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#### **Contract Database Metadata Elements**

Title: **East Rockaway Union Free School District and East Rockaway Teacher Aides Association (2009) (MOA)**

Employer Name: **Towanda City School District**

Union: **East Rockaway Teacher Aides Association**

Local:

Effective Date: **07/01/2009**

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AGREEMENT

Between The

EAST ROCKAWAY TEACHER AIDES ASSOCIATION

and the

BOARD OF EDUCATION  
EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

Effective July 1, 2009 - June 30, 2012

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Article I - Recognition

The East Rockaway Union Free School District recognizes the East Rockaway Teacher Aides Association, Chapter of the East Rockaway Teachers Association, as the exclusive bargaining agent for all teacher aides with the District.

Article II - Deductions

Section 1. The District agrees to make payroll deduction for Association membership dues from employees who have signed authorization cards in accordance with Section 93-b of the General Municipal Law and Article 14 of the Civil Service Law. Such deductions shall be made on the first day of each month and transmitted to the Association within 15 days.

Section 2. Within 30 days after the mutual ratification of this agreement and in subsequent year by October 1st or within 30 days after the commencement of employment, whichever is later, each member of the bargaining unit who is not a member of the Association shall as a condition of continued employment pay to the Association an agency fee. The Board shall deduct from the salary of any unit member who is not a member of the Association an amount equal to the dues payable by a member of the Association. Such amount shall be transmitted to the Association within 15 days.

Article III - Workday/Workyear

1. The Workyear for Teacher Aides shall be 180 days;
2. The Workday for Teacher Aides shall not be longer than the academic day of the building to which assigned.
3. Any additional hours of work that become available during the year shall be offered to unit members who have had work hours reduced and to unit members who have been excessed and are on a recall list.
4. Any unit member who works 5 consecutive hours in a workday shall receive a break of 15 minutes.
5. When administratively feasible, schedules shall be distributed to unit members prior to the first day of school for students.

Article IV - Seniority

In the event of a reduction in force in this bargaining unit, layoff shall be based upon seniority in the teacher aide bargaining unit.

Article V - Health Insurance

1. Effective July 1, 2003, individual health insurance shall be available to all employees who have been in the position of Teacher's Aide for 10 years and are scheduled for 5.25 hours or more per day. Unit members shall contribute 50% of the cost of the plan.
2. Unit members shall have the option to decline or withdraw from participation in the New York State Health Insurance Plan. Unit members who exercise this option must notify the District in writing by June 15 and shall receive in the last paycheck in the following June a lump sum of One Thousand (\$1000.00) Dollars. The open period for health insurance changes shall be May 1 through June 15 in the absence of qualifying events as defined in the health insurance plan.
3. Those members who currently have health insurance shall continue to be eligible for coverage. Effective July 1, 2003 unit members continuing coverage from prior years shall contribute 15% of the premium; however, in no case shall such contribution exceed 2% of the unit member's base salary.
4. Unit members who had health insurance prior to July 1, 2003 and choose to decline coverage or reduce coverage from family to individual shall continue to receive 50% of the premium savings in the same manner and conditions as set forth in Article V.2.
5. The minimum requirement for carrying Health Insurance into retirement is 20 years of District service and 55 years of age.

Article VI - Dental Insurance

The District will provide dental coverage for members of the unit as currently provided under the plan designated by the East Rockaway Teachers' Association Benefit Trust. The District will contribute to the cost of dental insurance as follows:

Effective 7/1/09:	\$600 per year
Effective 7/1/10:	\$650 per year
Effective 7/1/11:	\$700 per year

Article VII - Personnel Files

A Teacher Aide shall be given the opportunity to examine his/her personnel file, to receive copies of material entered and an opportunity to insert a response to any items contained therein.

Article VIII - Compensation

Effective July 1, 2009, the salary schedule shall be increased by three percent (3%) plus increment.

Effective July 1, 2010, the salary schedule shall be increased by two and three quarters

percent (2.75%) plus increment.

Effective July 1, 2011, the salary schedule shall be increased by two and three quarters percent (2.75%) plus increment.

Unit members must have worked a minimum of 50% of the prior school year in order to be eligible for advancement to the next salary step, provided, however, that absences due to an on-the-job injury shall not disqualify a unit member who would otherwise qualify for step advancement.

Upon completion of 10 years of District service in the position of teacher aide and in every year thereafter, unit members shall receive a longevity payment of \$400. Upon completion of 13 years of service as a teacher aide in the District and in every year thereafter, unit members shall receive an additional longevity payment of \$400.

Article IX -            Jury Duty

A unit member shall be granted leave for jury duty, when called, at full pay less fees paid for such service.

Article X -            Grievance

Definition

A Grievance is a claim by any employee or group of employees in the negotiating unit, of any claimed violation, misinterpretation, misapplication or inequitable application of any provision or term of this agreement.

Procedures

The Board and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration or of the Association against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Time Limits

Written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage with ten (10) school

days after the employee knew or should have known of the act or condition on which the grievance is based.

#### Extension of Time Between Stages

Upon written notice, the Association or the Board will be granted an extension of time between each stage of the grievance not to exceed an additional five school days.

#### Stages of the Grievance Procedure

##### \* Stage 1 - Immediate Supervisor

Upon submission of a grievance to the employee's immediate supervisor, the immediate supervisor will hold an informal conference within five school days for the purpose of resolving the grievance. The immediate supervisor will render a written decision within five school days after the conference. If the employee considers the decision to be unsatisfactory, the Association may appeal the decision to Stage 2.

##### \* Stage 2 - Superintendent of Schools

Upon receipt of a grievance, the Superintendent will hold a hearing within ten school days of receipt of said grievance.

The Superintendent will render a written decision within ten school days after the hearing.

A grievance may be filed initially at Stage 2 when it concerns a matter not within the immediate school administrator's authority.

If the Association considers the decision to be unsatisfactory, the Association may file a Demand for Arbitration with the American Arbitration Association.

##### \* Stage 3 - Arbitration Association

- a. If the Association is not satisfied with the decision at Stage 2, the Association may within fifteen (15) school days of the decision at Stage 2, request advisory review by one of the following persons:
  1. Bonnie Siber Weinstock
  2. Rosemary Townley
  3. Roger Maher
- b. Within twenty (20) school days of his or her appointment, the Advisory Arbitrator shall conduct a hearing at which all parties concerned shall be present. All records relative to the grievance shall be made available to the Advisory Arbitrator.

- c. Within ten (10) school days following the close of the hearing, the Advisory Arbitrator shall render a report containing a statement of his or her finds and conclusions to the Parties. Copies of such reports shall be made available to all parties concerned. Such decision shall be advisory on the parties.

Article XI - Leaves

- a. Sick Leave - Each unit member shall be eligible for twelve sick days per year for personal illness or illness in the immediate family. Sick days shall be cumulative. "Immediate family" for purposes of this paragraph shall mean spouse, domestic partner, dependent child or dependent step-child, parent, step-parent, or other dependent living in the unit member's household. In addition, a unit member may use up to five days of the unit member's accumulated sick leave to care for a non-dependent adult child/step-child suffering from a catastrophic illness or accident.
- b. Personal Leave - Each unit member shall be eligible for two personal leave days per year. Unused personal leave days will be rolled over into an employee's sick leave bank. Unit members requesting to use personal leave immediately prior to or immediately following a holiday must obtain the prior approval of the Superintendent of Schools.
- c. Bereavement Leave - Each unit member shall be eligible for five bereavement days to be used in the event of a death in the immediate family. "Immediate family" for purposes of this paragraph shall mean spouse, domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, sibling, son/daughter-in-law, parent-in-law, or any dependent living in the unit member's household. Unit members shall be permitted one day for the funeral of an aunt, uncle, niece, nephew, brother/sister-in-law.
- d. Payment of Unused Sick Leave Upon Retirement - Unit members with 15 years of service as a Teacher's Aide shall be compensated for unused sick leave at the rate of one day's compensation for each two days of accrual over 90 days. Sick leave payout amounts will not exceed \$2,000 for unit members retiring on or after July 1, 2006; \$2,200 for unit member retiring on or after July 1, 2007; and, \$2,500 for unit members retiring on or after July 1, 2008.

Article XII - Educational Incentive

Effective July 1, 2006, unit members shall receive payment of \$750 upon completion of the equivalent of three credits of job-related in-service or college courses or adult education courses. Such courses shall be subject to the prior approval of the Superintendent of Schools.

Article XIII - Miscellaneous

- a. Superintendent Conference Days and Staff Development



Unit members shall be required to participate in Superintendent's conference days as follows: unit members assigned to the high school must attend all three half day superintendent conference days; unit members assigned to elementary schools must attend two half-day superintendent's conference days of the superintendent's choice, as well as attend school on the last day in June, which shall be a half day. Compensation shall be at the unit member's regular hourly rate.

b. Child Abuse Certification

All unit members will be provided with training leading to Child Abuse Certification and be compensated for additional hours.

c. First Aid and AED Training

All unit members will participate in First Aid and AED Training and be compensated for additional hours.

d. Training

Unit members shall be required to attend training as assigned by the District; however, training shall not be scheduled before 8:00 a.m. or after 3:00 p.m., or on non-scheduled workdays.

e. New Hires

The District will notify the unit president when new unit employees are hired.

f. Posting of Vacancies

New or vacant positions in the bargaining unit shall be posted in all school buildings.

g. Notice of Reasonable Assurance of Employment

Unit members will be notified no later than the last day of school regarding their continued employment for the following school year.

Article XIV -            Duration

July 1, 2009 - June 30, 2012.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties this  
26 day of July, 2010.

EAST ROCKAWAY TEACHER AIDES ASSOCIATION

By: Jerrilyn Kosman  
Jerrilyn Kosman, President

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

By: Roseanne Melucci  
Dr. Roseanne C. Melucci, Superintendent



# East Rockway UFSD

## Salary Schedule Chart

### 2009-10 Salary Schedule TEACHER'S AIDES

Salary Grade	
Salary Step	TCHR AIDE
A	\$13.24 ✓
1	\$15.07 ✓
2	\$16.66 ✓
3	\$18.22 ✓
4	\$18.70 ✓
5	\$19.15 ✓
6	\$19.71 ✓
7	\$20.11 ✓
8	\$20.46 ✓
9	\$20.82 ✓
10	\$20.82
11	\$20.82
12	\$20.82
13	\$20.82
14	\$20.82
15	\$20.82
16	\$20.82
17	\$20.82
18	\$20.82
19	\$20.82
20	\$20.82
21	\$20.82
22	\$20.82
23	\$20.82
24	\$20.82
25	\$20.82
26	\$0.00
27	\$0.00
28	\$0.00
29	\$0.00

APPROVED  
*Marcy [Signature]*  
4/21/10



7

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT  
East Rockaway, New York  
Regular Meeting of the Board of Education  
7:30 P.M., March 23, 2010 East Rockaway Jr./Sr. High School  
Preceded by a Presentation on Mathematics and a Public Form

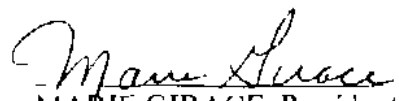
AGENDA

Other Items.

11. Approve the following resolution:

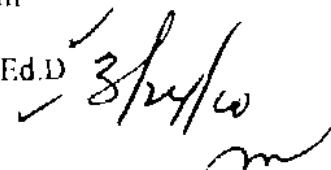
BE IT HEREBY RESOLVED that the Board of Education of the East Rockaway Union Free School District approves the terms of the Memorandum of Agreement dated March 18, 2010, between the District and the East Rockaway Teachers Aides Association regarding the terms and conditions of employment for the District's teacher aides unit employees for the period July 1, 2009 through June 30, 2012.

BE IT FURTHER RESOLVED that the Superintendent of Schools is authorized to execute the resulting collective bargaining agreement on behalf of the Board of Education.

  
MARIE GIRACE, President  
Board of Education

Forward to Marcy Tannenbaum

cc: Roseanne C. Melucci, Ed.D  
Connie Florio, Payroll



11/11/11

**MEMORANDUM OF AGREEMENT  
BETWEEN THE BOARD OF EDUCATION OF THE  
EAST ROCKAWAY UNION FREE SCHOOL DISTRICT  
AND THE  
EAST ROCKAWAY TEACHER AIDES ASSOCIATION**

The negotiating teams representing the Board of Education of the East Rockaway Union Free School District ("District") and the East Rockaway Teacher Aides Association ("Association") have negotiated in good faith and have reached tentative agreement with respect to the terms and conditions of employment for the members of the teacher aides' bargaining unit for a successor to the collective bargaining agreement which expired June 30, 2009. The parties agree that, except as noted below, the terms of the parties' 2006-2009 agreement shall remain in full force and effect. The members of the bargaining teams hereby acknowledge their legal obligation to affirmatively support the terms of this Memorandum of Agreement, which shall be subject to ratification of the members of the bargaining unit and approval by the Board.

**Duration:** July 1, 2009 - June 30, 2012.

**Salary:** Effective 7/1/09: 3% + increment  
Effective 7/1/10: 2.75% + increment  
Effective 7/1/11: 2.75% + increment

**Step Advancement:** Unit members must have worked a minimum of 50% of the prior school year in order to be eligible for advancement to the next salary step, provided, however, that absences due to an on-the-job injury shall not disqualify a unit member who would otherwise qualify for step advancement.

**Longevity:** \$400 after completion of 13 years of service as a teacher aide in the District, and continuing each year thereafter.

**Layoff:** Amend Article IV to read as follows:

"In the event of a reduction in force in this bargaining unit, layoff shall be based upon seniority in the teacher aide bargaining unit."

**Health Insurance:** Amend Article V, section 2 to read in its entirety as follows:

"2. Unit members shall have the option to decline or withdraw from participation in the New York State Health Insurance Plan. Unit members who exercise this option must notify the District in writing by June 15 and shall receive in the last paycheck in the following June a lump sum of One Thousand Dollars (\$1,000.00). The open period for health insurance changes shall be May 1 through June 15 in the absence of qualifying events as defined in the health insurance plan."



**Dental Insurance:** Amend Article VI as follows:

Effective 7/1/09: \$600 per year

Effective 7/1/10: \$650 per year

Effective 7/1/11: \$700 per year.

**Superintendent Conference Days and Staff Development; Training; Posting; Notice of Reasonable Assurance of Employment:** Amend Article XIII ("Miscellaneous") as follows:

Paragraph a: Replace current language with the following:

**"a. Superintendent Conference Days and Staff Development**

"Unit members shall be required to participate in Superintendent's conference days as follows: unit members assigned to the high school must attend all three half day superintendent conference days; unit members assigned to elementary schools must attend two half-day superintendent's conference days of the superintendent's choice, as well as attend school on the last day in June, which shall be a half day. Compensation shall be at the unit member's regular hourly rate.

Paragraph d: Re-letter current provision as paragraph "e" and add the following new provision as paragraph "d":

**"d. Training**

"Unit members shall be required to attend training as assigned by the District; however, training shall not be scheduled before 8:00 a.m. or after 3:00 p.m., or on non-scheduled workdays."

Paragraph f: Add the following new provision:

**"f. Posting of Vacancies**

"New or vacant positions in the bargaining unit shall be posted in all school buildings."

Paragraph g: Add the following new provision:

**"g. Notice of Reasonable Assurance of Employment**

"Unit members will be notified no later than the last day of school regarding their continued employment for the following school year."

**Sick Leave:** Amend Article XI paragraph a "Sick Leave" by adding the following:

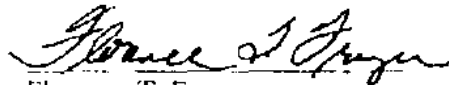
"Immediate family" for purposes of this paragraph shall mean spouse, domestic partner, dependent child or dependent step-child, parent, step-parent, or other dependent living in the unit member's household. In addition, a unit member may use up to five days of the unit member's accumulated sick leave to care for a non-dependent adult child/step-child suffering from a catastrophic illness or accident."

**Bereavement Leave:** Amend Article XI paragraph c "Bereavement Leave" to read in its entirety as follows:

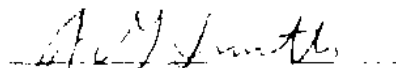
"c. Bereavement Leave. Each unit member shall be eligible for five bereavement days to be used in the event of a death in the immediate family. "Immediate family" for purposes of this paragraph shall mean spouse, domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, sibling, son/daughter-in-law, parent-in-law, or any dependent living in the unit member's household. Unit members shall be permitted one day for the funeral of an aunt, uncle, niece, nephew, brother/sister-in-law."

Dated: East Rockaway, New York  
March 8, 2010

For the District:

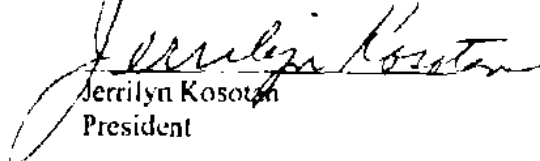


Florence T. Frazer  
Labor Counsel



Fred Smith  
Interim Business Official

For the Association:



Jerrilyn Kosota  
President

\_\_\_\_\_  
Judi Fuller

