employees shall earn overtime rate of pay (one and one-half times their normal hourly rate of pay) for all work performed in excess of thirty five (35) hours per week.

F. Evaluations. Employees shall receive their performance evaluation no later than June 1st of each school year. Employees shall be afforded the opportunity to provide comments to their evaluations before a final evaluation is placed in a bargaining unit member's file.

G. Substitute Work. Effective July 1, 2022, any unit member working as a Monitor who is asked to temporarily perform work that is exclusively within the civil service job description of Teacher Aide will be paid the current Substitute Aide rate of pay for such work, provided the Monitor

applies for and receives approval by the Board of Education to the title of Substitute Teacher Aide. The Substitute Aide rate of pay will be equivalent to the current hourly rate for Step 1 Teacher Aides.

ARTICLE III. INSURANCE

A. For bargaining unit employees working seventeen and one-half (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. The rate of contribution for the individual and family health insurance premiums shall be twenty percent (20%).

B. Employees shall not be eligible for the benefits set forth in paragraph "A" at any time they have medical coverage from any other source (e.g., spousal, dependent) that provides substantially equal coverage.

C. The District shall provide unit members with group life insurance in the total amount of twenty thousand dollars (\$20,000) for which the District shall pay the full premium.

D. Bargaining unit members with three (3) or more years of service and who work at least seventeen and one half (17.5) hours each week shall be eligible for enrollment in the New York State Disability Program. Participating employees shall contribute the maximum amount permitted by law.

E. Unit members with a minimum of twenty (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 seventy percent (70%) of the cost of the individual plan and fifty percent (50%) of the cost of the family plan.

F. Unit members with a minimum of fifteen (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 seventy percent (70%) of the cost of the individual plan and thirty-five (35%) of the cost of the family plan.

G. Effective January 1, 2023, eligible unit members may participate in a dental insurance program (individual or family coverage) sponsored by the District. The insurance provider will be selected by the unit, with the consent of the District. The District will have the right to negotiate for improved rates and/or terms of coverage with the dental insurance carrier. To be eligible for this benefit the unit member must:

1. Have six years of continuous service as an employee of the North Shore school district; and
2. Be regularly scheduled for 17.5 hours of work or more per week; and
3. Represent to the District in writing (subject to verification) that they are not eligible for dental insurance from any other source (e.g., spousal, dependent).

For each eligible unit member who elects dental insurance coverage, the District will contribute a fixed amount of \$778 annually to the cost of such program. The unit member will be responsible for contributing the remainder of the annual premium amount.

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, whose permission shall not be unreasonably withheld.

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

A. Current Unit Members shall have the option of joining the employees' retirement system (75i).

B. N.Y. Retirement and Social Security Law Section 41(J) - Upon approval by the New York State Employees' Retirement System, the parties agree to adopt Section 41(j) for the Employees Retirement System (ERS).

1. A unit member must accrue a minimum of fifty (50) sick leave days upon retirement, in order to be eligible for section 41(j).

2. Unit members will be able to accrue 215 sick leave days.

ARTICLE VI. EXAMINATIONS

Newly-hired unit members will be subject to a routine medical examination prior to their first day of employment to ensure physical fitness to work. Additionally, unit members are subject to medical examination pursuant to Education Law § 913 during the course of their employment, or to examination by an independent medical examiner for purposes of Workers' Comp or other claims against the District.

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:

(a) A grievance shall be presented by the aggrieved unit member to the Building Principal (or their designee), in writing, within ten (10) working days after the alleged grievance arises. Within five (5) 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.

(b) In the event such grievance is not resolved in writing or to the satisfaction of the grievant, the Union or its designee may present it, in writing, within ten (10) working days thereafter to the Assistant Superintendent for Business and Personnel.

(c) Within five (5) working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the Union and the grievant. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten (10) working days after such conference, the grievance shall be presented, in writing, within ten (10) 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 Union.

(d) In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within fifteen (15) 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.

ARTICLE VIII. PAID LEAVE

A. Sick Days

1. At the beginning of each school year, unit members shall be entitled to ten (10) paid sick leave days.

2. 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, sub-paragraph "1" shall apply.

3. Sick days may be accrued by bargaining unit members up to two hundred and fifteen (215) days.

4. Effective July 1, 2022, unit members may elect to either accrue all unused sick leave days from year to year, or to take cash reimbursement for all unused sick leave days at the conclusion of each school year. Cash reimbursement will be paid according to the unit member's regular average daily rate of pay during the school year for which the sick leave was provided. Once made, the election cannot be changed.

Unit members employed by the District on or before June 30, 2023 shall notify the district of their election in writing on or before that date. In the future, all newly-hired unit members shall inform the District in writing of their election on or before June 30 of their first year of employment within the unit.

B. The policy of paid sick leave in cases of short-term illness shall be subject to the District's discretion. If after use of three (3) or more consecutive sick leave days the member may be asked to submit medical verification or an employee affirmation attesting that the leave was for injury or personal illness.

C. i. Bargaining unit members shall be eligible for two (2) personal/family illness days per school year. These days may not be accumulated or carried over from school year to school year.

ii. 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.

iii. Family illness shall include care for a family member who is ill. The family shall be defined as mother, father, spouse, sister, brother, or children 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. With the approval of the Superintendent of Schools and/or his/her designee, a member may annually seek permission to use up to three (3) of the member's accrued and unused sick days for purposes of family illness. A member may be required to submit proof to the Superintendent and/or the designee. Approval of such use shall be in the sole discretion of the School District.

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

F. A bargaining 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, brother, sister, (or corresponding in-law), spouse, aunt, uncle, niece, nephew, child (including step children), grandparent, grandchild, or legal guardian. The Superintendent or his designee has the right to request that the unit member provide proof of death for entitlement to the leave.

G. If a unit member timely reports to work and there is an early school closing that shortens the unit member's scheduled shift time, the unit member will receive full pay for his/her scheduled shift hours that day, provided the day is credited by the State Education Department as a day towards completion of the school academic year.

In the event of a delayed school opening that shortens a unit member's scheduled shift time, the unit member will receive full pay for his/her scheduled shift time that day.

In the event that a school building is closed for an entire day due to inclement weather, or in the event the District pivots to virtual learning due to inclement weather, and a unit member is not called in to work on such day, the unit member shall receive full pay for all scheduled shift hours up to four (4) separate days in a single school year.

H. Paid Holiday. Unit members shall receive one paid holiday on Juneteenth, provided school is not in session for students on the observed holiday date.

ARTICLE IX. SUBCONTRACTING

The parties recognize the need for the District to have the flexibility to contract for services performed by unit members in order to provide state mandated services to children in the District. However, the District confirms that subcontracting shall not be performed with the intent to reduce hours worked by or the number of members of the bargaining unit. To the extent reasonably possible, the District shall use bargaining unit members for substitute or other bargaining unit work before subcontracting out such work.

ARTICLE X. WORKERS' COMPENSATION

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

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

ARTICLE XI. MANAGEMENT RIGHTS

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

ARTICLE XII. SUPERINTENDENT'S CONFERENCE DAY

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.

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 XIII. JOB POSTINGS AND INTERVIEWS

1. Notice of vacant positions within the bargaining unit will be posted in all schools. Postings will be promptly sent to the unit delegate, including over the summer months. Bargaining unit members shall have the opportunity to apply for open positions.

2. When openings in the bargaining unit 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 XIV. CHAPERONING/PROCTORING

Unit members shall receive the Chaperone rate of pay when requested by the District to chaperone an activity, i.e., overnight trips, school concerts, dances and plays. It is understood that the North Shore Teachers bargaining unit owns the work of Chaperoning/Proctoring. When a Chaperoning/Proctoring opportunity is available to members of the unit, the opportunity will be posted in the building where the opportunity exists, if practicable. In granting assignments, consideration will be given to members who work in the building where the event is taking place and/or where the students who are participating in the event attend school. In addition, consideration will be given to equity relative to the number of assignments the applicants had already received in said school year. Assignments will be made subject to District need and in its sole determination. The District's choice in assigning head chaperone shall not be subject to the above considerations.

ARTICLE XV. 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 XVI. TAYLOR LAW NOTICE


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

ARTICLE XVII. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2021, and shall remain in full force and effect to and including June 30, 2024, 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, 2024, or any subsequent January 15th, of its desire to make changes herein or to terminate this Agreement.

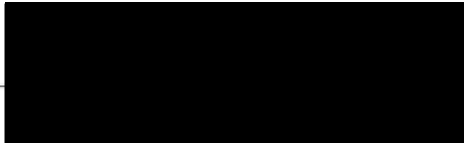
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first written above.

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

By: 

Dated: 10/13/22

**IBT LOCAL 237
(Paraprofessionals Unit)**

By: 

Dated: 10-12-22

Appendix A – Hourly Wage Rates - Paraprofessional

The Wage Schedule for Teacher Aides Shall Be:

	2021-22 2.0%	2022-23 2.0%	2023-24 2.0%
Step 1A (Employees hired on or after 10/07/02	\$21.90	\$22.34	\$22.78
Step 1B (Employees hired between 2/15/00 and 10/06/02)	\$24.36	\$24.84	\$25.34
Step 1C (Employees hired prior to 02/15/00)	\$25.29	\$25.79	\$26.31
Step 6	\$26.70	\$27.24	\$27.78
Step 12	\$27.11	\$27.65	\$28.21
Step 15	\$27.92	\$28.48	\$29.05

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

The wage schedule for monitors shall be as follows:

	2021-22 2.0%	2022-23 2.0%	2023-24 2.0%
Year 1	\$17.10	\$17.44	\$17.79
Year 3	\$17.56	\$17.92	\$18.27
Year 6	\$18.97	\$19.35	\$19.74
Step 9	\$20.49	\$20.90	\$21.32

Employees who have completed 10 years of continuous service in the unit shall be entitled to longevity payment of \$600.

Employees who have completed 13 years of continuous service in the unit shall be entitled to longevity payment of \$1,100.