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Contract Database Metadata Elements

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Union: **Nyack School Related Professionals, Nyack Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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AGREEMENT
Between
BOARD OF EDUCATION OF THE
NYACK UNION FREE SCHOOL
DISTRICT
AND
NYACK TEACHERS ASSOCIATION -
SCHOOL RELATED PROFESSIONALS

July 1, 2007 — June 30, 2012

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PREAMBLE

This Agreement is entered into as of the 1 day of July, 2007, by and between the Board of Education of the Nyack Union Free School District, hereinafter called the "Board" and Nyack Teachers Association - School Related Professionals, hereinafter called the "NTA-SRP" or "Association."

ARTICLE I - RECOGNITION

The Board hereby recognizes the NTA-SRP as the exclusive bargaining agent representing the unit of "teaching assistants", "health aides" and "monitors" employed by the Board for the purpose of negotiating collectively and entering into a written agreement concerning terms and conditions of employment and for the administration of grievances.

ARTICLE II - NO-STRIKE

The NTA-SRP 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 or impose any obligation to conduct any strike or strike activity.

ARTICLE III - BOARD RIGHTS

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

ARTICLE IV - COMPENSATION

1. Unit members who are Teaching Assistants and Health Aides will be compensated in accordance with the Teaching Assistant Salary Schedule attached as Appendix A.
2. Unit members who are Monitors will be compensated in accordance with the Monitors Salary Schedule attached as Appendix B.
3. Unit members will receive longevity increments in accordance with the schedule attached as Appendix B.
4. If a unit member works on Saturdays, during recess periods, during the summer, before or after school and at any other times beyond the regular school year and school day with the approval of his/her supervisor, the unit member will be compensated at his/her regular hourly wage.

5. Co-curricular Instructional Program Stipend — Effective July 1, 2008, Teaching Assistants who are assigned instructional duties shall receive a stipend of \$2.20 per hour in addition to their regular hourly wage for performing said instructional duties in the following programs:

- MS ESL Homework Club
- STARS
- ES ESL Homework Club
- Summer STARS, or
- Other comparable instructional programs

6. Payroll Deductions - The District will provide payroll deduction for bargaining unit members for NYSUT member benefits and NYSUT VOTE/COPE. NTA/SRP will provide the appropriate form(s) for the deduction.

ARTICLE V - WORK DAY/WORK YEAR

1. Work Day/Work Year - The workday will consist of a minimum of six to a maximum of seven hours per day for full time employees with the work year being the same as teachers. Each employee who works four (4) hours or more per day shall be entitled to an unpaid lunch period free of all duties equal to 30 continuous minutes at the elementary schools and the length of a regular class period at the middle school and high school.

On regular school days, each employee shall be entitled to one paid break, free of duties, equal to 15 minutes after three (3) consecutive hours at elementary school or (3) consecutive periods of work at the middle school and high school; not to exceed one break per day. On days of school wide testing, teaching assistants who are doing test modifications shall be entitled to a second duty-free break after a second continuous three (3) hours of work at the elementary school or a second three (3) consecutive periods of work at the middle school and high school. The scheduling of said duty-free breaks may vary on these days.

The District reserves the right to schedule the work day/work week and the location and employment of each teaching assistant as it, in its sole discretion, deems necessary.

2. Basis of Employment - The basis for employment will be on a ten-month basis, which includes September 1 of each year to June 30 of each year.

3. Substitute Pay - The practice of using teaching assistants as substitute teachers will be discouraged by the Board of Education. In the elementary schools, if a teaching assistant is used to cover a class or classes for a teacher or teachers for a combined total of more than one hour, that teaching assistant will be paid his/her salary plus one-half (1/2) the daily substitute rate. In the middle and high schools, if a teaching assistant is used to cover a class or classes for a teacher or teachers for the combined length of a teaching period that teaching assistant shall be paid 1.5 times his/her regular salary for the first period of coverage. If the coverage is for a

combined period of time greater than one period, the teaching assistant shall be paid a maximum of his/her regular salary plus one-half (1/2) the daily substitute rate for that day.

ARTICLE VI- FRINGE BENEFITS

1. Leave Days - Effective July 1, 2008, each member will receive sixteen (16) leave days per year of which 12 are sick days and four (4) are personal days. Unused personal days shall be converted into sick days for the following year and be subject to accumulation of leave days, if not used. The maximum accumulation of leave days is 175 days. The Board and the Association agree to implement a sick leave bank as attached as Appendix C.

a. For first year employees, sick leave will accrue at the rate of 1.5 days per month for the eight (8) month period from October through May. Personal days will accrue at the rate of .5 days per month for the period October through May. If at any time during the first year the employee is absent in excess of accrued leave, unearned leave available for that given year may be borrowed, if a physician's note is submitted to the Personnel Office. If not produced, the employee will be docked accordingly.

*Any day requested which falls immediately before or after a vacation may only be approved by the Superintendent of Schools

2. Retirement Incentive - Any SRP who retires with fifteen (15) years of service within the District is entitled to a reduction in benefit contributions in an amount equal to the equivalent of the SRP's accumulated sick leave at the SRP's per diem rate to a maximum of seventy-five (75) days. If the qualified SRP gives written notice of resignation to the Superintendent of Schools by June 30th of the year before his/her last year, the qualified SRP will be credited with the equivalent of the SRP's accumulated sick leave at the SRP's per diem rate to a maximum of eighty (80) days. If the qualified SRP gives written notice of resignation to the Superintendent of Schools by June 30 of the second (2nd) year before his/her last year, the qualified SRP will be credited with the equivalent of the SRP's accumulated sick leave at the SRP's per diem rate to a maximum of ninety (90) days. If the qualified SRP gives written notice of resignation to the Superintendent of Schools by June 30 of the third (3rd) year before his/her last year, the qualified SRP will be credited with the equivalent of the SRP's accumulated sick leave at the SRP's per diem rate to a maximum of one-hundred (100) days. This amount may be used to reduce the retiree's benefit contributions for health and dental coverage or be taken in payments over a five (5) year period.

3. Health Insurance - Employees working over twenty (20) hours and less than thirty (30) hours per week will contribute 50% toward health and dental premiums and employees working thirty hours or more per week will contribute 20% toward health and dental premiums. Employees will be provided with full health insurance coverage to include excess major medical and optical at the current cost sharing rate.

The Board reserves the sole right to change the insurance carrier or become self funded provided the benefits to the unit members remain the same.

4. Life Insurance - Each unit member will receive a \$14,000 life insurance policy to be paid for in total by the District.

5. Childcare Leave - The Board, at its discretion, may grant an unpaid leave of absence for childcare. Such leave will be in addition to any leave for personal illness to which the full time member has a right under other terms of this Agreement.

6. Bereavement Days - Each unit member will be granted annual bereavement leave as follows:

Five (5) days for each death of parent, mother/father in law, spouse, child, sibling, grandparent, grandchild or significant other permanently residing in the unit member's household as defined in NYSHIP regulations.

These days are not cumulative.

7. Flexible Spending Plan - Flexible Spending Plan for benefits — The District did establish a Flexible Benefit Plan per Internal Revenue Code Section 125 in order to allow employees to participate in the benefits offered on a “pre-tax” basis. The following benefits in plan are:

Premium Redirection Plan
Health Care Reimbursement Account
Dependent Care Reimbursement

Other benefits may be added upon mutual agreement by Board of Education and SRP/NYSUT.

8. Each Unit Member will receive a written account of accumulated sick leave, step placement, wage rate, longevity, annualized salary and annualized paycheck amount as early in the school year as possible, but no later than October 15.

9. Itinerant Teaching Assistants - shall receive travel pay at the current IRS rate.

10. Effective February 1, 2009, the District shall utilize a mandatory direct deposit payroll for all unit members.

ARTICLE VII- DUES DEDUCTION/AGENCY FEE

1. Pursuant to section 208.1(a) of Article 14 of the Civil Service Laws, as amended the District shall deduct the total dues, levied by the Nyack Teachers Association - SRP Unit, from the salaries of bargaining unit members who have so authorized this District, in writing, by

September 15th. The District will transmit the dues to the NTA-SRP Unit no later than five (5) working days after each pay period in which dues are defined.

2. The District will deduct a fee from bargaining unit members who are not members of the NTA-SRP Unit. The District will deduct an amount equivalent to the dues levied by the NTA-SRP Unit pursuant to section 208.3 (b) of Article 14 of the Civil Service Law as amended. The NTA-SRP Unit affirms that it has adopted and will maintain such procedure for refund of agency fee deduction as required in section 208.3 (b) of Article 14 of the Civil Service Law, as amended.

3. Dues Deduction/Agency Fee - The Board of Education will provide unit members with payroll deductions for dues and agency fee.

ARTICLE VIII- MISCELLANEOUS

1. Evaluation Procedure - A mutually agreed upon evaluation form for teaching assistants, school health aides, and monitors as annexed hereto as Appendix D & E will be utilized to evaluate each member of the unit. The administrator responsible for the evaluation shall be permitted to discuss the evaluation with whomever he or she believes would be appropriate.

2. Teacher Meeting - Teaching Assistants will attend all faculty meetings and all scheduled afternoon meetings for which the teachers are contractually responsible without additional pay. If a specific agenda item is not planned for Teaching Assistants for any given Curriculum Monday meeting, they will not be required to attend.

3. Discipline - Full-time Teaching Assistants (minimum six (6) hours per day) hired prior to July 1, 2007, and having satisfactorily completed employment within the District for three (3) years, shall not be fined, suspended, or terminated without just cause. The Board will give the Association notice of any such disciplinary action within forty-eight (48) hours of its action. Any claim that a covered unit member as defined within this Article has been fined, suspended, or terminated without just cause may be submitted as Step Three of the grievance procedure as set forth in Article IX of this Agreement. All full-time Teaching Assistants hired after July 1, 2007, will be afforded the protection provided by applicable laws that govern protection and tenure for Teaching Assistants

Teaching Assistants - Will be accorded the protection provided by applicable law.

Monitors and Health Aides - Will be given a minimum of 8 to a maximum of 26 weeks probation as per Civil Service Law. The provisions of Section 75 of the Civil service Law will be applicable upon the conclusion of three years of continuous employment in the District by the Monitor.

4. Re-employment - Re-assignment - Each full-time (six hours or more) unit member, will be advised in writing of re-employment and re-assignment, as well as the starting and ending times of his/her workday for the next school year as early as possible, but no later than the close of the last workday of the school year.

5. Vacancies - Whenever any vacancy in any position in any building shall occur the employer shall post such vacancy notice on the employee bulletin boards and give written notice of such vacancy to the President of the NTA-SRP. No vacancy shall be permanently filled until ten calendar days after such notification.

Every employee who desires to fill any such vacancy shall file an application, in writing, with the Personnel Office within (10) calendar days following the posting of such notice of said vacancy.

6. Personnel Files - Upon written request each employee shall have the right to review at any time mutually convenient, the contents of the employee's personal file; excepting however any confidential references given at the time of employment.

7. Seniority List - Seniority rights for full-time Teaching Assistants shall be governed by applicable law. The parties recognize that those full-time Teaching Assistants that received a probationary appointment prior to the execution of this agreement shall have greater seniority rights than those full-time Teaching Assistants that received a probationary appointment as the result of a Memorandum of Agreement dated December 9, 2008. The seniority tie breaker for those full-time Teaching Assistants that received a probationary appointment as a result of said Memorandum of Agreement shall be determined by the existing seniority list for these Teaching Assistants. The seniority list for full-time Teaching Assistants shall be the sole criteria for determining layoffs, transfers and promotions for the incumbents in these positions.

8. The District shall establish a committee composed of the Superintendent of Schools and/or his/her designee and the SRP Chapter President and/or his/her designee to plan staff development for members of the bargaining unit and for productive use of time on Teacher Conference days.

9. The District shall provide paid time for new employees' orientation on the day before the first regular workday each school year. The SRP Chapter President or his/her designee shall participate in the development of the orientation program and shall be given time during the orientation. The parties shall form a committee to develop an employee handbook, the cost of which shall be borne by the District.

10. Job descriptions for all positions in the bargaining unit shall be attached to the contract as part of the appendix.

11. The District shall provide one day per school year at full pay to the SRP Chapter President or his/her designee to tend to union business or to attend union conferences.

12. The District shall be prohibited from sub-contracting any work normally performed by this bargaining unit. Volunteer work is to be done before school, after school, or during lunch providing that the work is not part of the regular school curriculum, normally staffed by a Teaching Assistant. Volunteer work shall not result in the elimination of any bargaining unit position nor shall it deny any bargaining unit member the opportunity to earn regular or additional compensation.

13. The District will reimburse new employees the full cost of fingerprinting, required by the State of NY for employment in the public schools, after one year of continuous service.

ARTICLE IX - GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the District and its employees, the policy and purpose of this procedure is to provide for the settlement of differences through an orderly grievance procedure. Employees shall have the right to designate representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal. The provisions of this procedure shall apply to all employees contained in the bargaining unit, and which involve alleged safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisory and disciplinary practice, unjust treatment by fellow workers, unfair or unreasonable work quotas.

Any dispute arising concerning the interpretation or application of the terms of this Agreement (or the rights claimed to exist thereunder) shall be processed in accordance with the following procedure, except those terms set forth in the last sentence of the preceding paragraph shall not be subject to arbitration:

Section 1:

The employee orally and informally shall confer with his/her immediate supervisor.

Section 2:

If the grievance is not resolved to the satisfaction of the employee at the first step, the employee shall request a meeting with the supervisor of this department, and/or principal, provided that this has not been accomplished in the first step. Failure to bring grievance to this section within twenty (20) working days of the occurrence or act forming the basis for the grievance will result in the grievance being waived.

Section 3:

If the grievance is not resolved at the second step, the employee shall submit his grievance, in writing, to the Unit Representative. If, in the opinion of the unit representative, the grievance is valid, a request in writing shall be made to the Assistant Superintendent or his/her designee for a

review of the grievance. If his/her decision fails to resolve the grievance, or if no decision is rendered within ten (10) working days, a similar request for review shall be made to the Superintendent of Schools or his/her designee.

Section 4:

If the decision of the Superintendent of Schools or his/her designee fails to resolve the grievance, or if no decision is rendered within ten (10) working days, petition shall be made to the Board of Education for a review and determination.

Section 5:

In the event that such dispute is not then disposed of, it shall be referred by either party to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such a matter to arbitration, then an appointment shall be made through the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted, and the remedy awarded where the arbitrator finds a violation of the collective bargaining agreement. The arbitrator shall limit his decision strictly to the dispute as to the interpretation and or construction of the provisions of the Agreement and he shall be without power or authority to make any decision that is contrary to, inconsistent with, modifying or varying any way, the terms of the Agreement or of applicable law or rules or regulations having the force and effect of law.

The decision of the arbitrator will be accepted as final and binding by the parties to the dispute and both will abide by it.

It is understood that the cost of arbitration and the payment of the arbitrators shall be borne equally by the parties; the Nyack Union Free School District will not be responsible for salary payments to employees and/or witnesses in attendance at arbitration hearings.

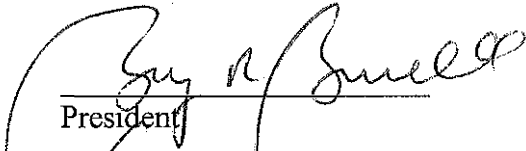
ARTICLE X - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2007 through June 30, 2012. This agreement is the complete Agreement and supersedes all prior agreements and memoranda of agreement. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.


IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective and duly authorized officers on this 27 day of February 2009.

BOARD OF EDUCATION
NYACK UNION FREE
SCHOOL DISTRICT

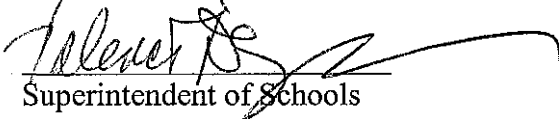
NYACK TEACHERS ASSOCIATION -
SCHOOL RELATED PROFESSIONALS



President



President



Superintendent of Schools



Vice-President

APPENDIX A
TEACHING ASSISTANT/HEALTH AIDE
SALARY SCHEDULE

STEP	2007-2008	*2008-2009	2009-2010	2010-2011	2011-2012
1	12.49	13.11	13.66	14.19	14.60
2	13.27	13.68	14.15	14.68	15.11
3	13.61	14.06	14.62	15.18	15.62
4	14.02	14.59	15.13	15.66	16.11
*5	14.29	15.05	15.54	16.05	16.52
6	14.58	15.39	15.90	16.43	16.91
7	14.94	15.76	16.27	16.79	17.28
8	15.30	16.10	16.61	17.15	17.65
9	15.61	16.42	16.98	17.58	18.09
10	15.92	16.82	17.44	18.09	18.61
11	16.40	17.32	17.96	18.63	19.17
12	16.89	17.83	18.49	19.18	19.74
13	17.39	18.36	19.04	19.76	20.33
14	17.92	18.90	19.61	20.35	20.94
15	18.46	19.47	20.19	20.95	21.55
16	19.01	20.04	20.77	21.53	22.16
*17	19.58	20.58	21.34	22.13	22.77
**17	0.20	0.20	0.20	0.20	0.20

**Steps 5 through 17 in the 2008-2009 year - 36 cents per hour was added to the schedule to eliminate the \$400 Highly Qualified stipend that existed in the previous contract*

***Step 17 receives an additional 20 cents per hour until the expiration of this contract. The provision for the additional 20 cents on step 17 sunsets with the expiration of this contract*

**APPENDIX B
MONITORS
SALARY SCHEDULE**

SY 06-07	14.68	17.79
2007-2008	15.30	18.55
2008-2009	15.95	19.33
2009-2010	16.63	20.16
2010-2011	17.34	21.01
2011-2012	18.08	21.91

Longevity Schedule SRP's

Year

11	1.00
13	1.20
16	1.65
19	1.90
20	2.85
23	4.50
26	5.25
28	6.25

APPENDIX C

NYACK SRP SICK LEAVE BANK

1. Bank to be administered by two trustees, SRP President or designee and the Superintendent or designee.
2. Both trustees must be in agreement for a determination to be final. In the event that an agreement cannot be met, a Nyack physician mutually selected shall have the final decision. Trustee decision or that of the physician is binding and non-grievable.
3. Sick leave bank is to be used for long-term catastrophic illness or accidents as determined by the trustees.
4. Sick leave bank will be used after the exhaustion of all accrued sick leave, but no earlier than 20 continuous work days after onset of illness or of accident.
5. The option of joining the sick leave bank is available to all unit members. Members can join in the beginning of their third year of employment. If the member initially chooses not to join the bank, and later requests to join, he/she must contribute all days from the date of his/her original eligibility.
6. The sick leave bank will be a voluntary bank contributed to by the members of the unit. Initially, each contribution will be 2 non-refundable days per member.
7. The sick leave bank will have a usage cap of 60 work days per member per year and have a career usage cap of 180 work days per member.
8. When the balance of days in the bank fall to 60 days, contributing members will be asked to contribute 2 more days to the bank.

APPENDIX D

NYACK PUBLIC SCHOOLS
Nyack, New York

MONITOR AND HEALTH AIDE EVALUATION

Attendance Record:
Days Absent:

NAME	SCHOOL			
ASSIGNMENT	PERIOD OF EVALUATION (FROM - TO)			
	<u>SAT</u>	<u>NEEDS IMPROV.</u>	<u>UNSAT.</u>	<u>N/A</u>
Promptness	___	_____	_____	_____
Dependability	___	_____	_____	_____
Positive Relationships:				
Adults	___	_____	_____	_____
Children	___	_____	_____	_____
Control:				
Large Groups	___	_____	_____	_____
Small Groups	___	_____	_____	_____
Effective Oral Communication	___	_____	_____	_____
Behavior Appropriate To Duties	___	_____	_____	_____

Any check off in second or third columns requires suggestion for improvement.

COMMENTS:

DATE

ADMINISTRATORS

EMPLOYEE SIGNATURE

Copy to: Employee Personnel File, and Evaluator

Appendix E

NYACK PUBLIC SCHOOLS
Nyack, New York

EVALUATION REPORT - TEACHING ASSISTANT

First Report _____
Second Report _____
Tenure _____

Last Name

First Name

School

Dept.

Attendance Record for School Year:
Days Absent: _____

	<u>SAT</u>	<u>NEED IMPROV.</u>	<u>UNSAT.</u>	<u>N/A</u>
<u>PERFORMAND APPRAISAL</u>				
<u>1. Instructional Techniques & Methods</u>				
Teaching Techniques in instructing small groups and individuals	_____	_____	_____	_____
Preparing and displaying instructional materials	_____	_____	_____	_____
Checking and recording students progress	_____	_____	_____	_____
<u>2. Non-Instructional</u>				
Inventorying and storing supplies & materials	_____	_____	_____	_____
Performing clerical tasks	_____	_____	_____	_____
<u>3. Interpersonal</u>				
Relationship with teachers	_____	_____	_____	_____
Relationship with school staff	_____	_____	_____	_____
Relationship with the parents	_____	_____	_____	_____
<u>4. Relationship with Students</u>				
Understanding of children	_____	_____	_____	_____
Discipline and control	_____	_____	_____	_____
Attitude toward students	_____	_____	_____	_____
<u>5. Appearance</u>				
<u>6. Professional Growth</u>				

Overall Evaluation Satisfactory Needs Improvement Unsatisfactory

Principal's Recommendation: (for continued employment)

I recommend that this teaching assistant be _____

Principal or other Evaluator's Signature

Date

Suggestions for improvement should be specified for any area not rated satisfactory:

Teaching Assistant's Signature

Date

Teaching Assistant's Comments: _____
