



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: **Baldwin Union Free School District and Baldwin Teachers Association (BTA), Teaching Assistant Unit (1996)**

Employer Name: **Baldwin Union Free School District**

Union: **Baldwin Teachers Association (BTA), Teaching Assistant Unit**

Local:

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

Expiration Date: **06/30/00**

Number of Pages: **12**

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/>

4538_06302000

Baldwin Ufsd And Baldwin Teachers
Assn (Asst Unit)

34
1240

16 SP
TAS

AGREEMENT

between

**BALDWIN TEACHERS ASSOCIATION
(Teaching Assistant Unit)**

and

BALDWIN UNION FREE SCHOOL DISTRICT

July 1, 1996 - June 30, 2000

**Baldwin Union Free School District
Town of Hempstead
Baldwin, New York 11510**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

FEB 09 1998

CONCILIATION

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I Recognition.....	2
II Dues Deduction.....	2
III School Calendar.....	2
IV Working Hours.....	3
V Compensation.....	3
VI Insurance Protection.....	3
VII Paid Sick, Family Illness & Personal Leaves.....	5
VIII Death In Immediate Family.....	6
IX Paid Jury Duty Or Subpoena Leave.....	6
X Unpaid Leaves Of Absence.....	6
XI Transfers.....	7
XII Personnel Files.....	7
XIII Attendance At Conference.....	8
XIV Grievance Procedure.....	8
XV Separability.....	9
XVI Term Of Contract.....	10
Exhibit A - Salary Schedule.....	11

This agreement is entered into this 4th day of June, 1997, by and between the Baldwin Union School District, New York (BALDWIN PUBLIC SCHOOLS), hereinafter called the "District," and the BALDWIN TEACHERS ASSOCIATION, hereinafter called "BTA" or the "Association".

ARTICLE I - RECOGNITION

- A. The District hereby recognizes the Association as the exclusive representative of all teaching assistants (excluding all other employees) employed by it for the purpose of bargaining collectively in the determination of, and administration of grievances arising under the terms and conditions of employment of such employees and for the purpose of entering into a written contract (hereafter the "Agreement") with the Association in determining such terms and conditions of employment; provided, however, that such exclusive recognition shall not preclude an employee from presenting grievances and to have such grievances adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and, provided further, that the Association has been given the opportunity to be present at such adjustment.
- B. The Association agrees that it does not have and will not assert the right to strike against any government, including the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II - DUES DEDUCTIONS

- A. The District agrees to deduct from the employees' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit the monies therefor promptly to the Association. Upon the fulfillment of that obligation the District shall be held harmless by the Association and the individual employees with respect to such remittances.
- B. The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes in said list.
- C. Dues shall be deducted in ten (10) checks following 30 days after the Association submission of its membership list based on a mutually agreed upon schedule. Teaching assistants employed after April 1 will have dues deduction made commencing with the fall semester.

ARTICLE III - SCHOOL CALENDAR

The school calendar for teaching assistants shall be as set forth by the Superintendent of Schools and approved by the Board of Education. It shall contain the same number of instructional days as the school calendar approved by the Board of Education and one teaching assistant day and a day for orientation and planning. The Superintendent shall notify the Association of any changes in the calendar

which are required by emergencies and other contingencies beyond the control of the District, such as fire, flood, power and boiler failure, strikes and civil disorders.

ARTICLE IV - WORKING HOURS

The teaching assistants "on duty time" shall not exceed that of the teachers in the school to which they are assigned; it being understood, however, that teaching assistants hours may be adjusted to equivalent times at the discretion of the building principal. Within their on duty time, teaching assistants assigned to the elementary schools will be provided thirty (30) minutes per day or 150 minutes per week for assigned clerical duties, including record keeping, grading of tests, running off copies, etc. Within their on duty time, teaching assistants assigned to the Senior High School will be provided forty-two (42) minutes per day, or two hundred ten (210) minutes per week, for assigned clerical duties, including record keeping, grading of tests, running off copies, etc.

Teaching assistants are to be in attendance at school for duties outside of their "on duty time" in conformity with the teachers and/or programs to which they are assigned, including faculty meetings, departmental, district-wide meetings, professional development, inter-school articulation meetings, "Know Your School Nights", after school concerts, and evening assignments. There shall be a maximum of three evening assignments in a school year.

ARTICLE V - COMPENSATION

Salary

The salary schedule attached as Exhibit A reflects salary increases as follows:

- 1996-97: 2.5% + increment
- 1997-98: 2.6% + increment
- 1998-99: 2.7% + increment
- 1999-00: 3% + increment

Longevity shall be in addition to regular salary as follows:

	<u>1996-97-1998-99</u>	<u>1999-00</u>
Steps 11-14	\$ 500	\$ 600
Step 15	\$ 950	\$1,100
Step 16	\$1,250	\$1,450

ARTICLE VI - INSURANCE PROTECTION

The percentage formula used during the 1975-76 school year to determine the share of the premium to be paid by full-time teaching assistants for individual or family coverage shall continue for the entire term of this agreement for those full-time teaching assistants on the payroll as of June 30, 1976 and with respect to individual coverage for those full-time teaching assistants hired after June 30, 1976. The

percentage formula to determine the share of the premium for family coverage for full-time teaching assistants employed after June 30, 1976 shall be 75% of the premium to be paid by the District + 25% of the premium to be paid by the employee. The District will pay 50% of the District's share on individual or family health coverage for half-time teaching assistants. All new teaching assistants hired as of 7/1/97 or after will be eligible for 80% individual and 75% family District contribution.

A. If possible, the District will allow eligible teaching assistants the ability to purchase at their own expense, individual or family supplemental major medical coverage (without vision care) through the District's insurance carriers. A teaching assistant may opt to drop life insurance coverage and apply the value of the life insurance premium to the supplemental major medical coverage premium. The request to drop life insurance coverage and apply the premium to supplemental health coverage for eligible teaching assistants must be in writing and in conformity with insurance carrier regulations.

Teaching assistants hired after June 30, 1985 shall not be eligible for family health insurance coverage if they are eligible for or covered by health insurance coverage under the plan of a spouse. They are eligible for individual health insurance if the spouse is covered by another plan at the rates in effect on the date of hire for the teaching assistant.

B. Members of the unit who were employed by the District as teaching assistants on June 30, 1989, and who are presently covered by the District's health insurance plans and withdraw from these plans during the life of this agreement shall receive \$300 if covered by an individual health insurance plan or \$595 if covered by a family health insurance plan provided they remain fully uncovered under any health plan provided by the District for a period of twelve (12) consecutive months.* Such payment shall be made at the end of the initial twelve month period and at the end of each twelve month period thereafter during which the teaching assistant remains fully uncovered as above said. Nothing contained herein shall preclude a member from re-entering the plan within the twelve month period provided, however, that in the case of a teaching assistant who re-enters in less than twelve months, no payment shall be made hereunder. A teaching assistant may review this option each year and promptly notify the District in writing of any change. Should such a teaching assistant opt to be covered under the District's health plans, the District will waive the waiting period provided that it is permitted by the carrier to do so and without incurring any additional cost as a result thereof. The waiting period for individual dental plan coverage of a teaching assistant shall be one year. After one year the District will pay 100% of the

* Should the appropriate regulatory authorities adopt a rule that precludes dual coverage, payment shall not be made to members of the unit who would thus be ineligible under the District's health insurance plans.

premium for full-time teaching assistants. After one year the District will pay 50% of the premium for individual dental plan for half-time teaching assistants. Effective 7/1/97 after one year of service as a teaching assistant, the District will provide full-time teaching assistants with life insurance coverage of \$17,500 and half-time teaching assistants with \$8,750 coverage.

ARTICLE VII - PAID SICK, FAMILY ILLNESS, & PERSONAL LEAVES

The salary of teaching assistants shall be continued during absence because of illness, personal business and serious illness in the immediate family to a maximum of 15 days per complete school year* subject to the following conditions:

1. Leave of absence for personal reasons shall not exceed two (2) days in any school year. Leave of absence for personal reasons shall be granted by the Superintendent or his/her agent upon appropriate certification by the teaching assistant that a justifiable personal reason exists. Under no circumstances can personal business days be used for recreation, vacation, other employment or for business that can be accomplished at another time. Further, in the absence of special circumstances described by the teaching assistant and found acceptable by the Superintendent or his/her agent, such leave shall not be granted on a Friday, Monday or on a school day immediately preceding or immediately following school holidays, vacations, or other forms of leave, or for any days contiguous thereto. Wherever practicable, five (5) school days' notice shall be given to the principal of need for a personal day, and if notice is not given, the teaching assistant will be required to describe the personal business and approval thereof shall be at the discretion of the Superintendent or his/her agent. Two (2) consecutive personal business days that do not immediately precede or follow weekends, holidays, vacations or other forms of leave or for any days contiguous thereto may be taken when necessary and consistent with the requirement set forth above. Leaves of absence for personal reasons shall not be cumulative.

2. Leaves of absence due to serious illness in the immediate family may be granted when requested by the teaching assistant but shall not exceed three (3) days in any school year. Leaves of absence for serious illness in the immediate family shall not be cumulative.

3. A teaching assistant absent for five (5) consecutive working days because of illness shall submit a medical certificate explaining the nature of the illness. The medical certificate can be provided by an accredited Flex Plan care provider or New York State licensed care provider. The Superintendent, at his/her discretion, may require a medical certificate for as little as one day's absence.

*Anything in this article to the contrary notwithstanding, when a teaching assistant leaves the District during the school year, his/her sick leave, personal business leave, and family illness leave will be computed on the basis of one and one-half (1 1/2) days per month worked.

4. If sickness or disability occurs during a working day and the employee is relieved of duties during the morning, the employee will be charged one (1) full day sick leave; if the employee is relieved of duties after working half day, the employee will be charged one-half (1/2)day sick leave.

Unused portions of the fifteen (15) days may be accumulated up to 175 days as sick days consistent with leave day requirements set forth above.

ARTICLE VIII - DEATH IN IMMEDIATE FAMILY

Personal leave for absence due to death in the immediate family may be granted when requested by the employee and approved by the Superintendent of Schools up to a maximum of three days per incident. Members of the immediate family include the employee's spouse, children, grandchildren, parents, siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, ward or grandparent, or aunt, uncle, nephew or niece living in the home of the employee. Up to two (2) additional days may be granted by the Superintendent in the exercise of his/her discretion and upon good cause shown. Personal leave for one day will be granted to attend the funeral of any member of the family other than the immediate family. Leaves for death in the family are for the specific purposes indicated and are not cumulative.

ARTICLE IX - PAID JURY DUTY OR SUBPOENA LEAVE

A teaching assistant called for jury duty or subpoenaed to give testimony before a judicial or administrative tribunal as a witness in a case not involving the school district and in which the teaching assistant has no financial or personal interest, directly or indirectly, and where the teaching assistant's attendance is not required as a result of employment, occupation, or voluntary act on the part of the teaching assistant shall be regarded as authorized absence from duty and the teaching assistant shall be compensated for the teaching assistant's regular pay while on normal jury duty and under state or federal subpoena

The employee must furnish a copy of the subpoena or jury duty notice to the Superintendent or his/her designated representative prior to the absence and a copy of the mileage reimbursement form indicating when this obligation was satisfied.

ARTICLE X - UNPAID LEAVES OF ABSENCE

Child care leaves are subject to the following terms and conditions:

1. A leave of absence without pay for a maximum period of two years from the commencement of the leave may be granted to any tenured teaching assistant who has been on active duty for at least one full semester immediately prior to application, and upon favorable recommendation of the Superintendent of Schools and approval by the Board. This approval shall be for the purpose of caring for a child by the teaching assistant whether natural or adopted. In the case of a leave to care for an adopted child, the

leave shall commence upon entry of an order by an appropriate court granting custody of the child to the teaching assistant.

2. A written request for a child care leave must be submitted to the Superintendent of Schools no later than one hundred twenty (120) days prior to the date requested except in the case of an appropriate court granting custody of the child to the teaching assistant.

3. A child care leave shall be of such duration that the time of return of the teaching assistant from leave shall coincide with September 1st of any school year.

4. At the time a child care leave is granted it shall contain a specific expected date of return. In the case of a two year leave the teaching assistant shall have no right to return prior to that date unless a request to return earlier is submitted no later than March 1st prior to the September 1st date of return the teaching assistant would like and said request is approved by the Superintendent which approval shall not be unreasonably withheld. A teaching assistant intending to return on the date specified in the leave must notify the Superintendent of that intention no later than five months prior to the scheduled date of return.

5. A teaching assistant returning from a child care leave shall be placed on the step of the salary schedule for which the teaching assistant was eligible when he/she went on leave.

ARTICLE XI - TRANSFERS

The District recognizes that it is desirable in making assignments and transfers to consider the interests of the District and the teaching assistants. Requests for transfer between buildings, but within the school district, shall be made in writing to the Superintendent of Schools or to his/her agent. Such request shall set forth the school sought and the applicant's reason for the request. Such requests shall be renewed once each year to assure active consideration by the appropriate administrator. Each written request shall be acknowledged by the Superintendent of Schools or his/her agent in writing to the teaching assistant making the request, who shall be notified within a reasonable time after a decision on the application has been reached.

Involuntary transfers will be made between buildings within the school district at the discretion of the Superintendent of Schools or his/her agent. An involuntary transfer or assignment will be made after consultation with the teaching assistant by the Superintendent or his/her agent.

ARTICLE XII - PERSONNEL FILES

Upon appropriate request by a teaching assistant, teaching assistants will be permitted to review their official personnel files at a reasonably determined time and in the presence of an administrator or his/her agent.

All teaching assistant evaluations, reprimands and commendations will be signed by the teaching assistant within five (5) school days as an indication of receipt acknowledgment and not necessarily approval or disapproval of content. A teaching assistant has the right to amend a statement to the Annual Evaluation within ten (10) days of receipt.

Teaching assistants will receive copies of all material placed in their files except for official college/university transcripts, references, and college/university placement folders.

ARTICLE XIII - ATTENDANCE AT CONFERENCE

Association members will be granted an aggregate maximum of four (4) days to attend a conference, as approved by the Superintendent of Schools or his/her agent. The Baldwin Teaching Assistant Unit will assume the cost of the substitute, including fringe benefits, and will transmit payment upon receipt of billing by the District. The District will pay appropriate registration and business expenses for conferences_and/or inservice attended by teaching assistants that are recommended by the building administrator and approved by the Superintendent of Schools.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Declaration of Policy

1. A grievance is a dispute over the interpretation, application or alleged violation of the Agreement.

2. It is the intent of these procedures to provide for the orderly settlement of differences. The resolution of a grievance at the earliest possible stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to resolve problems.

3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

B. Procedural Steps

1. The primary purpose of the grievance procedure set forth below is to secure the resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

2. First Stage: The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his/her immediate supervisor within seven calendar days after the occurrence of the alleged grievance. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

3. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon the principal or administrator shall hold a hearing within seven calendar days at which the employee and his/her representative shall appear and present oral and/or written statements or arguments.

The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

4. Third Stage: The aggrieved shall request an informal hearing with the Superintendent of Schools within seven calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

5. Fourth Stage: The aggrieved employee may, within seven calendar days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The review by the Board of Education shall be the final step in the grievance procedure. The within grievance procedure, following its exhaustion, does not exclude any remedy otherwise available to the parties by law and/or regulation. For purposes of pursuing such other legal remedies to which a statute of limitations applies by law or regulation, the parties agree that the final determination of the grievance by the Board of Education shall mark the start of time for the commencement of the cause of action or proceeding.

ARTICLE XV - SEPARABILITY

If a Federal or New York law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

ARTICLE XVI - TERM OF CONTRACT

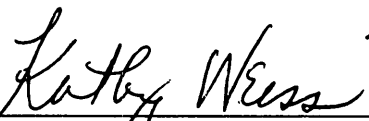
Unless otherwise specified, this contract shall become effective July 1, 1996 and shall remain in full force and effect to and including June 30, 2000, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other in writing, by certified mail, by February 1, 2000.


Following such notification as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to proposals.

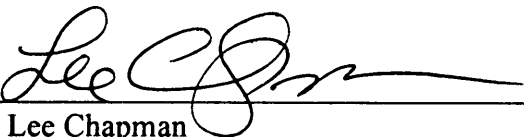
IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 12th day of December, 1997.

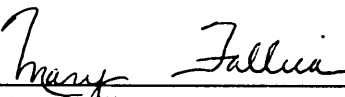
BALDWIN UNION FREE SCHOOL DISTRICT


BALDWIN TEACHING ASST. ASSOC.

By 
Dr. Kathy Weiss
Superintendent of Schools

By 
Elaine Dallari, President
Baldwin Teachers Association

By 
Dr. Lee Chapman
Deputy Superintendent-Administration

By 
Mary Fallica
Chief Negotiator

By 
Gloria Cordeiro, President
Baldwin Teaching Asst. Unit

ja

EXHIBIT A

SALARY SCHEDULE

<u>STEPS</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
1	19,315	19,817	20,352	20,963
2	20,226	20,752	21,313	21,952
3	21,137	21,686	22,272	22,940
4	22,048	22,621	23,232	23,929
5	22,957	23,554	24,190	24,915
6	23,871	24,492	25,153	25,908
7	24,782	25,427	26,113	26,897
8	25,694	26,362	27,073	27,886
9	26,605	27,297	28,034	28,875
10	27,521	28,237	28,999	29,869
11	28,021	28,737	29,499	30,469
12	28,021	28,737	29,499	30,469
13	28,021	28,737	29,499	30,469
14	28,021	28,737	29,499	30,469
15	28,471	29,187	29,949	30,969
16	28,771	29,487	30,249	31,319