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Contract Database Metadata Elements

Title: **Baldwin Union Free School District and Teaching Assistant Unit, Baldwin Teachers Association (2007)**

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

Union: **Teaching Assistant Unit, Baldwin Teachers Association**

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

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

PERB ID Number: **4538**

Unit Size: **23**

Number of Pages: **22**

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TAS | 4538

AGREEMENT

between

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

and

BALDWIN UNION FREE SCHOOL DISTRICT

July 1, 2007 - June 30, 2011

RECEIVED

FEB 18 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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



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This agreement is entered into this 8th day of April, 2008, by and between the Baldwin Union Free 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 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 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-five (35) minutes per day or 175 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 Secondary Schools 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 shall be required to work six (6) instructional periods. In the event a Teaching Assistant is required to work a seventh (7th) instructional period, additional compensation shall be provided.

Unit members shall be required to work one (1) additional hour per week for academic assistance. Such assistance may occur either before or after school and shall take place in unit members' customary assignment area whenever possible. The teacher shall provide the plans. Such time shall not be broken down into blocks of time less than one-half ($\frac{1}{2}$) hour. The District agrees to work cooperatively with the unit members in scheduling this additional work time.

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. Teaching Assistants shall not be required to attend those department meetings where the administrator in charge determines that their presence is not necessary.

Unit members shall be required to attend up to fifteen (15) hours per year of in-service training. If such training were to occur outside of the work day, after the first five (5) hours unit members shall be paid seventeen (\$17.00) dollars per hour for their time attending such service. The District agrees that it will permit a representative from the bargaining unit to participate when appropriate with the existing Contractual Hours Committee that reviews Administration requests for use of contractual hours.

ARTICLE V - COMPENSATION

Salary

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

2007/08	3.00 % + increment
2008/09	3.00 % + increment
2009/10	3.00 % + increment
2010/11	3.00 % + increment

Longevity shall be in addition to regular salary as follows:

Steps 11-14	\$ 800
Step 15	\$1,300

Step 16 \$1,650

Step 18 \$1,850

If a teaching assistant substitutes for a classroom teacher and takes over full responsibility for the assignment, the teaching assistant will receive an additional payment at the following per teaching period rates:

Steps 1-5 \$5.00 per teaching period

Steps 6-10 \$8.00 per teaching period

Steps 11 and beyond \$10.00 per teaching period

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 those 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.¹ 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

¹ Should the appropriate regulatory authorities adopt a rule that precludes dual coverage, payment shall be made to members of the unit who would thus be ineligible under the District's health insurance plans.

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 provide family dental coverage with an annual cap of \$1,000. Part-time teaching assistants shall receive fifty (50%) percent of such coverage. 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 year² 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 day be used for recreation, vacation, other employment or for business that can be accomplished at

² 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 ½) days per month worked.

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 five (5) 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.

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 (½) 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 approved 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 CONFERENCES

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 employees 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 - RETIREMENT INCENTIVE

The District shall provide a retirement incentive for eligible unit members. In order to be eligible for the retirement incentive, a teaching assistant must have a minimum of ten (10) years of service in the District as a full-time teaching assistant and a minimum of fifty (50) days in his/her accrued sick leave bank.

The retirement incentive formula for teaching assistants who are eligible is:

<u>Accrued Days</u>	<u>Payment Per Day</u>
49 days or less	\$ 0
50 days through 85 days	\$30
86 days through 120 days	\$40
121 days through 150 days	\$45
151 days through 190 days	\$55
191 days through 200 days	\$60

The retirement incentive maximum shall be \$12,000.

The retirement incentive will be paid in a single sum within thirty (30) calendar days of the teaching assistant's last working day or at a time, or times, mutually agreed upon by

the Superintendent or his/her agent and the teaching assistant. To be eligible for this retirement incentive unit members must notify the District by March 1st of their intent to retire as of June 30th of that year.

ARTICLE XVI - 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.

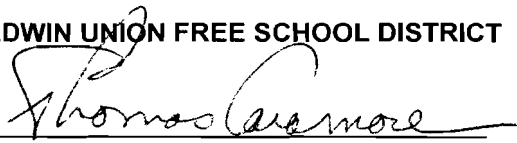
ARTICLE XVII - TERM OF CONTRACT

Unless otherwise specified, this contract shall become effective July 1, 2007 and shall remain in full force and effect to and including June 30, 2011, 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, 2011.


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 day of March, 2008.

BALDWIN UNION FREE SCHOOL DISTRICT

By 
Dr. Thomas Caramore
Interim Superintendent of Schools

BALDWIN TEACHING ASST. ASSOC.

By 
Marlene Asulin, President
Baldwin Teachers Association

By



Rosemarie Coletti
Assistant Superintendent
For Human Resources

By



Lillían Felicio
Baldwin Teaching Asst. Unit

BALDWIN UNION FREE SCHOOL DISTRICT
TEACHING ASSISTANT'S SALARY SCHEDULE

7/1/2007 - 6/30/2011

<u>STEPS</u>	<u>2007- 08</u>	<u>2008 - 09</u>	<u>2009 - 10</u>	<u>2010 - 11</u>
1	27,206	28,023	28,863	29,729
2	28,490	29,344	30,225	31,132
3	29,771	30,664	31,584	32,532
4	31,057	31,988	32,948	33,936
5	32,336	33,306	34,305	35,334
6	33,625	34,634	35,673	36,743
7	34,908	35,955	37,034	38,145
8	36,191	37,277	38,395	39,547
9	37,476	38,600	39,758	40,951
10	38,765	39,928	41,126	42,360
11	39,565	40,728	41,926	43,160
12	39,565	40,728	41,926	43,160
13	39,565	40,728	41,926	43,160
14	39,565	40,728	41,926	43,160
15	40,065	41,228	42,426	43,660
16	40,415	41,578	42,776	44,010
17	40,415	41,578	42,776	44,010
18	40,565	41,778	42,976	44,210

EXHIBIT A