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Contract Database Metadata Elements

Title: **Scarsdale Union Free School District and the Association of Scarsdale Teacher Aides and Assistants (2009)**

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

Union: **Association of Scarsdale Teacher Aides and Assistants**

Local:

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A10/6136

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE
SCARSDALE UNION FREE SCHOOL DISTRICT
and
THE ASSOCIATION OF SCARSDALE
TEACHERS AIDES AND ASSISTANTS
JULY 1, 2009 - JUNE 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 14 2009

ADMINISTRATION

220 employees

PREAMBLE

This Agreement is made and entered into as of July 1, 2009 by and between the Board of Education of the Scarsdale Union Free School District (hereinafter called "the Board") and the Association of Scarsdale Teacher Aides and Assistants (hereinafter called "the Association"), pursuant to Article 14 of the Civil Service Law.

ARTICLE 1

Recognition

The Board hereby recognizes the Association as the exclusive representative of a unit composed of teacher aides employed by the Board, excluding, however, per diem teacher aide substitutes, for the purpose of representing said employees in negotiations and in the settlement of grievances as provided in Article 14 of the Civil Service Law. This recognition shall extend continuously for the maximum period as provided by law.

ARTICLE 2

Dues Deduction

A. The business office of the Board shall collect dues of members of the Association, on behalf of the Association, by a system of authorized dues deductions. Every member of the bargaining unit who is not a member of the Association, shall within thirty (30) days after the initial date of employment, pay to the Association an agency shop fee. Such fee shall be the equivalent to the membership dues of the Association minus that portion of the dues allocated to political and social activities. Teacher aides shall sign and file dues deduction cards for this purpose with the business office, and thereafter, dues deduction cards will remain effective until withdrawn by the teacher aide or until the teacher aide's employment with the Board terminates. On or before September 15th of each year, the President of the Association shall inform the Assistant Superintendent for Business and Plant Services, in writing, of the exact amount of dues to be collected for each membership category. Deductions reported by September 15th will be made in ten (10) equal installments, beginning on or about October 15th. Deductions reported before the first day of any month after September 15th will be made no later than the second payroll after receipt of the new deductions report. Each such deduction shall be in the amount of 1/10th of the annual dues for the appropriate membership category.

The Association agrees that it shall indemnify and hold the Board harmless for dues and/or agency fees collected from members of the bargaining unit once they are transmitted to the Association.

B. The business office of the Board will make payroll deductions for contributions to the teachers' credit union as long as there are sufficient earnings to support the deduction after taxes.

ARTICLE 3

Association Rights

A. Bulletin Boards: The Board shall provide the Association with a bulletin board in each of the several schools and/or places of work of bargaining unit members. The bulletin board shall be in a prominent place and shall be for the exclusive use of the Association for notices and information relative to Association business.

B. Notice of Bargaining Unit Openings: The Board shall inform, in writing, the President of the Association of all openings for positions and vacancies within the bargaining unit. Every effort will be made to provide this notice prior to the position being filled.

C. Notice of Employees: The Board shall inform, in writing, the President of the Association of all new bargaining unit employees within thirty (30) days of their initial hire.

D. Copies of this Agreement: The Board shall furnish each present member of the bargaining unit with a copy of this Agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this Agreement by the Board.

E. Attendance in Court, PERB, or Arbitration Hearings: The Board shall permit members of the bargaining unit time off without loss of pay or benefits to attend Court or PERB Hearings, or arbitration hearings if such attendance is related to negotiations or administration of this Agreement, provided, however, that such time off shall be with the consent of the Superintendent, which shall not be unreasonably withheld.

ARTICLE 4

Notification of Assignment

Each member of the unit shall be notified by June 30 of each year of his/her tentative school and aide category assignment for the following school year. The member shall also be informed of tentative hours, if known.

ARTICLE 5

Performance Evaluation

1. Each member of the bargaining unit shall be evaluated at least once a year by an appropriate supervisor.

2. A written evaluation report shall be given to each member of the bargaining unit prior to the end of the school year.

3. At the request of either the member or evaluator a conference shall be held within ten (10) school days of the member's receipt of report.

4. The member shall sign the evaluation report to indicate only that he or she has read it. If the member refuses or neglects to sign it within ten (10) school days after receipt or within ten (10) school days after the conference, if one is requested, the report may be placed in the member's personnel folder without signature.

5. The member may attach a written response to the evaluation report. Such attachment must be made within fifteen (15) school days after receipt of the report or within fifteen (15) school days after the conference if one is requested.

6. The evaluation report and any response shall be placed in the member's personnel folder.

7. In the event a member of the bargaining unit receives an unsatisfactory evaluation he/she shall meet with the supervisor to review his/her performance. A plan for improvement shall be developed. The supervisor and the member of the bargaining unit will meet quarterly to assess progress. If the supervisor finds there is not sufficient improvement at the completion of the first year, and he/she is rated unsatisfactory, a plan for improvement shall be established for the second year under the direction of the principal. If the member of the bargaining unit's performance continues to be unsatisfactory by the end of the second year, he/she will remain on his/her current step of the salary schedule until such time as the principal and the supervisor agree that the employee's performance is satisfactory. A member of the bargaining unit who is rated unsatisfactory and is on the top of the salary schedule he/she will not be entitled to longevity payment until there is a demonstrated record of improvement and a satisfactory rating on the evaluation.

ARTICLE 6

Personnel Files

A. Any material to be placed in an employee's personnel file, which is evaluative of the employee's performance, shall be shown to the employee. The employee shall initial the material, but such initialing merely indicates he/she has seen the material and does not indicate agreement with the contents.

B. An employee shall have the right to submit a written response to any materials placed in his/her file and have it included in said file.

C. Employees shall have the right upon reasonable notice to review the contents of their personnel file and to have a copy of any document contained therein, except that pre-employment material shall not be subject to such a review or copying.

ARTICLE 7

Dismissal Conference

An employee dismissed for cause shall have the right to meet with the Superintendent or his designee to review the dismissal. The dismissal shall not be subject to the grievance procedure in this Agreement except that failure to grant the meeting provided for in this Article shall be subject to the grievance procedure.

ARTICLE 8

Leaves of Absence

A. Personal Illness:

1. In the first three years of employment, members of the bargaining unit shall be entitled to three (3) sick leave days per school year, with pay, per semester. Commencing in the fourth year of employment, members of the bargaining unit shall be entitled to ten (10) sick leave days with pay per school year. Employees shall be entitled to designate two (2) of the ten (10) days for illness in the immediate family. Immediate family shall be defined as in C. below. The district has the right to demand a doctor's note after an absence of three (3) days.

2. Bargaining unit members shall be entitled to accumulate up to fifty (50) sick leave days.

B. Sick Leave Bank: A sick leave bank shall be established in the amount of twenty- five (25) days per year which may be used by any member of the bargaining unit who has exhausted his/her personal accumulation except that no person may use more than five (5) days in any one school year. Each September the Board shall contribute twenty-five (50) days for this bank. However, those members who make a contribution of one (1) day per school year may use up to ten (10) days in that school year.

C. Death in the Family: Members of the bargaining unit shall be entitled to four (4) leave days per school year, with pay, for death in the family. "Family" shall be defined for this purpose to include spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother- in-law, or a person with whom the member has had an unusually close relationship.

D. Personal Leave: For the first four (4) years of employment, members of the bargaining unit shall be entitled to two (2) leave days per school year, with pay, for religious observance, illness, special event or emergency in the immediate family. Immediate family shall be defined as in C. above. Commencing with the fifth year of employment, member of the bargaining unit shall be entitled to three (3) personal leave days, with pay.

E. Jury Duty: Members of the bargaining unit serving jury duty shall be excused without salary deduction and without charge to allowable leave under any other section of this Agreement. Salary received for jury duty must be repaid to the school district.

ARTICLE 9

Salary

A. In each of the three (3) years of the agreement the salary schedules for school aides, teacher aides, and principal aides shall increase as follows.

B. Bargaining unit members will receive their paychecks on the first of the month.

2009/10 Salary Schedule

School Aides: Attendance, Computer (data-input), Clerical-office, Clerical-classroom, A.V., Security.

<u>Step</u>	<u>Hourly Rate</u>
1	\$14.11
2	\$14.57
3	\$15.09
4	\$15.68
5	\$16.24
6	\$16.78
7	\$17.36
8	\$18.05
9	\$18.68
10	\$19.32
L	\$20.32
L1	\$20.57
L2	\$20.82

Teacher Aides: A.V., Cafeteria, Chapter I, Classroom, Computer Center, E.S.L., Handicapped, Library, Skills, Learning Center.

<u>Step</u>	<u>Hourly Rate</u>
1	\$15.77
2	\$16.27
3	\$16.82
4	\$17.46
5	\$18.07
6	\$18.72
7	\$19.35
8	\$20.12
9	\$20.83
10	\$21.55
L	\$22.55
L1	\$22.80
L2	\$23.05

Principal Aides

<u>Step</u>	<u>Hourly Rate</u>
1	\$16.60
2	\$17.22
3	\$17.80
4	\$18.47
5	\$19.13
6	\$19.78
7	\$20.47
8	\$21.28
L	\$22.28
L1	\$22.53
L2	\$22.78

2010/11 Salary Schedule

School Aides: Attendance, Computer (data-input), Clerical-office, Clerical-classroom, A.V., Security.

<u>Step</u>	<u>Hourly Rate</u>
1	\$14.21
2	\$14.67
3	\$15.19
4	\$15.83
5	\$16.39
6	\$16.93
7	\$17.51
8	\$18.30
9	\$18.93
10	\$19.57
L	\$20.57
L1	\$20.82
L2	\$21.07

Teacher Aides: A.V., Cafeteria, Chapter I, Classroom, Computer Center, E.S.L., Handicapped, Library, Skills, Learning Center.

<u>Step</u>	<u>Hourly Rate</u>
1	\$15.87
2	\$16.37
3	\$16.92
4	\$17.61
5	\$18.22
6	\$18.87
7	\$19.50
8	\$20.37
9	\$21.08
10	\$21.80
L	\$22.80
L1	\$23.05
L2	\$23.30

Principal Aides

<u>Step</u>	<u>Hourly Rate</u>
1	\$16.70
2	\$17.32
3	\$17.90
4	\$18.62
5	\$19.28
6	\$19.93
7	\$20.62
8	\$21.53
L	\$22.53
L1	\$22.78
L2	\$23.03

2011/12 Salary Schedule

School Aides: Attendance, Computer (data-input), Clerical-office, Clerical-classroom, A.V., Security.

<u>Step</u>	<u>Hourly Rate</u>
1	\$14.31
2	\$14.77
3	\$15.29
4	\$15.98
5	\$16.54
6	\$17.08
7	\$17.66
8	\$18.55
9	\$19.18
10	\$19.82
L	\$20.82
L1	\$21.07
L2	\$21.32

Teacher Aides: A.V., Cafeteria, Chapter I, Classroom, Computer Center, E.S.L., Handicapped, Library, Skills, Learning Center.

<u>Step</u>	<u>Hourly Rate</u>
1	\$15.97
2	\$16.47
3	\$17.02
4	\$17.76
5	\$18.37
6	\$19.02
7	\$19.65
8	\$20.62
9	\$21.33
10	\$22.05
L	\$23.05
L1	\$23.30
L2	\$23.55

Principal Aides

<u>Step</u>	<u>Hourly Rate</u>
1	\$16.80
2	\$17.42
3	\$18.00
4	\$18.77
5	\$19.43
6	\$20.08
7	\$20.77
8	\$21.78
L	\$22.78
L1	\$23.03
L2	\$23.28

C. Longevity: All bargaining unit employees shall receive longevity as follows:

1. An additional \$1.00 after completion of ten (10) years of employment.
2. An additional \$.25 per hour for a total of \$1.25 after completion of fifteen (15) years of employment.
3. An additional \$.25 per hour for a total of \$1.50 after completion of twenty (20) years of employment.

D. Members of the bargaining unit whose employment begins prior to February 1 of any school year will be advanced one step on the appropriate schedule as of September 1 of the following school year; members whose employment begins between February 1 and the close of the school year will be advanced one step on the appropriate schedule as of the September 1 following completion of a full year's service.

E. Superintendent's Conference Day: Bargaining unit members scheduled to work on a day of the week designated by the school district as a Superintendent's Conference Day, shall be paid their regular salary for such day.

F. In the event that school is closed due to adverse weather, members of the bargaining unit shall be paid their regular pay for such day or part thereof.

ARTICLE 10

Holidays

A. Bargaining unit members shall be granted six (6) paid holidays: Columbus Day, Thanksgiving, the Friday after Thanksgiving, Memorial Day, Christmas Day, and New Years' Day. Pay for such days shall be based on the employee's average daily working hours.

B. For employees hired on or after July 1, 2006, during the first three (3) years of employment, employees shall be paid for holidays two (2) times a year (at the end of each semester), if they worked the entire semester.

ARTICLE 11

Substitute Pay

A. In the event employees are asked to substitute for a teacher, they shall be compensated according to the Substitute Teacher Salary Schedule or prorated per period, if not acting as a substitute for a full day.

B. In the event that bargaining unit members are asked to substitute for secretaries or principal aides, employees shall be compensated on the substitute secretary salary schedule or their regular salary, whichever is greater.

ARTICLE 12

Grievance Procedure

A. Declaration of Policy: It is the declared purpose of these procedures to provide a means of orderly settlement of differences between the parties, promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.

B. Definitions:

1. "Grievance" shall mean a claim by an employee or group of employees that as to them there has been a violation, misinterpretation, misapplication or inequitable application of the provisions of this Agreement.

2. "Grievant" shall mean an employee or group of employees having the same grievance. The Association may bring a grievance if it affects a group of employees and appears to have system-wide implication.

3. "Days" when used in the Article shall mean days when school is in session.

C. Basic Principles:

1. At all stages of this procedure the employee shall have the right to be represented by a person or persons of his/her own choice. If such person is not a representative of the Association, the Association shall have the right to be present and to be heard at all stages.

2. All hearings shall be confidential.

3. Hearings shall be held after the workday, except by mutual agreement of the parties.

4. Forms of filing shall be developed by the parties. The Board shall have the responsibility of having copies of such forms duplicated and available.

5. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance except as such documents may be confidential memoranda or working papers.

6. No reference to or records of a grievance shall be placed in the grievant's file.

7. No interference, coercion, restraint, discrimination or reprisal will be taken by the Board against the grievant, any representative of the Association, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

D. Level I-Immediate Supervisor

1. Within twenty (20) days of the action complained of, an employee may present his/her grievance in writing to the Immediate Supervisor. The statement of grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this agreement alleges to have been violated, and the redress sought.

2. Within seven (7) days after receipt of the grievance the Immediate Supervisor shall hold a meeting with the grievant and his/her representative. The Immediate Supervisor shall render a decision in writing setting forth the reasons for the decision no later than five (5) days after such meeting.

E. Level II-Superintendent of Schools

1. If the grievance is not satisfactorily resolved at Level I, within ten (10) days after the decision of the Immediate Supervisor, the grievant may file an appeal in writing with the Superintendent of Schools.

2. Within ten (10) days after receipt of the appeal, the Superintendent or his designee shall hold a hearing at which the grievant and his/her representative shall be present.

3. Within ten (10) school days after the conclusion of the hearing, the Superintendent or his designee shall render a decision in writing, setting forth the reasons for the decision, to the grievant and the Association.

F. Level III-Arbitration

1. If the grievance is not satisfactorily resolved at Level II, within fifteen (15) days after the decision of the Superintendent or his designee, the grievant or the Association may submit the grievance to arbitration, with the selection of the arbitrator and the proceedings to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The decision of the arbitrator shall be advisory only.

3. The arbitrator's charges shall be shared equally by the parties.

ARTICLE 13

Nondiscrimination

The Board and the Association agree to continue the policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, sex, marital status, or age.

ARTICLE 14

Savings Clause

If any provision of this Agreement shall be held contrary to law, then such provision shall not be applicable nor performed nor enforced except to the extent permitted by law but all such other provision of this Agreement shall remain in full force and effect.

ARTICLE 15

Board Rights

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the School District and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 16

No Strike Provision

The Association affirms that it does not and will not assert the right to strike against the Board and that it does not and will not assist or participate in any such strike, work stoppage or other concerted refusal to perform work, or impose any obligation to conduct, assist or participate in any such strike, work stoppage or other concerted refusal to perform work.

ARTICLE 17

Legislative Action

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 therefore shall not become effective until the appropriate legislative body had given approval.

ARTICLE 18

Duration and Scope of Agreement

A. This Agreement shall become effective July 1, 2009 and shall remain in full force and effect until June 30, 2012.

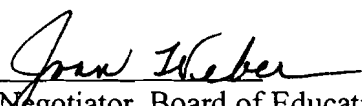
B. This Agreement constitutes the full and complete agreement between the parties and shall not be modified, deleted from, added to, superseded or altered without the written agreement of the parties after appropriate good faith negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the
day of

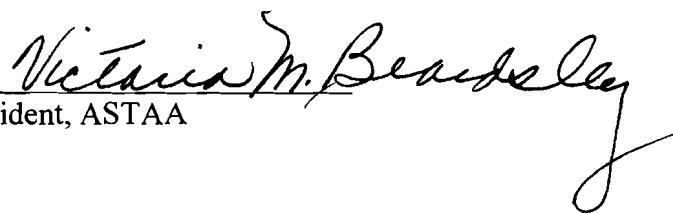
BOARD OF EDUCATION OF
SCARSDALE UNION FREE
SCHOOL DISTRICT

BY: 
President, Board of Education


Superintendent of Schools


Chief Negotiator, Board of Education

ASSOCIATION OF TEACHER
AIDES & ASSISTANTS

BY: 
President, ASTAA