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**AGREEMENT**

**between**

**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT**

**Centereach, New York**

**and**

**MIDDLE COUNTRY ASSOCIATION OF**

**TEACHER AIDES**

**July 1, 2013 to June 30, 2016**

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## **1.0 THE AGREEMENT**

### **1.1 Term of Agreement**

This agreement shall be effective July 1, 2013, and all terms and conditions shall remain in force and effect until June 30, 2016, except as hereinafter otherwise specially provided.

### **1.2 Past Better Conditions**

Any "terms and conditions of employment" not specifically covered herein shall not be changed during the life of this agreement without prior negotiations with the Association.

### **1.3 Required Notice**

The following notice is included in this agreement as required by law:

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.

### **1.4 Changes in Personnel Policy**

Should the District contemplate changes in personnel policy that involve "terms and conditions of employment" which are not covered by this agreement, and which would affect any or all of the employees covered by this agreement, the District shall apprise the Association of such changes, and notification shall be given not later than ten

(10) working days prior to such action or change. Such changes shall not be implemented prior to discussion with the Association, if discussion is requested.

**1.5** The Association and the employees recognize the right of the District to legislate and regulate work rules for all employees of the District as provided by law. The Association and employees further recognize the right of the District to manage its affairs and to direct the work force, and to be able to make all decisions as to the operation of the school system and its work force, including, but not limited to, the increase and/or decrease of the work force, discipline, and all other rights normally inherent in management, except as is otherwise limited by the terms of this agreement.

## **2.0 ASSOCIATION STATUS AND RIGHTS**

### **2.1 Recognition and Leave**

(a) The District recognizes the Association as the exclusive representative for the purposes of collective negotiations and pursuant to Article 14 of the Civil Service Law of all teacher aides and attendance aides including part-time employees, but excluding substitute and temporary employees. The period of unchallenged exclusive recognition shall continue through the maximum period allowable by law.

(b) Assignment of work to clerical/data processing and teacher aides and/or attendance aides shall be done in accordance with past practice of the parties.

(c) Union Business - Up to a maximum of forty-eight (48) hours per year shall be available for Association business. Prior approval must be secured from the Superintendent or his/her designee and the individuals' immediate Supervisor. Approval shall not be unreasonably withheld.

## **2.2 Dues Deduction**

At the member's request, the District shall deduct from pay dues as designated by the Association for membership in the Association on the basis of individually signed, voluntary deduction authorization cards, in form agreed to by the District and the Association.

## **2.3 Agency Fee**

The District does hereby agree to an agency fee. Each employee who is not a member of the Association will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee, provided, however, that each employee have available to him/her membership in the MCATA on the same terms and conditions as are available to every other member of the Association.

The service charge shall be certified to the District by the MCATA.

The District shall deduct such fee in the same manner as the membership dues are deducted.

The amount collected for the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization for activities or causes of political or ideological nature, except as incidentally related to terms and conditions of employment.

The MCATA shall establish appeal procedures for individuals challenging the agency fee in accordance with state and federal law.

The MCATA shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

The MCATA shall supply the District with a list of names of nonmembers at least fifteen (15) days prior to the deduction of any agency fee.

## **2.4 Grievance Procedure**

(a) Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1 - The Association shall initiate the grievance with the immediate supervisor of the employee or employees involved within fifteen (15) working days of when the Association knew or should have known of its occurrence. The Supervisor shall then attempt to adjust the matter, and shall respond to the Association within five (5) working days. The Association shall receive a written response to a grievance at Step 1, if the grievance is submitted in writing on the appropriate form.

STEP 2 - If the grievance has not been settled, it shall be presented, in writing, by the Association to the Superintendent's designee within seven (7) working days after the Supervisor's response is due. The Superintendent's designee shall respond to the Association, in writing, within five (5) working days.

STEP 3 - If the grievance determination by the Superintendent or his/her designee is found to be unsatisfactory, the Association may petition the Board of Education to

review the decision of the Superintendent or his/her designee in Executive Session within two (2) calendar weeks. The Board of Education shall respond, in writing, to the Association within five (5) working days after the review of the grievance.

STEP 4 - (a) If the grievance is still unsettled, the Association may, within fifteen (15) working days after the reply of the Board of Education is due, by written notice to the Board, indicate its intention to arbitrate.

(b) Failure to respond within the indicated time limits shall allow an appeal as if a denial had been made the last day possible.

(c) Nothing in this grievance procedure shall prevent any employee from initiating and processing a grievance, but only the Association can request arbitration. In the event an employee initiates a grievance, the Association shall be given the opportunity to participate in all proceedings.

(d) When an employee has a grievance pending, filed by the Association, no representative of the District shall discuss the grievance or related conditions of employment with that employee, unless a representative of the Association shall be present.

(e) Processing of grievances prior to arbitration shall be held during regular working hours. Arbitration proceedings shall be conducted after regular working hours. The cost of the arbitrator shall be shared by the parties.

(f) Whenever the Association initiates a grievance on its own behalf, the grievance procedure shall commence at Step 2 above.

## **2.5 Arbitration**

(a) Selection of the arbitrator shall be made pursuant to the Voluntary Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, modify or delete from the provisions of this agreement, but shall only be empowered to interpret the provisions herein.

(b) The decision of the arbitrator shall be final and binding upon all parties, and shall be complied with promptly.

## **2.6 No Strikes**

The Association affirms that it does not assert the right to strike against the District or any government, nor will it assist or participate in any such strike, nor impose an obligation to conduct a strike, or participate in such a strike.

## **2.7 Representative Status**

The Association affirms it will represent all employees in the unit described in Section 2.1 above without regard to whether or not they are members of the Association.

## **2.8 Involuntary Transfers**

It is hereby agreed that, except in emergency situation, the Association shall be given ten (10) days prior notice of involuntary transfers of employees. Every reasonable effort will be made to permit full discussion of the employee's view with respect to the pending transfer.

## **3.0 RETIREMENT PROGRAM**

Effective July 1, 1989, all employees, including aides, shall be included under Section 75(i) of the New York State Retirement and Social Security Law, the cost of

which shall be fully paid by the District, except for those employees required by law to contribute to the Retirement System.

#### 4.0 COMPENSATION

##### 4.1 Salary

The pay of teacher aides and/or attendance aides shall be according to the following schedule:

The 2012-2013 salary schedule shall remain in effect for the 2013-2014 school year. No step movement (increment) shall be authorized for the 2013-2014 school year.\*

For 2014-2015 the 2013-2014 salary schedule shall be increased by 1%. Effective July 1, 2014, the applicable step movement shall resume.

For 2015-2016 the 2014-2015 salary schedule shall be increased by 1%.

\*(Note: this means that an employee on Step 1 of the applicable salary schedule in 2012-2013 shall remain on Step 1 for the 2013-2014 school year and shall not move to Step 2 of such schedule until 2014-2015).

|             | 2013-2014 | 2014-2015 | 2015-2016 |
|-------------|-----------|-----------|-----------|
| <u>STEP</u> |           |           |           |
| 1           | \$15.57   | \$15.73   | \$15.89   |
| 2           | \$16.38   | \$16.55   | \$16.72   |
| 3           | \$16.72   | \$16.89   | \$17.06   |
| 4           | \$17.25   | \$17.43   | \$17.61   |
| 5           | \$17.80   | \$17.98   | \$18.16   |
| 6           | \$18.33   | \$18.52   | \$18.71   |
| 7           | \$18.87   | \$19.06   | \$19.25   |
| 8           | \$19.40   | \$19.60   | \$19.80   |

The teacher aides shall be paid an additional two dollars and fifty cents (\$2.50) per hour only on such days when the teacher aide's responsibilities include assisting in the physical act of toileting and/or diapering (not to include merely escorting the student to

and/or from the bathroom facility) a student with a disability in accordance with that student's Individualized Education Plan.

**4.2** Step movement on the salary schedule shall occur on July 1 only. To be eligible for said movement, the employee must have been employed by the District prior to February 1 of that year.

**4.3 Longevity**

Teacher aides and/or attendance aides shall receive the following cumulative longevity payments effective July 1, 2013:

|  |          |
|--|----------|
| After ten (10) years of service<br>with the District .....     | \$250.00 |
| After fifteen (15) years of service<br>with the District ..... | \$300.00 |
| After twenty (20) years of service<br>with the District .....  | \$400.00 |

The longevity payment shall be made in a lump sum in the first December which occurs after ten (10) years of service, continuing annually thereafter.

**5.0 SENIORITY LAYOFF**

Teacher aides and/or attendance aides shall, if and when necessary, be laid off in order of least seniority: the last person hired being the first person to be laid off, and the last person laid off being the first to be recalled, provided the more senior employee is qualified to perform the work available.

An employee who is recalled shall, upon return to duty, be compensated at the same step as she was paid during the last year of service if she worked less than the full year, and at the next step, if applicable, if she worked the full year. An employee who rejects an offer to be recalled, shall not be entitled to recall thereafter.

## **6.0 HOURS**

Except as set forth below, the District shall utilize all teacher aides and/or attendance aides on a six (6) hour per day basis. Teacher aides assigned to students classified as handicapped and requiring teacher aide services in accordance with an Individualized Education Program, and teacher aides assigned to special education classes may be assigned six hours and forty minutes per day in the middle schools and six hours and forty-five minutes per day in the high schools.

## **6.1 COMMENCEMENT OF WORK YEAR**

Unit members shall report for the start of work in each school year on the day teachers report.

## **7.0 OUTSIDE DUTIES**

Except in emergencies, the outdoor duties of teacher aides and/or attendance aides shall be performed on a rotational basis.

## **8.0 CREDIT UNION DEDUCTIONS**

Teacher aides and/or attendance aides shall be entitled to payroll deductions for the Credit Union.

## **9.0 SICK LEAVE**

Teacher aides and/or attendance aides shall have ten (10) paid sick days per school year. Teacher aides and/or attendance aides may accumulate up to one-hundred twenty (120) sick days. Unit members shall be permitted to cash out unused accumulated sick leave upon retirement from the District and the New York State Employees' Retirement System at the rate of one (1) day for every five (5) days accumulated.

## **9.1 PERSONAL DAYS**

Teacher aides and/or attendance aides shall have two (2) personal days with pay per school year upon prior approval of the Superintendent or designee. A "personal day" shall be defined as pertaining to personal business which cannot be handled outside of the regular workday. Employees shall provide a request for a personal day setting forth the reason, to the Superintendent or designee for prior approval. Consideration for approval shall not be arbitrary or capricious. Teacher Aides must submit a request for approval of a personal day before and/or after a long weekend or vacation period. The Superintendent recognizes that there are circumstances which are beyond an employee's control (i.e. legal matters, family events/emergencies), and agrees to consider such factors when evaluating a request. Such determinations will not be arbitrary or capricious.

Unit members shall be permitted to convert unused personal days to sick days.

## **10.0 BEREAVEMENT**

Teacher aides and/or attendance aides shall be entitled to two (2) days off with pay for death in the family. "Family" shall include: father, mother, brother, sister, half-brother, half-sister, children, husband, wife, grandmother, grandfather, grandchild, mother-in-law, and father-in-law. Such employees shall be entitled to three (3) days off with pay after three (3) years of service in the District.

## **11.0 HOLIDAYS**

Employees shall receive their regular pay for the Christmas Day, Memorial Day, Thanksgiving Day, Martin Luther King Day and New Year's Day.

## **12.0 INCLEMENT WEATHER**

When school is closed all day due to inclement weather, all teacher aides and/or attendance aides shall be paid their regular rate of pay for up to two (2) such days per school year.

## **13.0 UNPAID LEAVE OF ABSENCE**

Teacher aides and/or attendance aides with a minimum of five (5) years of full-time service with the District may be granted an unpaid leave of absence at the discretion of the Board of Education, which shall not deny such request arbitrarily or capriciously. Such unpaid leave, if granted, shall commence at the end of a semester or school year and terminate in September, with a maximum of one (1) full school year of leave. Requests for such leaves must be submitted at least sixty (60) days in advance of the commencement of such leave and the request must include the commencement date and termination date of such requested leave. Employees granted such leaves must

advise the District if they plan to return from such leave at least forty-five (45) days prior to the end of a semester leave or by March 15 for a full school year leave.

#### **14.0 PAYMENT OPTION**

Teacher aides and/or attendance aides may choose at their individual option to be paid over twenty-one (21) or twenty-six (26) pay periods. Such election must be submitted in writing to the payroll office no later than June 30th of the current year to be effective for the following year, and once such selection is made it is irrevocable for the entire year.

#### **15.0 HEALTH INSURANCE**

Effective July 1, 2013, the District agrees to contribute 75% of the premium for individual coverage for eligible employees, and 55% of the difference between the premiums for individual and family coverage for employees eligible for family coverage, in NYSHIP or HIP Access. The District's rate of contribution for those employees retiring after July 1, 2013, shall be 55% of the premium for individual coverage for eligible retirees, and 40% of the difference between premiums for individual and family coverage for retirees eligible for family coverage. Effective July 1, 2013, there shall only be two health insurance plans (NYSHIP or HIP Access) offered to all active employees as well as employees retiring from the District as of July 1, 2013 and thereafter.

To be eligible for health insurance into retirement, the member must have ten (10) years of full-time service within the District. For purposes of this provision only, full-time service shall be defined as a unit member working six (6) hours/day or more with a minimum of thirty (30) hours a week for the entire school year.

Employees electing health insurance coverage must notify the District in writing on or before May 15 of each year for the following school year. Coverage for employees shall not commence until they submit their application, and such application is processed, accepted and approved in accordance with the rules of the insurance carrier.

**SIGNATURE OF THE PARTIES TO  
THE AGREEMENT**

**MIDDLE COUNTRY  
CENTRAL SCHOOL DISTRICT**

By: *Karen Lessler*  
KAREN LESSLER, President  
Board of Education

Date: 8/20/13

**MIDDLE COUNTRY  
ASSOCIATION OF  
TEACHER AIDES**

By: *Lucrezia Burnett*

Date: 8/26/13

By: *Virginia Houston*

Date: 8/26/13