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**Contract Database Metadata Elements**

Title: **Sachem Central School District and Teacher Aide Unit, Sachem Central Teachers Association (2010)**

Employer Name: **Sachem Central School District**

Union: **Teacher Aide Unit, Sachem Central Teachers Association**

Effective Date: **07/01/10**

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AID/8931

**AGREEMENT**

**between**

**SACHEM CENTRAL TEACHERS ASSOCIATION  
TEACHER AIDE UNIT**

**and**

**THE BOARD OF EDUCATION OF  
THE SACHEM CENTRAL SCHOOL DISTRICT  
AT HOLBROOK**

\*\*\*

7/1 6/30  
2010-2014

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 23 2010

**ADMINISTRATION**



## **ARTICLE 1 - RECOGNITION**

The Board of Education of Sachem Central School District recognizes the Sachem Central Teachers' Association - Teacher Aide Unit, NYSUT, AFT, AFL-CIO as the exclusive representative of the following employees of the Sachem Central School District: All employees working as Elementary School Classroom Aides, School Communication Aides and Special Education Aides for more than six hours weekly or for at least six hours in one day. All other employees full or part time are excluded.

## **ARTICLE 2 - LENGTH OF AGREEMENT**

The AGREEMENT shall remain in full force and effect for the period of July 1, 2010 up to and including June 30, 2014.

## **ARTICLE 3 - LENGTH OF WORKDAY AND WORK YEAR**

The work year shall begin no earlier than one (1) day prior to the first day that students are required to report at the opening of school and shall end on the last day of student instruction. The work day for all aides shall be six (6) hours and thirty (30) minutes including one thirty minute lunch period. Aides shall be paid for at least one staff development day within which they shall participate. Additional paid development days may be scheduled at the discretion of the administration for all or a part of the unit.

## **ARTICLE 4 - AGENCY FEE**

a. The Sachem Central School District does hereby agree that no later than fifteen (15) days after the effective date of employment, each unit member who is not a member of the Sachem Central Teachers' Association will pay to the Sachem Central Teachers' Association each month a service charge toward the administration of this agreement and the representation of such unit member provided, however, that each unit member will have available to him/her membership in Sachem Central Teachers' Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

b. Any unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document

governing such appeals.

c. The Sachem Central Teachers' Association will supply, upon the request of the District, proof of total Sachem Central Teachers' Association - Teacher Aide Unit membership.

**ARTICLE 5 - DUES DEDUCTION**

Unit members may, through payroll deduction, have their membership dues deducted from their salary. Payroll deduction may only be made upon written approval of the unit member. It will be the responsibility of the Union to provide authorization cards for their unit members. Such authorization cards shall indicate the amount of deduction to be made. The District shall transmit such monies so deducted within ten (10) days to the Association.

**ARTICLE 6 – SALARIES**

**TEACHER AIDES**

**2010-2011**

	<b>Hourly</b>	<b>Toileting</b>
Step 1	10.72	11.72
Step 2	11.40	12.40
Step 3	12.09	13.09
Step 4	12.80	13.80
Step 5	13.49	14.49
Step 6	14.19	15.19

**2011-2012**

	<b>Hourly</b>	<b>Toileting</b>
Step 1	11.03	12.03
Step 2	11.73	12.73
Step 3	12.43	13.43
Step 4	13.16	14.16
Step 5	13.86	14.86
Step 6	14.57	15.57

**2012-2013**

	<b>Hourly</b>	<b>Toileting</b>
Step 1	11.35	12.35
Step 2	12.06	13.06
Step 3	12.78	13.78
Step 4	13.52	14.52
Step 5	14.24	15.24
Step 6	14.96	15.96

**2013-2014**

	<b>Hourly</b>	<b>Toileting</b>
Step 1	11.68	12.68
Step 2	12.41	13.41
Step 3	13.15	14.15
Step 4	13.91	14.91
Step 5	14.65	15.65
Step 6	15.38	16.38

**SCHOOL COMMUNICATION AIDES**

<b>Years</b>	<b>Annual</b>	<b>Hourly Rate</b>
2010-2011	21,296.28	17.71
2011-2012	21,837.40	18.16
2012-2013	22,390.55	18.62
2013-2014	23,015.85	19.14

- A. Initial placement on steps shall be based upon actual service but placement shall be at no more than the fourth step. New employees may be granted, at the discretion of the administration, up to three (3) years credit for prior experience which will permit their placement at the fourth step.
- B. The District shall annualize unit member's salary within the payroll office.
- C. Unit members shall be compensated at their applicable hourly rate for any work that exceeds their normal work day.
- D. Effective July 1, 2006, a total of six hundred (\$600) dollars shall be paid annually to full time unit members who have completed eight or more years of employment with the District, to be paid out during the first payroll period in December.
- E. Notwithstanding the salary schedule set forth above, School Communication Aides (SCA)

hired on or after July 1, 2010, shall be placed on a New Hire Substep which shall be \$1.00/hour less than the applicable Step 1 until such time as the SCA attains permanent status after being properly appointed to the position.

- F. Notwithstanding the salary schedule set forth above, any Special Education Aides who are required to perform toileting duties for a Special Education Student whose IEP expressly requires that Special Education Aide to perform toileting for the student shall receive an additional \$1.00/hour over their hourly rate during such time period that they perform those toileting duties. This toileting stipend is set forth above in Article 6.

#### **ARTICLE 7 - SICK LEAVE**

Each unit member shall receive seven (7) days sick leave each year. Unit members may accumulate up to a maximum of sixty (60) sick leave days from year to year.

#### **ARTICLE 8 - BEREAVEMENT LEAVE**

A unit member may be allowed a maximum of three (3) days absence per occurrence with full pay in case of death in the immediate family. Immediate family includes: spouse, child, parents, parents-in-law, sibling, grandparents and blood relative making a permanent home with the unit member.

#### **ARTICLE 9 - PERSONAL LEAVE**

All unit members shall be granted two (2) paid days for personal business.

Personal leave shall be allowed for the following reasons:

1. Illness in the unit members household
2. The following legal matters: closing a mortgage; income tax audit or hearings required by the Internal Revenue Service; required appearances in court; reading of a will; and adoption proceedings
3. Graduation exercises for the unit member's children or spouse
4. Driver's test
5. Required educational exams
6. Required parental presence at college registrations
7. Doctor's appointments; dental appointments; eye examination
8. Death in the immediate family

9. Religious reasons
10. Illness in the immediate family
11. Death of a relative or close friend
12. Participation in the education of a unit member's child
13. Family emergencies
14. Attendance or participation in out-of-town wedding.
15. Other reasons not listed above may be approved by the Superintendent of Schools or his designee

Unused personal days are cumulative as sick leave.

#### **ARTICLE 10 – HOLIDAYS**

Unit members shall receive four (4) paid holidays.

#### **ARTICLE 11 – LIFE INSURANCE**

The District shall implement a group life insurance plan providing unit members with \$10,000 of insurance coverage.

#### **ARTICLE 12 - JURY DUTY**

Unit members will be provided wage reimbursement to the extent required by law for jury duty service.

#### **ARTICLE 13 - UNPAID CHILD CARE LEAVE**

a. Unit members will be permitted, upon written application, an unpaid child care leave upon the birth or adoption of the child. Reasonable notice of the request shall be given by the unit member not less than ten (10) working days.

b. Unpaid leaves of absence not exceeding one year in duration may be granted upon the written application of the employee made to the Superintendent of Schools. Such application will be granted in the sole discretion of the Superintendent of Schools. The award of a leave shall be subject to approval of the Board of Education. Decisions made hereunder shall not be grievable nor arbitrable.



## **ARTICLE 14 – LAYOFFS**

In the event of budgetary layoffs, Special Education Aides and Classroom Aides shall be organized into one seniority list based on total district wide service within the Aide unit. The School District will then determine the employees to be laid off based on their past performance (last three evaluations). The School District will begin the layoff process by first reviewing the past performance of all unit members on the seniority list. The employees with the least satisfactory performance shall be excessed first. However, if the past performance of two employees is the same, the employee with the most seniority shall be retained.

In the event of a layoff of a Special Education Aide due to student enrollment issues, the District shall place the laid off Special Education Aide on the District's substitute list; and the District shall use its best efforts to re-employ said Special Education Aide should a Special Education Aide vacancy become available that school year, provided that the rehiring is in the best interests of the District and the Special Education student involved.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

Any grievance or dispute which may arise between the parties with respect to an express provision of this agreement shall be processed in the following manner:

- Step 1:** The Association shall take up the grievance with the immediate supervisor of the employee or employees involved within thirty (30) school days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Association within seven (7) school days.
- Step 2:** If the grievance has not been settled, it shall be presented in writing by the Association to the Superintendent's designee within ten (10) school days after the supervisor's response is due. The Superintendent's designee shall respond to the Association in writing within ten (10) school days.
- Step 3:** In the event the Association is not satisfied with the determination of the Superintendent's designee, it may within ten (10) school days refer the grievance to arbitration by notifying the District in writing of its intent. The SCTA and the District agree to use the following permanent arbitrators in rotating order:

1. Howard Edelman
2. Roger Maher
3. Rosemary Townley

However, prior to resort to arbitration, the Superintendent of Schools and SCTA President shall meet within ten (10) days of service of the Demand for Arbitration to attempt resolution of the dispute. The arbitrator's decision will be in writing and will set forth his or her findings, reasoning, and conclusion on the issues submitted to him or her. The arbitrator shall have no power to add to, subtract from or amend the provisions of this agreement.

The cost for the services of the arbitrator will be borne equally by the District and the Association.

The arbitrator's decision will be advisory to the parties. Within thirty (30) days of receipt of the arbitrator's decision, the Board of Education will accept, reject or modify the decision. The determination of the Board of Education shall be final and binding.

Nothing hereinabove set forth shall prevent the Association from submitting the issue to the New York State Public Employment Relations Board as an alleged improper practice or to the courts under Article 78 of the CPLR. The election of one of these two remedies shall bar the Association from filing a grievance hereunder.

#### **ARTICLE 16 - MANAGEMENT RIGHTS CLAUSE**

The Association acknowledges that the Board of Education and the Superintendent of Schools together have the sole right of superintendence of the District. Hence, unless expressly set forth herein, none of the terms and provisions of this Agreement shall be deemed or determined, nor have the effect in any way of interfering with, impairing nor limiting:

- i. The exercise of the rights, duties, authority and obligations of the Board of Education and Superintendent granted or imposed upon the Board of Education and Superintendent by the laws of the State of New York and the United States.
- ii. The exercise of the Board or Superintendent's discretion and/or judgment in the application and administration of the terms and provisions of this Agreement.

#### **ARTICLE 17 - ZIPPER CLAUSE**

The provisions of this agreement supercede all conflicting policies and directives of the Board and may be changed only through mutual agreement between the Board and the Association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to the agreement.

#### **ARTICLE 18 - POSTING**

All unit vacancies will be posted in each school except during the summer recess. Unit members may apply for the posted positions.

**ARTICLE 19 -SUMMER WORK**

The District will endeavor to offer summer work required by a student's IEP to the aide assigned to the student during the regular work year. Other summer positions, then known to the District, will be posted in June. The salary rates for summer work will be in accord with the contract rates.

**ARTICLE 20 – OUT-OF TITLE WORK**

In the event that a teacher aide substitutes for a teaching assistant who is absent, in lieu of her regular wages, the teacher aide shall be paid at the daily substitute rate for each day of such substitute work, up to a maximum of forty (40) days.

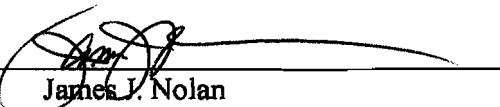
**ARTICLE 21 - LEGISLATIVE APPROVAL**

IT IS HEREBY 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16 day of June, 2010.

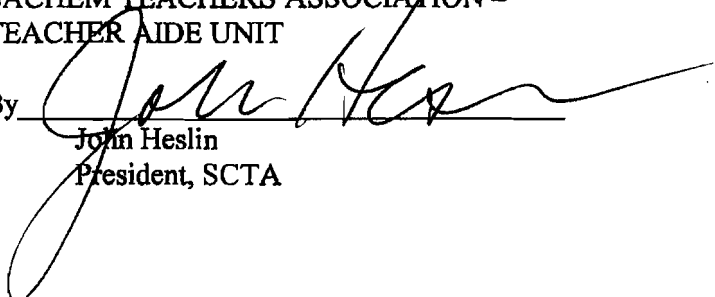
SACHEM CENTRAL SCHOOL DISTRICT

By

  
James J. Nolan  
Superintendent of Schools

SACHEM TEACHERS ASSOCIATION –  
TEACHER AIDE UNIT

By

  
John Heslin  
President, SCTA