



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **South Orangetown Central School District and South Orangetown Teaching Assistants Association (1996)**

Employer Name: **South Orangetown Central School District**

Union: **South Orangetown Teaching Assistants Association**

Local:

Effective Date: **07/01/96**

Expiration Date: **06/30/99**

PERB ID Number: **8339**

Unit Size: **67**

Number of Pages: **15**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8339_06301999

South Orangetown Csd And So
Orangetown Teaching Assts Assn

591
18313

SD
TAS

AGREEMENT MADE BY AND BETWEEN
SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT
AND
SOUTH ORANGETOWN TEACHING ASSISTANTS ASSOCIATION

JULY 1, 1996 - JUNE 30, 1999

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUN 21 1999

OFFICE OF THE CHAIR

PREAMBLE

This agreement is made and entered into as of the 1st day of July, 1996 by and between South Orangetown Central School District of the Towns of Orangetown/Clarkstown, New York, hereinafter referred to as the "District", and the South Orangetown Teaching Assistants Association, hereinafter referred to as the "Association."

Whereas the parties hereto recognize the duties and responsibilities imposed upon them by the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967) to negotiate in good faith with respect to wages, hours, and other terms and conditions of employment, and

Whereas both parties have negotiated in good faith and reached a mutual understanding,
NOW THEREFORE it is agreed as follows:

ARTICLE I RECOGNITION

The District recognized the South Orangetown Teaching Assistants Association as the sole and exclusive representative for the purpose of collective bargaining of all Teaching Assistants.

ARTICLE II ASSOCIATION RIGHTS

A. Association Days

1. Unit members may submit to the Superintendent requests to attend conferences, meetings, and workshops dealing with professional growth. Such requests are to be submitted in advance on the standard Conference Request Form indicating the approval of the Association president and are subject to the Superintendent's approval. If such requests are granted, unit members will be paid in accordance with the salary schedule in Appendix I.

2. Parties agree that negotiations and the processing of grievance shall be conducted after working hours. However, should it become necessary for unit members to become actively engaged

in negotiations or other labor relations matters with the District during working hours, the unit member shall not suffer any loss of pay or benefits, provided they have the Superintendent's approval.

B. Use of Buildings

The Association will have the right to use school buildings at reasonable times for meetings without cost, after obtaining written approval from the Superintendent in advance.

C. Exchange of Information

Both parties and/or the Superintendent shall furnish the negotiating team, upon reasonable request, available information pertinent to the issue(s) under consideration.

D. Openings, Promotions, and Transfers

The Superintendent shall send notices to all building representatives at least ten (10) days in advance of filling the positions regarding all employment openings which may be filled by members of this bargaining unit. In the event of an opening in some other area of employment, the District shall prefer members of this Association for such positions, regardless of present classification, according to seniority in the District. "Prefer" in this context shall mean that the District shall grant an interview by seniority to all unit members seeking the position. Seniority for the purposes of this section shall be the original date of employment with the South Orangetown Central School District as a unit member. In the event that this provision conflicts with a similar provision in any other labor contract negotiated by the District, such other labor contract provision shall prevail. The provisions of this paragraph shall apply to summer time and temporary positions in the District. Routine summer work shall be assigned to the most senior employee applying for the position. If the work requires special skills or training, the District shall have the right, after consultation with the unit president, to select anyone of its choice. A list of teaching assistants by date of employment will be drawn up by the District and a copy given to the Association by September 1.

E. Notice of Transfer

The immediate supervisor shall inform the unit member and the Association of any involuntary transfer at least two weeks in advance of said transfer. Unit member's notification shall be via personal conference. Following said conference, the unit member shall receive on request a written statement from his/her immediate supervisor containing the reason for such transfer.

F. Notice of Termination

The immediate supervisor shall inform any unit member and the Association covered under this Agreement of his/her termination of service in the District at least two (2) weeks in advance of such termination. The unit member may request and employer shall give reasons, in writing, for such termination within ten (10) days of receipt of notice of termination.

G. Notification of Available Benefits

Terms and conditions of employment and notification of available benefits shall be given to each new member by the District, in writing, at the time of commencement of employment.

H. Job Training

In addition to the college credits and experience required for certification under Part 80 of the Commissioner's Regulations, six additional college credits, subject to the approval of the Superintendent, over three years will be required for tenure.

The District will reimburse each unit member of the cost of the college course if the unit member passes the course and receives the appropriate credit. The unit members agree to additional training (i.e., workshops, staff development opportunities) required by and provided by the District at District cost and on District time each year.

I. Payroll Deduction

Upon presentation of the New York State United Teachers dues deduction authorization forms, signed by individual members of the bargaining unit, dues of such members of the Association, the New York State United Teachers and its affiliates shall be deducted in equal consecutive installments beginning with the first pay period in October and forwarded to the Association.

J. Seniority

A seniority list of unit members will be developed pursuant to Education Law Section 2510. The first tie-breaker will be total consecutive years with the District. The second tie-breaker will be the date of probationary appointment as a teaching assistant as found in the Board of Education minutes. The third tie-breaker will be the date of job application with the District for the position of Teaching Assistant.

For the development of the initial seniority list, the second tie-breaker will be the date of initial appointment to a position in the District; the third tie-breaker will be the date of job application with the District.

The District will make every effort to notify unit members of layoffs or reduction in the number of hours employed by May 1 of each school year. This provision is non-binding upon the District.

K. Evaluation

Evaluation is a responsibility of the administration only and will be a continuous process throughout each working year. A mutually agreed upon evaluation process for members of the unit will be developed and utilized to evaluate each member. There will be at minimum, a mid-year evaluation conference, and an end-of-year summary evaluation conference with the completion and

review of the evaluation indicating that it has been reviewed. Copy of the evaluation will be given to the unit member and the original placed in the personnel file.

L. Smoke Free Environment

Smoking is prohibited within the school buildings of South Orangetown, and it is prohibited on the school premises when school is in session or when there are student activities. The District shall make smoking cessation programs available for all employees who elect to participate in these district-sponsored programs.

**ARTICLE III
TERMS AND CONDITIONS OF EMPLOYMENT**

A. Wages

Unit members will receive compensation as set forth in Appendix I, annexed hereto, for the 1996/97, 1997/98, 1998/99 school years. All compensation is retroactive to July 1, 1996. Category movement will be based on satisfactory evaluations as defined in Article II.K, Evaluation. Any unsatisfactory evaluation will result in a hold on category movement and the unit member will receive only the annual increase. With satisfactory evaluation in subsequent year(s), the unit member will move to the next category. During the 1996-97 school year, salary will be increased by 3% above the 1995-96 school year. In the 1997-98 school year, salary will be increased by 3.50%. In the 1998-99 school year, salary will be increased by 3.75%.

B. Work Break

Any unit member employed for four (4) or more consecutive hours during the same day shall be entitled to a fifteen (15) minute "break" with pay. The time of the fifteen (15) minute "break" shall be mutually agreed upon between the unit member and his/her immediate supervisor.

C. Use of Personal Automobile for School Business

Unit members who use their own cars on approved official school business shall be reimbursed at the District's prevailing mileage rate.

D. Work Day/Work Year

For the 1996-97 and 1997-98 school years, the work year for members in this bargaining unit shall be 185 days. For the 1998-99 school year, the work year for members of this bargaining unit shall be 186 days. Attendance is required at one (1) faculty meeting per month, not to exceed one hour, if required by principal, in writing, within 24 hours notice. Attendance is required at one (1) evening meeting per school year.

E. Holidays

All unit members covered under this Agreement shall receive seven (7) paid holidays, for the 1996/97 school year. Any unit member with ten (10) years of employment served in the District shall receive eight (8) paid holidays during the 1997-98 school year. Any unit member with ten (10) years of employment service in the District shall receive nine (9) paid holidays during the 1998-99 school year.

F. Leaves

1. Bereavement Leave

A maximum of four (4) days will be available for each death in a member's immediate family - spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren or other person permanently residing in the member's household.

2. Personal Leave

- a. Effective 1996-97 school year, three (3) days per year will be allotted for personal leave with full pay.

- b. Notice of intention to use personal leave should be at least forth-eight (48) hours in advance except in emergencies. A unit member need only indicate which of the categories below necessitate the personal leave.

Personal leave may be used for:

- 1) Death in the family and/or attendance at funerals.
 - 2) Religious holidays.
 - 3) Attendance at graduation exercise of self, spouse, or children.
 - 4) Attendance in court.
 - 5) Closing of title or mortgage.
 - 6) Personal items that cannot reasonably be performed outside of school hours and/or on weekends.
 - 7) Birth of a child.
- c. No personal leave days will be available on the day before or after a holiday or vacation except on approval by the Superintendent after an explanation is given. Under no circumstances are personal days to be used for vacation or recreation.
 - d. If personal days are not used by the end of the year, the unit member shall be paid for unused days at the member's daily rate. Payment will be made at the completion of the school year.

3. Sick Leave

All full time unit members (30 hours per week) covered by this Agreement shall be entitled to twelve (12) days sick leave with full pay in each school year. Unused sick leave shall accumulate from year to year to a maximum of one hundred (100) days.

All part time unit members (less than 30 hours per week) covered by this Agreement shall be entitled to five (5) days sick leave with full pay in each school year. Unused sick leave shall accumulate from year to year to a maximum of twenty-five (25) days.

Sick leave shall be used exclusively for personal illness of the unit member or member of the immediate family residing in the unit member's household. When a unit member does not report to school because of personal illness, the unit member shall notify the teacher registry with as much

advance notice as possible. Under no circumstances shall anyone be credited with more than the maximum accumulative days.

4. Jury Duty Leave

Unit members who are called for jury duty shall, upon notification of such service, contact the District and cooperate in an effort to have such service rendered during the summer months or other times when school is not in session. If such efforts are unsuccessful, the unit member shall participate in the "on-call" jury notification process and shall attend work when not summoned to jury service by the "on-call" system. Any unit member who cooperates in such efforts and who serves on jury duty shall receive full salary during the period of such service less any amount paid for compensation for such services.

G. Leave of Absence

Effective August 5, 1993, leave of absence without pay will be granted by the Board under specified conditions as defined under the Family and Medical Leave Act of 1993 and its rules.

H. Call in Pay

All unit members who are not scheduled to work and are "called in" to work shall be paid the unit member's regular scheduled daily hours or work day.

I. Emergency Closing

All unit members working on a regularly scheduled work day shall be paid all daily scheduled hours during school emergency closings, e.g., bomb scare, weather. If no snow days are used, unit members are entitled to be paid for the days school is closed in lieu of snow days.

J. Assignment

All unit members shall be notified as soon as possible after the budget vote, but no later than June 30, of their return to work in September; and, when possible, assignment and school building.

K. Excessing Rights

In the event a school building is closed, members of this unit will be considered for similar available positions in order of seniority.

L. Workers' Compensation

In the event a member of this unit is injured while at work and workers' compensation covers the injury, the member shall receive, for the first seven (7) days of time lost from work due to such injury, the difference between the amount paid by workers' compensation and his/her regular salary. If a unit member is absent from work because of approved disability as defined by workers' compensation, unit member cannot be replaced except by a reduction of force or legal action.

M. Lunch Period

Unit members who work at least four (4) consecutive hours per day shall have a thirty (30) minute, duty-free lunch period without pay. No unit member's duty-free lunch period shall be increased beyond thirty minutes in order to extend the paid work hours of the unit member.

**ARTICLE IV
HEALTH INSURANCE**

For the life of this agreement, the District shall continue to provide health insurance benefits to all unit members covered under this agreement and who were covered under the hospitalization plan prior to July 1, 1993. Ninety-five (95%) of the premium cost shall be paid by the District and five (5%) percent shall be paid the participating unit member through a payroll deduction.

For the year 1993-94, the District shall make available to members of the unit who have completed five (5) years of service with the District and who do not have available group health insurance from a spouse or member of the family, the same individual or family-type hospitalization plan provided other bargaining units in the District. Ninety (90%) percent of the premium cost shall

be paid by the District and ten (10%) percent shall be paid by the participating unit member through a payroll deduction.

For the year ending 1994-95 and successor years, the District shall make available to all members of the unit who do not have available group health insurance from a spouse or member of the family, the same individual or family-type hospitalization plan provided other bargaining units in the District.

For unit members hired prior to July 1, 1993, ninety-five (95%) percent of the premium cost shall be paid by the District and five (5%) percent shall be paid by the participating unit member through a payroll deduction. For unit members hired on or after July 1, 1993, ninety (90%) percent of the premium cost shall be paid by the District and ten (10%) percent shall be paid by the participating unit member through a payroll deduction.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose. It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure, and with this in mind, both parties agree that the other will respond to any reasonable request by the other side to meet to attempt to resolve the matter informally; however, both parties recognize that this procedure must be available to unit members free from coercion, interference, restraint, discrimination, or reprisal. Informal settlement at any stage shall bind the immediate parties to the settlement.

Such settlement should be within fifteen (15) work days from the time the grievance first started.

B. Definition. For purposes of this procedure, a grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement, any dispute with respect to its meaning

or application and any dispute with respect to terms and conditions of employment. Any unit member(s) covered by this Agreement may submit a grievance.

C. Step I. Every grievance submitted hereunder shall be in writing within twenty (20) days of the event, and, where appropriate, shall be submitted to the immediate supervisor who shall immediately notify the Superintendent of Schools or designee of the submission of such grievance. A grievance may also be submitted, where appropriate, directly to the Superintendent of Schools or designee. The grievance shall identify the aggrieved party or parties and contain a concise but comprehensive explanation of the events or conditions giving rise to the grievance.

D. Step II. The Superintendent of Schools or designated representative shall deliver to the aggrieved parties a written statement of the position of the Administration with respect to the grievance within ten (10) days after its receipt.

E. Step III. If it be so advised, the Association or the unit member(s) involved shall within thirty (30) days thereafter submit the matter to the American Arbitration Association for arbitration. The fee and expenses of such arbitrator, if any, shall be shared equally by the District and the Association and his/her decision shall be binding upon the parties.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Grievance Form. Forms for filing and processing grievances shall be developed jointly by the District and the Association and printed by the District.

B. Files. All papers dealing with the processing of a grievance shall be filed separately from the personnel files. Such files shall be maintained by the District and, together with such other records as may be necessary of the processing of the grievance, shall be available for inspection and copying by an aggrieved party and the Association.

C. Mutual Agreement. This agreement shall constitute a full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed Amendment to this Agreement. Before the District adopts a change in policy which affects wages, hours, or any other condition of employment proposed by the Association, the District will notify the Association, in writing, that it is considering such a change. The Association will have the right to negotiate such items with the District.

D. Scope. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

ARTICLE VII NO STRIKE PLEDGE

The Association and the District recognize that strikes by public employees are contrary to law and public policy. The Association, therefore, agrees that it will not cause, instigate, encourage or condone, and that members of the bargaining unit shall not engage or participate in, any strike, work stoppage, slow down, or other concerted refusal to work at any time during the life of this agreement.

ARTICLE VIII SALARY PROVISIONS

Unit members will receive compensation as set forth in Appendix I hereto annexed. All compensation shall be retroactive to July 1, 1996. This agreement will be in effect from July 1, 1996, and continue in full force and effect to June 30, 1999.

Class Coverages. The letter agreement of March 28, 1994 between the parties over coverage of classes when a teacher is absent or must leave the classroom is hereby deleted. All class coverage

assignments will be made by the building principal or assistant building principal or the person designated to act on their behalf when they are absent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of March, 1998.

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

By: Nancy Russell
Nancy Russell, President, Board of Education

By: Sandra Kolk
Dr. Sandra Kolk, Interim Superintendent

SOUTH ORANGETOWN TEACHING ASSISTANTS ASSOCIATION

BY: Theresa Donovan
Theresa Donovan, President

By: Harry Wilson
Harry Wilson, NYSUT, Chief Negotiator

Lillian Stuercke
Lillian Stuercke
District Clerk

(S
E
A
L)

APPENDIX I

**SOUTH ORANGETOWN TEACHING ASSISTANTS ASSOCIATION
SALARY SCHEDULE**

| Category (Years) | CONTRACT YEAR | | | | |
|------------------|-----------------|-----------|----------------------|----------------------|--------------------------|
| | 1995-96 | 1996-97 | 1997-98 | 1998-99 | |
| A (1-3) | \$12,979 | \$13,509 | \$13,982 | \$14,506 | |
| B (4-6) | \$14,061 | \$14,635 | \$15,147 | \$15,715 | |
| C (7-9) | \$15,142 | \$15,760 | \$16,312 | \$16,924 | |
| D (10-12) | \$16,224 | \$16,887 | \$17,478 \$17,569 | \$18,133 \$18,418 | Under 10 yrs. 10+ yrs |
| E (13+) | \$17,521 | \$18,237 | \$18,875 \$18,974 | \$19,583 \$19,891 | under 10 yrs. 10+ yrs |
| | Increase | 3% | 3.50% | 3.75% | |

| | | | | |
|-----------------|----------------|--------------------|--------------------|--------------------|
| HOLIDAYS | <u>1995-96</u> | <u>1996-97</u> | <u>1997-98</u> | <u>1998-99</u> |
| | 5 | A-C = 7 D-E = 7 | A-C = 7 D-E = 8 | A-C = 7 D-E = 9 |
| WORKDAYS | <u>1995-96</u> | <u>1996-97</u> | <u>1997-98</u> | <u>1998-99</u> |
| | 184 | 185 | 185 | 186 |