



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: **Scotia-Glenville Central School District and Teaching Assistants Unit, Scotia-Glenville Teachers Association (2007) (MOA)**

Employer Name: **Scotia-Glenville Central School District**

Union: **Teaching Assistants Unit, Scotia-Glenville Teachers Association**

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

Expiration Date: **06/30/11**

PERB ID Number: **7943**

Unit Size: **45**

Number of Pages: **6**

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/>

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT AND
SCOTIA-GLENVILLE TEACHERS' ASSOCIATION
TEACHING ASSISTANTS' UNIT**

This Memorandum of Agreement represents all amendments and modifications to the July 1, 2004- June 30, 2007 Agreement between the Scotia-Glenville Central School District (District) and the Scotia-Glenville Teachers' Association-Teaching Assistants' Unit (Association). Except as expressly modified by the terms contained herein, all other provisions of the 2004-2007 Agreement shall remain in full force and effect and all other proposals by either party to amend or modify the terms of the 2004-2007 Agreement are hereby withdrawn.

1. ARTICLE 2 - DURATION OF AGREEMENT

Delete dates in first paragraph and replace with July 1, 2007 and June 30, 2011, respectively.

2. ARTICLE 5 - EMPLOYMENT

Section A. Add the following to the first paragraph:

“Effective July 1, 2008, said work year will be exclusive of ten (10) paid holidays.”

Section F. Add the following:

“Effective July 1, 2008: “10. Christmas Day”

3. ARTICLE 10 - LEAVES OF ABSENCE

Delete Section C.1.a. and replace with following:

“Personal business leave” shall be defined as that activity other than self-employment or employment by or for others which only the professional staff member can carry out at the time for which leave is requested. Requests for personal business days immediately preceding or following a vacation, holiday, or the first day of school will be approved by the Superintendent only if an acceptable reason is provided.

4. ARTICLE 10 - LEAVES OF ABSENCE

Delete the number “275” in paragraph A.3. and replace with “300”.

RECEIVED

JAN 12 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

5. ARTICLE 10 - LEAVES OF ABSENCE

Section A.6. Delete and replace with the following:

A teaching assistant retiring with ten (10) years of service with the school district will be compensated for accumulated unused sick leave at the rate of \$22 per day to a maximum payment of \$3,300 (150 days) with such compensation to be paid in the employee's final paycheck.

6. ARTICLE 10 - LEAVES OF ABSENCE -

Add new Section A. 7 as follows;

Each teaching assistant shall be entitled to be excused to undertake an annual medical screening for breast cancer and/or prostate cancer. Excused absence without charge to the teaching assistant's leave accruals shall not exceed one 4-hour medical visit per screening per school year. Cost of all medical screening is to be paid by the teaching assistant's medical insurance or, if the teaching assistant has no medical insurance, by the teaching assistant. The teaching assistant must submit medical certification for such screening for such leave to be authorized as an excused leave. Failure to provide certification will result in the absence being charged to the teaching assistant's sick leave, if available, or payroll deduction if no leave is available.

7. ARTICLE 12 - DISCIPLINE, SUSPENSION AND DISCHARGE

Add new Section G as follows:

A unit member who at the time of questioning appears to be a potential subject of disciplinary action shall have a right to representation by the Teachers' Association or a representative of his or her choosing, and shall be notified in advance, in writing, of such right. If representation is requested, a reasonable period of time shall be afforded to obtain such representation.

8. ARTICLE 13 - HEALTH AND DENTAL INSURANCE BENEFITS

Modify Section A.1.a. through d. and replace it with the following:

1. The district has made available to eligible active and retired unit members participation in a health insurance plan commonly known as Blue Shield Indemnity Plan (Traditional 907). Effective July 1, 2008, said Indemnity Plan shall no longer be available to eligible active or retired bargaining unit members.
2. Effective July 1, 2008, the District will offer the Blue Shield PPO 815 Plan to eligible active or retired bargaining unit members.
 - a. The PPO 815 Plan office visit co-pay will be \$20.

- b. The District shall purchase a rider to the PPO 815 Plan that will provide chemotherapy, hemodialysis, and radiation therapy services with no corresponding office visit co-pay.
- c. Blue Shield PPO 815 Plan premiums will be shared by the District and the unit member as provided in Section 2.h.
- d. If the unit member elects to participate in a Health Maintenance Organization (HMO) chartered to serve a geographic area in which at least 25 school district employees reside, subject to verification by the school district, the employer shall pay an equivalent percent of the HMO premium as the percent paid under the PPO 815 plan in Section 2.h. Effective July 1, 2008, employees participating in an HMO plan shall pay a \$20 co-pay per office visit. The District and Association have agreed that if an HMO no longer offers a \$20 office visit co-pay during the term of this Agreement, then the co-pay shall be the next lowest office visit co-pay offered by the HMO.
- e. Effective July 1, 2008, employees participating in the District Blue Shield Point-of-Service (POS) Plan shall pay a \$15 co-pay per office visit.
- f. Effective July 1, 2008, the Blue Shield PPO and Blue Shield POS Plans shall have a prescription drug co-pay of \$5 generic, \$20 formulary and \$35 non-formulary. Mail order co-pays will be \$10 generic, \$40 formulary, and \$70 non-formulary (2 co-pays for 3 prescriptions/3months supply).
- g. Except as expressly provided in other provisions of this Article, all eligibility and enrollment provisions for any health insurance plan option made available by the District shall govern eligibility and enrollment.
- h. Any enrollee or dependent aged sixty-five (65) or over will be responsible for enrolling in Medicare as he/she desires and paying all costs for such enrollment.
- i. Unit members may participate in the District IRS 125 Cafeteria Plan for Health/Dental Insurance Premiums, unreimbursed medical expenses, and dependent care costs.

9. ARTICLE 13 - HEALTH AND DENTAL INSURANCE BENEFITS

Modify Section A.2.h. as follows:

less than 1 hr. 45 min. 22%*

* Effective July 1, 2008, this coverage will discontinue.

10. ARTICLE 13 - HEALTH AND DENTAL INSURANCE BENEFITS

Add the following to the end of Section A.2.i.3):

All time worked in the District shall be fully credited in determining the District's employer contribution for retiree health insurance coverage provided the unit member has worked at least ten (10) consecutive years immediately preceding the time of retirement.

11. ARTICLE 17 - SALARY

The base salary schedules for teaching assistants for the term of this Agreement shall be as noted in Appendix A retroactive to July 1, 2007, for teaching assistants who were employed before July 1, 2008, and have continued in the employ of the District or retired from District service after July 1, 2007, but before ratification of this successor Agreement.

12. ARTICLE 17 - SALARY

Delete section C. Longevity and replace with the following:

- C. Longevity. In addition to the rates set forth above, longevity shall be paid to unit members as follows:
7. \$.10 per hour shall be paid to employees with five (5) years but less than ten (10) years of service in the District.
 8. An additional \$.40 for a total longevity payout of \$.50 per hour shall be paid to employees with ten (10) years but less than fourteen (14) years of service in the District.
 9. An additional \$.25 for a total longevity of \$.75 per hour shall be paid to employees with fourteen (14) years but less than eighteen (18) years of service in the District;
 10. An additional \$.20 for a total longevity of \$.95 per hour shall be paid to employees with eighteen years or more of service in the District.

13. ARTICLE 17 - SALARY

Delete Section D and replace with the following:

Effective July 1, 2008, a teaching assistant asked to serve as a per diem substitute teacher shall receive the teaching assistant's regular hourly rate of pay plus a supplemental amount equal to seven dollars (\$7.00) per hour.

14. ARTICLE 17 - SALARY

Modify Section G. as follows:

Extracurricular Positions. A teaching assistant who performs services for the elementary homework club shall receive fifteen dollars and fifty cents (\$15.50) per hour effective July 1, 2007, and such hourly rate shall be increased by three percent (3%) in the 2008-09, 2009-10 and 2010-11 school years, respectively.

15. ARTICLE 17 - SALARY

Add new Sections H and I as follows:

H. A teaching assistant who performs services as a chaperone at a school athletic event shall be compensated at the at the rate of \$15.90 per hour effective July 1, 2007, and such hourly rate shall be increased by three percent (3%) in the 2008-09, 2009-10, and 2010-11 school years, respectively.

I. A teaching assistant who performs services as a chaperone at a school sponsored dance will receive \$40 per dance chaperoned.

16. **This Memorandum of Agreement is subject to ratification by the District Board of Education and the membership of the Association.**

Dated: _____

Dated: 6/12/08

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Tim J. Wolf

APPENDIX A

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Step	Rate	Rate	Rate	Rate	Rate
1	13.00	13.35	13.60	13.85	14.10
2	13.35	13.62	13.85	14.27	14.40
3	13.50	13.81	14.11	14.50	14.65
4	13.70	13.97	14.28	14.62	14.85
5	13.90	14.18	14.49	14.84	15.06
6	14.20	14.48	14.80	15.16	15.39
7	14.75	14.97	15.30	15.67	15.90
8	15.10	15.40	15.74	16.12	16.36
9	15.70	16.10	16.45	17.15	17.41
10	16.54	17.04	17.58	18.11	18.62