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Contract Database Metadata Elements

Title: **Baldwin Union Free School District and Baldwin Special Education Per Diem Teacher Aides, CSEA Local 1000, AFSCME, AFL-CIO (2004)**

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

Union: **Baldwin Special Education Per Diem Teacher Aides, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

between

CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO

(BALDWIN SPECIAL EDUCATION PER DIEM TEACHERS AIDES)

and

BALDWIN UNION FREE SCHOOL DISTRICT

Baldwin, New York

July 1, 2004

through

June 30, 2007

Received
12/9/04

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AGREEMENT by and between the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, and its Baldwin Special Education Per Diem Teachers Aides (herein referred to as "Association") and the Baldwin Union Free School District (herein referred to as "District"), made this 7th day of July, 2004.

ARTICLE I - RECOGNITION

The Association is hereby recognized as the sole and exclusive collective bargaining agent limited to the special education per diem teacher aides employed by the District; and excluding all teaching assistants, school monitors, other teacher aides, health aides, and all other employees employed by the District.

ARTICLE II - NO STRIKE

The Association and members of the bargaining unit agree and affirm that they shall not engage in, cause, instigate, encourage or condone any strike or other form of stoppage, slowdown or withholding of work against the District.

ARTICLE III - 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 IV - EVALUATION

Administrators and supervisors will provide written evaluations of per diem special education teacher aides. The evaluations will be signed as an indication of acknowledgment upon receipt. Signature does not necessarily signify approval or disapproval of content. Teacher aides may append their comments to the evaluation within five (5) school days.

ARTICLE V - WORK DAY AND YEAR

The work day for a full-time special education per diem teacher aide shall consist of seven (7) hours in accordance with the needs of the particular school building. The work day for full-time aides shall include a forty (40) minute lunch break. The work year shall consist of the student calendar plus up to three (3) additional days. The District shall unilaterally determine the number of additional days.

ARTICLE VI - SALARY

A. Association members shall be paid a daily rate in accordance with the following schedule:

<u>Full Years in District</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
1	\$69.00	\$71.10	\$73.20
2	\$71.00	\$73.13	\$75.32
3	\$73.00	\$75.19	\$77.45
4	\$75.50	\$77.77	\$80.10
5	\$77.75	\$80.10	\$82.48
6	\$80.00	\$82.40	\$84.97
7	\$82.25	\$84.72	\$87.26
8	\$84.50	\$87.04	\$89.65

Employee salaries shall be annualized, and salary payment shall be made by computing an annualized salary from the hourly rates reflected in this Agreement. An employee moves up to the next salary level in September of each year provided that the employee began working for the District prior to January 1st of that year.

B. Unit members shall receive a longevity payment of \$750 after ten(10) full years of service in the District as a Special Education Aide. After fifteen (15) full years of service in the District as a Special Education Aide, unit members shall receive \$1250.

ARTICLE VII - DUES DEDUCTION

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 therefore 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 remittance.

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 thirty (30) days after the Association submission of its membership list but no sooner than November 1st of each year of this contract. Special education per diem teacher aides employed after April 1st will have dues deduction made commencing with the fall semester.

ARTICLE VIII - BENEFITS AND MISCELLANEOUS PROVISIONS

A. Sick Leave

Association members shall be entitled to six (6) sick leave days per school year, one of which may be taken for personal leave. Effective July 1, 2005, unit members with five (5) or more years of service in the District shall be entitled to seven (7) sick days each year, one of which may be used for personal leave. These days shall accumulate, to the extent not used, from year to year to a maximum of thirty (30) days.

Up to five (5) sick days per year may be used for sickness in the employee's immediate family. Upon request, unit members shall be provided with a record of their leave days.

B. Bereavement Leave

Association members shall be entitled to three (3) bereavement days per occurrence per school year for deaths in the immediate family. Employees may make a request to the Superintendent or his/her designee for additional bereavement leave. The District's discretion in this regard is final and binding.

C. In-Service Training

The District reserves the right to schedule one (1) hour per month of in-service training. Employees shall be compensated at a comparable hourly rate for all training that occurs outside the school day.

D. Finger Printing

Employees shall be reimbursed for costs associated with initial finger printing as long as the employee remains in the employment with the District for at least five (5) months.

E. Life Insurance

The District shall provide unit members with \$9,000 of life insurance per employee.

F. Health Insurance

Unit members shall be eligible to participate in the District's health insurance plan. The District shall contribute fifty (50%) percent of the premium cost for individual coverage, and with respect to family coverage the District shall contribute fifty (50%) percent plus thirty-five (35%) percent of the difference between individual and family health insurance coverage.

G. Layoffs

In the event of layoffs, the least senior unit member shall be laid off first.

H. Bulletin Board

The District will make available to the Association a bulletin board in the faculty room of the Meadow Elementary School.

I. Pre-Employment Physical Exams

The District will pay for pre-employment physical exams to the extent that the unit member is examined by the District's consulting doctor. All other pre-employment examinations will be at employee expense.

J. Personal Property Protection

The District shall reimburse unit members for costs incurred by them for damage to their property arising out of the course of their employment. The coverage shall be limited in the aggregate to \$250.00 per year, and employees must access available insurance coverage first.

K. Leaves of Absence

A leave of absence without pay for a maximum of one (1) year may be granted for childbirth or adoption of a child under five years of age. A written request for such leave must be submitted to the Superintendent at least ninety (90) days prior to the requested leave. An expected date of return to duty may be requested. An employee on leave must notify the Superintendent or his/her designee no later than sixty (60) days prior to the scheduled date of return.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by the special education per diem teacher aide in this negotiating unit stating that there has been a violation of one or more provisions of this agreement.

2. It is the intent of these procedures to provide for the orderly settlement of grievances in a fair and equitable manner. 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.

4. The function of these procedures is to assure compliance with this contract. They are not designed to be used for changing such rules or establishing new ones.

B. Procedural Steps

The primary purpose of the grievance procedure set forth below is to secure the

equitable resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

1. 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 (7) 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.

2. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven (7) 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 (7) 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 (7) calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of schools and to the employee involved.

3. Third Stage: The aggrieved shall request an informal hearing with the Superintendent of Schools within seven (7) calendar days after receiving the decision at the second stage. The Superintendent and his/her agent shall hold such a hearing

within seven (7) 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 (7) calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

4. Fourth Stage: If the grievance is still unresolved, the aggrieved employee may, within seven (7) 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.

C. Time Limits

1. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal of such grievance under this agreement shall be barred.

2. The time limits specified in any step of this procedure may be extended by mutual written agreement of the parties.

ARTICLE X - AGREEMENT NOTICE

Pursuant to Section 204-A of the New York State Civil Service Law (Taylor Law), the following notice is included in this agreement:

“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 XI - MANAGEMENT RIGHTS

The Association acknowledges that the Board and the Superintendent (and his/her designee) together have the sole right of management and superintendence of the District. Hence, unless expressly set forth herein, none of the terms and provisions of the Agreement shall be deemed or determined, nor have the effect in any way of interfering with, impairing nor limiting:

1. The exercise of the rights, duties, authority and obligations of the Board or Superintendent granted or imposed upon the Board or Superintendent by the laws of the State of New York.
2. The exercise of Board or Superintendent discretion and/or judgment in the application and administration of the terms and provisions of this Agreement.

ARTICLE XII - TERM OF CONTRACT

This contract shall become effective July 1, 2004, and shall remain in full force and effect to and including June 30, 2007.

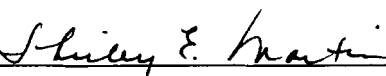
If agreement cannot be reached prior to June 30, 2007, special education per diem teacher aides will work under the conditions of the contract from the previous school year, pending a new agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this day of December 1, 2004.

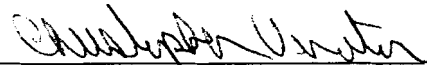
BALDWIN UNION FREE SCHOOL DISTRICT

by 

DR. KATHY WEISS
Superintendent of Schools

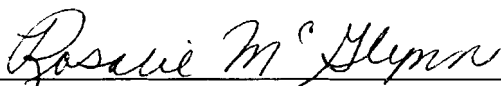
by 

SHIRLEY E. MARTIN
Assistant Superintendent

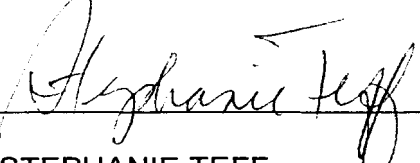
By 

CHRISTOPHER VENATOR, ESQ.

BALDWIN SPECIAL EDUCATION PER DIEM TEACHER AIDES

by 

ROSALIE McGLYNN
President

by 

STEPHANIE TEFF
Labor Relations Specialist