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Contract Database Metadata Elements

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Employer Name: **Valley Stream Central High School District**

Union: **Valley Stream Teachers Association Teaching Assistants**

Local:

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

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Valley Stream Central High School
Dist And Valley Stream Teachers
Assn (Assistants)

SD
TAS

AGREEMENT

between

VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

and

VALLEY STREAM TEACHERS ASSOCIATION

TEACHING ASSISTANTS

July 1, 2001 - June 30, 2005

RECEIVED

DEC 08 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

THIS AGREEMENT made and entered into as of the 3rd day of September 2002, by and between VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT, hereinafter referred to as the "BOARD," and VALLEY STREAM TEACHERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

1. STATEMENT OF PURPOSE

The Board of Education recognizes that certain work for which a professional must be responsible need not necessarily be performed by the professional alone, but may be performed by others. The Board of Education, in conformance with State Education Department regulations and the policy on selection and assignment of personnel, employs Teaching Assistants to perform certain duties which might otherwise be assigned to teachers. These Teaching Assistants may be assigned non-teaching duties or may assist students to learn. It is not intended that Teaching Assistants be used as classroom substitutes for regular teachers except in emergencies.

2. RECOGNITION

The Board recognizes the Association as the exclusive agent for negotiation for all Teaching Assistants.

3. OATH OF ALLEGIANCE

Teaching Assistants shall take the Oath of Allegiance as required by Section 3002 of the Education Law of the State of New York. Any Teaching Assistant who refuses to take the Oath of Allegiance shall immediately be referred to the Board under the provisions as outlined in the Education Law of the State of New York.

4. PHYSICAL EXAMINATION

Each Teaching Assistant shall furnish from a physician of his/her choice, evidence of a physical examination which shall include a tuberculin test, (i.e. TINE TEST) which is acceptable to the school physician:

- a. prior to effective date of appointment as a probationary Teaching Assistant;
- b. 90 days prior to the expiration of his/her probationary period;
- c. at such other times as the Board of Education may require.

The cost thereof shall be borne by the Teaching Assistant unless the Teaching Assistant shall elect to have such examination made by the school physician, in which event the cost shall be borne by the school district.

Nothing in this By-Law shall be deemed a waiver of the right of the Board of Education to require a physical examination of a Teaching Assistant by the school physician.

- d. A Teaching Assistant may be granted credit toward salary for satisfactory prior services rendered by the person in an educational setting.
- e. The salary schedule shall be uniform for all Teaching Assistants regardless of assignment, marital status or sex.
- f. Salary shall cease upon termination of employment. At that time, a deduction of 1/200 of the annual salary for each school calendar day remaining up to and including the date of the next regular salary payment shall be made.

9. DEDUCTIONS FROM SALARY

Deductions shall be made from salary payments at the written request of the Teaching Assistant and shall continue until terminated in writing and payments shall be made to the appropriate agency for the following:

- a. dues to the Valley Stream Teachers' Association;
- b. payments to a teachers' credit union;
- c. investments in a legal tax sheltered annuity plan;
- d. contributions to the NYSUT Benefit Trust.

10. HEALTH AND WELFARE

- a. The Board agrees to pay health insurance premiums for each teaching assistant as follows: effective July 1, 2001 a sum of 90%, effective July 1, 2002 a sum of 87.5% and effective July 1, 2003 a sum of 85% of the premium charged by the Empire Health Insurance Plan for either single or family category in which the teaching assistant may be enrolled or effective July 1, 2001, 90%, effective July 1, 2002, 87.5% and effective July 1, 2003, 85% of the premium charged for any new plan agreed to by the Association and the Board.
- b. Effective February 1, 2001, \$910 per annum shall be paid in equal monthly payments to the Valley Stream Teachers' Association Welfare Fund to cover all Teaching Assistants in the bargaining unit who are participants in the plan and are on the payroll at the time the monthly payments are due and payable. Effective July 1, 2002, \$760 per annum shall be paid in equal monthly payments to the fund. Effective July 1, 2004, \$810 per annum shall be paid in equal monthly payments to the fund. The trustees of the fund, in addition to providing funds to defray a portion of the costs of a dental insurance plan, may include and pay for other benefits such as, but not limited to life, optical and legal insurance for the covered employees. During the life of this contract, the existing coverages (dental, excess major medical, optical) as of June 30, 1992 only shall be continued.
- c. A part-time Teaching Assistant, if working 50% or more of a full schedule, shall receive a pro-rata share of the dental insurance benefits. A part-time Teaching Assistant working less than 50% of a full schedule, will not receive any benefits.

11. WORK DAY

- a. Both parties agree that, except for occasional afternoon activities related to the educational program (special faculty/departmental meetings, continuation of a student and/or parent case conference, disciplinary hearing), the normal working school day for a Teaching Assistant shall be a nine period day, either periods one through nine (7:50 a.m. - 2:48 p.m.) or periods two through ten (8:36 a.m. - 3:34 p.m.), with one duty-free period for lunch (during the periods lunch is normally served) and one duty-free period for preparation.
- b. Teaching Assistants required by the District Administration or Principal to attend evening meetings shall be compensated at the rate of \$20 per meeting.
- c. A Teaching Assistant assigned by the Principal as a substitute taking a regular teacher's class shall receive additional pay for each period covering equal to the difference between his/her Teaching Assistant's salary and the emergency teaching assignment rate of pay.
- d. Technology Teaching Assistants will work a ten (10) period day extending from Period 1 (7:50 a.m.) to Period 10 (3:34 p.m.) or Period 0 (7:05 a.m.) to Period 9 (2:48 p.m.) that includes one duty free lunch and one duty free preparation period.
- e. For required attendance at training workshops held outside the regular school year, Technology Teaching Assistants shall be compensated at their appropriate hourly rate contained in Appendix A of the collective bargaining agreement.
- f. Assignments of Teaching Assistants to this technology program shall be done on a voluntary basis. If there are more volunteers than available slots, the district retains the discretion to select participants.

12. SICK LEAVE

- a. At the beginning of the school year, a Teaching Assistant shall be credited with fifteen (15) school days leave with full pay. (For those Teaching Assistants whose employment begins during the school year, the amount of days credited shall be pro-rated at 1.5 days per remaining months of the school year). These may be used for personal illness, religious holy days, death or illness in the immediate family, attending own child's school performance and/or required college admission interview, own graduation or required court attendance. Three of these days may be used for the following personal business: closing title on own house; moving to new residence (one day); special religious ceremony, i.e. confirmation, circumcision of own child; graduation of member of immediate family; attendance at funeral of member of family or close friend, adoption of a child; other urgent and personal business that cannot be transacted outside normal school hours; own wedding and wedding of a member of immediate family. Prior notice of these absences shall be given to the principal. Absences for personal business may not be used primarily to extend weekends, vacations or other leaves and shall require prior approval of the Superintendent of Schools, except in the case of an emergency, which may on its merits be approved after the fact. "Immediate family" as set forth herein shall mean spouse, child, father, mother, brother or sister or other permanent members of the teaching assistant's household.

employment began prior to 9/1/87 or for a period of not less than fifteen years for Teaching Assistants hired to commence teaching after September 1, 1987, and

- iii. will retire on the day immediately following the final day of the leave of absence with pay, and
 - iv. duly and timely executes the written application for such leave as prescribed by the Board of Education, and
 - v. duly and timely executes the application for retirement effective on the day following the last day of such leave of absence.
- d. If a Teaching Assistant moves to a regular teaching position (part time or full time), the financial equivalent value of unused leave days shall go into a "bank" reserved for the Teaching Assistant. The equivalent value of unused sick days shall be computed by calculating the dollar value of the unused leave days utilizing the formulas contained in this contract and comparing that result to the daily rate of pay for the individual at his/her step and level on the teacher schedule when first moving to a teaching position. The resulting number of days (to the nearest half day) shall be recorded as the "bank" number of days. Although service time in the district required prior to eligibility for a Leave of Absence with Pay Prior to Retirement shall continue to accrue, the accumulated days in the "bank" shall not be counted in any other Leave of Absence with Pay Prior to Retirement Plan.
- e. i. Such leave shall be calculated on the basis of the following formula for all accumulated days:

| | | | | | | |
|------|----------|---|-----|---|------|---------|
| Days | 1 | - | 50 | - | \$40 | per day |
| Days | 51 | - | 100 | - | 45 | per day |
| Days | 101 | - | 150 | - | 50 | per day |
| Days | 151 | - | 200 | - | 55 | per day |
| Days | 201 | - | 250 | - | 60 | per day |
| Days | 251 Plus | - | | - | 65 | per day |
 - ii. If the rate per day is ever renegotiated, the equivalent dollars for unused leave days shall go into a "bank" reserved for the Teaching Assistant. The accumulation of unused leave days thereafter shall continue at the new rates from the number at which the days were "banked."

- b) Child Care Leaves of Absence shall be granted as follows:
- i. Such leave shall not exceed two years and shall be granted without salary.
 - ii. Staff members on child care leave are expected to submit written notification of their intention to return or resign. It is required that such notification be submitted to their superintendent of schools prior to the 15th day of March in the school year preceding the termination of leave.
 - iii. Such leave of absence shall not count as a step or steps on the salary schedule or apply toward tenure.
 - iv. A Teaching Assistant shall notify the superintendent of the district of her pregnancy immediately upon becoming aware of it in order that ample time may be given to secure a replacement.
 - v. Any child care leave of absence commencing at the beginning or during the school year will terminate no sooner than the end of such year and will for the purpose of the two year period, be counted as full year leave of absence.

18. GRIEVANCE PROCEDURE

18.1. The Board of Education, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for Teaching Assistants in the bargaining unit as defined in the Agreement, does hereby establish and adopt the following procedures for the orderly settlement of grievances. For the purposes of this section only, the following definitions are applicable:

1. "Teaching Assistants" shall mean any employee in the bargaining unit.
2. "Association" shall mean the Valley Stream Teachers' Association, the representative of the Teaching Assistants in the bargaining unit.
3. "Chief Administrator" shall mean the Superintendent of Schools.
4. "Building Administrator" shall mean the principal in charge of a school building and its staff.
5. "Immediate Supervisor" shall mean the administrator, subject to the building administrator to whom the Teaching Assistant is directly responsible.
6. "Representative" shall mean the person or at most two persons appointed by a party as the teacher's counsel or to act in the Teaching Assistant's behalf.

- .7 It shall be the responsibility of the Chief Administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each Administrator shall have the responsibility to consider promptly each grievance presented to that administrator, within the specified time in these procedures.
- .8 In the event of failure of an Administrator to communicate a decision within the specified time limits, the aggrieved party may undertake the next procedural stage unless time to render a decision is extended by consent.
- .9 In the event that the school year ends before a grievance has been carried to a written determination, it shall be incumbent upon the Administrator or Board of Education to make such a written determination after the opening of the next school year within ten work days of the written request of the aggrieved, provided such request is delivered within 15 days from the opening of school.

18.4. PROCEDURES

18.4.1 Local Stage

The aggrieved Teaching Assistant, either in person or through a representative; or the Association, shall, within ten work days of the occurrence of the alleged grievance, have the option of orally presenting the grievance to the Immediate Supervisor or the Building Administrator. In either case, this initial presentation will remain informal and the Immediate Supervisor or Building Administrator will discuss the grievance with the aggrieved Teaching Assistant or a representative within five work days.

- .1 If the aggrieved party or the representative initially presents the grievance to the Immediate Supervisor, said supervisor shall render a determination to all parties within five work days after the grievance is presented. If such grievance is not satisfactorily resolved at this stage, any party may proceed to a formal presentation to the building administrator.
 - a. Within five work days after a determination has been made by the Immediate Supervisor, any party may make a written request to the Building Administrator or the designee for review and determination.
 - b. If Building Administrator or the designee shall immediately instruct the parties and Immediate Supervisor to submit written statements within five work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
 - c. If such is requested in the written statement of either party pursuant to paragraph 1)b. above, the Building Administrator or

18.4.3 Advisory Arbitration

- .1 If any party is not satisfied with the decision at Stage 2, the party may submit the grievance for advisory arbitration as hereinafter set forth.
- .2 The party seeking advisory arbitration shall do so in writing, served upon the other party within fifteen work days of the receipt of a copy of the decision at Stage 2.
- .3 Within five work days after such written notice of submission to advisory arbitration, the Chief Administrator and the parties will attempt to agree upon a mutually acceptable Arbitrator, and will obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within five work days, then the parties will request the American Arbitration Association, in accordance with procedures, to appoint an Advisory Arbitrator experienced in the arbitration of educational disputes.
- .4 The Arbitrator will hear the matter promptly and will issue a recommendation not later than fourteen calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted.
- .5 The recommendation of the Arbitrator shall be of an advisory nature and shall not be binding upon the parties or upon the Board of Education.
- .6 The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Board of Education and the party claiming the grievance or the grievant's representatives.

18.4.4 Board Stage

- .1 In the event the recommendations of the Advisory Arbitrator are not satisfactory, any party may submit the grievance in writing to the Board of Education within five work days after the receipt of the Advisory Arbitrator's recommendations.
- .2 Such party shall include the written report of the previous stages and shall notify the Chief Administrator of the decision to go to the Board of Education.
- .3 The Board of Education shall meet with the parties in closed session within 30 days of the submission of the grievance. All parties to the grievance must be present and may have counsel.
- .4 The Board shall render its decision in writing to the parties within 30 days of the close of the hearings.
- .5 The written record, if any, of the hearing shall be made available to the parties concerned prior to the Board's decision.

24. WORK STOPPAGE

- a. The Association and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program. The parties further recognize that strikes and work stoppage by any members of the teaching staff are unlawful and contrary to public policy.
- b. The Association therefore agrees that there shall be no strikes, work stoppages, or concerted refusals to perform assigned duties by an employee covered by this Agreement.
- c. The Board, on its part, agrees to make every effort to effect settlement of all issues in the best interest of the students of this district.

25. LEGAL LIMITATIONS

- a. Should any provisions of this agreement be found contrary to the Public Employees' Fair Employment Act or other state or federal law, then such provisions of the agreement shall be considered void.
- b. The parties agree to negotiate substitute provisions with respect to the provisions found contrary to law.
- c. It is agreed by and between the parties that any provisions 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.

26. ATTENDANCE AT PROFESSIONAL CONFERENCES

Teaching Assistants shall be considered for attendance at approved professional conferences on the same basis as other staff members.

APPENDIX A

SALARY GUIDE - TEACHING ASSISTANTS

2001-02

| NON - CERTIFIED | | | | CERTIFIED | | | |
|-----------------|--------|---------|------------|-----------|--------|---------|------------|
| Step | Annual | Period* | Coverage** | Step | Annual | Period* | Coverage** |
| 1 | 22,486 | 16.06 | 20.00 | 1 | 23,869 | 17.05 | 20.00 |
| 2 | 23,737 | 16.96 | 20.00 | 2 | 25,098 | 17.93 | 20.00 |
| 3 | 24,987 | 17.85 | 20.00 | 3 | 26,360 | 18.83 | 20.00 |
| | | | | 4 | 26,665 | 19.05 | 20.00 |
| | | | | 5 | 26,969 | 19.26 | 20.00 |
| | | | | 6 | 27,246 | 19.46 | 20.00 |
| | | | | 7 | 27,832 | 19.88 | 20.00 |
| | | | | 8 | 27,943 | 19.96 | 20.00 |
| | | | | 9 | 28,054 | 20.04 | 20.00 |
| | | | | 10 | 28,641 | 20.46 | 20.00 |
| | | | | 11 | 28,752 | 20.54 | 20.00 |
| | | | | 12 | 28,862 | 20.62 | 20.00 |
| | | | | 13 | 30,069 | 21.48 | 20.00 |
| | | | | 14 | 31,095 | 22.21 | 20.00 |
| | | | | 15 | 31,176 | 22.27 | 20.00 |
| | | | | 16 | 32,676 | 23.34 | 20.00 |
| | | | | 21 | 34,676 | 24.77 | 20.00 |

SALARY GUIDE - TEACHING ASSISTANTS

2002-03

| NON - CERTIFIED | | | | CERTIFIED | | | |
|-----------------|--------|---------|------------|-----------|--------|---------|------------|
| Step | Annual | Period* | Coverage** | Step | Annual | Period* | Coverage** |
| 1 | 23,329 | 16.66 | 30.00 | 1 | 24,764 | 17.69 | 30.00 |
| 2 | 24,627 | 17.59 | 30.00 | 2 | 26,039 | 18.60 | 30.00 |
| 3 | 25,924 | 18.52 | 30.00 | 3 | 27,349 | 19.54 | 30.00 |
| | | | | 4 | 27,665 | 19.76 | 30.00 |
| | | | | 5 | 27,980 | 19.99 | 30.00 |
| | | | | 6 | 28,268 | 20.19 | 30.00 |
| | | | | 7 | 28,876 | 20.63 | 30.00 |
| | | | | 8 | 28,991 | 20.71 | 30.00 |
| | | | | 9 | 29,106 | 20.79 | 30.00 |
| | | | | 10 | 29,715 | 21.23 | 30.00 |
| | | | | 11 | 29,830 | 21.31 | 30.00 |
| | | | | 12 | 29,944 | 21.39 | 30.00 |
| | | | | 13 | 31,197 | 22.28 | 30.00 |
| | | | | 14 | 32,261 | 23.04 | 30.00 |
| | | | | 15 | 32,345 | 23.10 | 30.00 |
| | | | | 16 | 33,901 | 24.22 | 30.00 |
| | | | | 21 | 35,976 | 25.70 | 30.00 |