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Union: **Sag Harbor Teaching Assistants Association**

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TAS | 8020

AGREEMENT

BETWEEN THE

SAG HARBOR UNION FREE SCHOOL DISTRICT

AND THE

*TEACHING ASSISTANTS ASSOCIATION
OF SAG HARBOR*

July 1, 2007 to June 30, 2010

RECEIVED

JAN 26 2009

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement is made and entered into on the 30th day of June, 2008. The Agreement is the result of collective bargaining between the Chief School Officer, or his/her designee, of the Sag Harbor Union Free School District, of the Towns of East Hampton and Southampton, Suffolk County, New York, hereinafter referred to as the "District," and the Teaching Assistants Association of Sag Harbor, hereinafter referred to as the "Association." These negotiations have been conducted under the requirements and directions of Chapter 392 of the Public Employees Fair Employment Act of 1967 (commonly referred to as the Taylor Law).

ARTICLE 1 – DEFINITIONS AND RECOGNITION

A. Definitions as used in this Agreement:

- (1) The term "Chief School Officer" of the District will mean the Superintendent of Schools.
- (2) The term "Superintendent of Schools" will mean the Chief School Officer of the District as defined in New York State Education and General Construction Laws.
- (3) The term "District" will mean the Sag Harbor Union Free School District, Towns of East Hampton and Southampton, Suffolk County, New York.
- (4) The term "Association" will mean the Teaching Assistants Association of Sag Harbor.
- (5) The term "Board" will mean the Board of Education of the Sag Harbor Union Free School District.
- (6) The term "Board Policy" refers to the existing and future written policies of the Board which shall serve as a guide to discretionary action by the Superintendent of Schools in his administration of the schools, contained and numbered in the Board Policy Manual, copies of which are available to the professional staff and the general public.
- (7) The term "Building Principal" will mean the principal assigned to and responsible for each school within the District.

- (8) The term "Teaching Assistant" will refer to all employees possessing a New York State Teaching Assistant Certificate and represented exclusively by the Association in the negotiation unit.

B. Recognition:

- (1) The Board having determined that the Association is supported by a majority of the Teaching Assistants defined in paragraph A8 above in a negotiating unit, hereby recognizes the Association as the exclusive employee organization and bargaining agent for the Teaching Assistants in said unit. Such recognition shall continue for the maximum period permitted pursuant to the provisions of Section 208 (C) of the Public Employees Fair Employment Act.
- (2) The Association recognizes that the Board is a legal entity elected by the community and entrusted to operate and manage the educational program of the District as provided by education law and other related statutes, rules and regulations of the Commissioner of Education of the State of New York and other administrative and regulatory agencies. The Association recognizes that under the law the Board has the sole legal responsibility for the educational program of the District.
- (3) The Board's right to manage shall not be exercised to violate any of the express provisions of this Agreement nor to discriminate against any employees covered by the contract.
- (4) The Association hereby affirms that it does not have the right to strike illegally against the District, to assist or participate in any such strike or slow-down or impose any obligation upon its' member to conduct or assist or participate in strikes or slow-downs.
- (5) Teaching Assistants have the right to join or refrain from joining any lawful organization for their professional or economical improvement and for the advancement of public education, but membership of a Teaching Assistant in any organization shall not be required as a condition of employment by the District.
- (6) However, the District does hereby agree that each Teaching Assistant will pay to the collective bargaining agent each month a service fee toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member. The Association will supply the District with a list of names of non-members at least fifteen (15) days prior to the deduction of any agency fee. This service fee will be an amount equal to the collective bargaining agent's regular and usual monthly dues for each

month thereafter and the District will deduct such fee in the same manner as regular membership dues are deducted on the next payroll period following receipt of the aforementioned list of names of non-members supplied by the Association.

- (7) The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the District in compliance with paragraph 6 above.

ARTICLE II - GENERAL:

- A. The effective date of this Agreement is July 1, 2007 and shall remain in effect until June 30, 2010.
- B. This Agreement is the only written agreement between the parties for the period of time set forth above and supersedes all other agreements previously entered into.
- C. The parties agree that each has exercised its rights to bargain for any provisions it wished to have included in this contract, that if either has made a proposal not included therein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained.
- D. No change, revision, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing.
- E. This Agreement constitutes Board Policy for the term of the Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- F. Whenever this Agreement is inconsistent with any previously adopted Board Policy, instruction or handbook, such policy, instruction or handbook shall be deemed superseded in so far as may be necessary by this Agreement. Any other existing Board Policies, instructions or handbooks are not to be deemed repealed, superseded, or rescinded by reason of this Agreement.
- G. The Board and the Association recognize that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of New York may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement shall be found contrary to law, such provision or application shall be effective only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

- H. 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 HAS GIVEN APPROVAL.

ARTICLE III - CONDITIONS OF EMPLOYMENT:

- A. Workday:
- (1) The workday for full-time Teaching Assistants shall be seven (7) hours per day inclusive of a thirty (30) minute lunch period.
 - (2) The building principals shall establish the schedule for work time and lunch time after discussion with the President of the Teaching Assistants.
 - (3) Overtime - If the number of assigned hours in the workday exceeds seven (7) hours, the Teaching Assistant will be compensated at time-and-a-half for those assigned hours exceeding the seven (7) hour day.
- B. Work Year: The work year for Teaching Assistants shall be consistent with the work year as defined in the Collective Bargaining Agreement between the District and the Teachers Association of Sag Harbor (hereinafter "TASH").
- C. Sick Leave: Members of the Teaching Assistants Association shall be entitled to ten (10) sick days per year. These sick days may be accumulated from the time of employment at the rate of five (5) days per year to a maximum of one hundred and eighty (180) days.
Proof of illness may be required by the Superintendent or his/her designee in the form of a medical certificate or statement from the attending physician in the case of three (3) or more successive school days' absence, or for absence on both the days before and/or after weekends or holidays. Medical verification may be required in a case of fewer than three (3) successive days of absence where reasonable grounds exist to suspect abuse.
- D. Personal Leave:
- (1) Personal days are available to the employee for emergency or other urgent business which cannot be handled outside of work time.
 - (2) Teaching Assistants will be granted up to a maximum of two (2) personal days with pay per school year. Requests in writing for personal leave days should be submitted to the Building Principal five (5) days in advance. Exception to this procedure will be made for valid emergencies. The Superintendent may require specific reasons for personal leave usage

when he/she has reasonable grounds to believe that the leave is being abused.

- (3) Personal leave day(s) will never be granted for the transaction of business which is, in any way, connected with income from a second job.
- (4) Personal leave days will not be granted for the days immediately before and/or after school holidays, unless approved in advance by the Superintendent of Schools.

E. Child Care Leave:

- (1) Teaching Assistants of the District will be entitled to a child care leave of up to one (1) year without pay. Requests for child care leave will be submitted in writing through the Superintendent of Schools to the Board ninety (90) days prior to the commencement of such leave. In extenuating circumstances, the Superintendent may waive the 90 day requirement. A medical excuse may be required.
- (2) The Teaching Assistant will have the right to terminate leave at the beginning of any school semester following delivery of forty (40) calendar days' notice or the beginning of the next semester whichever is later.
- (3) Teaching Assistants returning from this leave must serve the time necessary to have completed one (1) school year including time previously served at that step before advancing to the next step. From that time forward, Teaching Assistants will advance to the next step in September of the following year.

F. Leave To Fill In For A Sag Harbor Teacher.

Teaching Assistants may take a year's leave, with Board of Education approval, to fill in for a Sag Harbor teacher who is on leave. During this leave, the Teaching Assistant will not move ahead on the Teaching Assistant Salary Schedule.

G. Other Paid Leave

- (1) Job Related Legal Proceedings: Appearance at any job related legal proceeding, as requested by the District, will be considered paid leave with no charge to the employee's personal leave or other leave entitlements.
- (2) Jury Duty: During the school work year, Teaching Assistants will be fully compensated for time required in performance of jury duty and will pay to the District all monies received for such jury duty. Teaching Assistants

called for jury duty will report such call immediately to the Building Principal so that he/she may determine if such request can be deferred.

H. Death in the Family

Five (5) days of leave with pay will be given in the event of a death in the immediate family. Immediate family will mean spouse, children, stepchildren, sister, brother, father, mother or guardian, grandparents, grandchildren, mother-in-law, father-in-law and stepparents. Additional days may be granted at the discretion of the Superintendent of Schools, if circumstances warrant.

ARTICLE IV - REGULAR TEACHING POSITIONS:

Teaching Assistants possessing New York State Certification for known vacancies in the District, and having completed a minimum of one (1) year in the District may submit a letter of application and resume to the Superintendent of Schools in accordance with the stipulations advertising said positions. Teaching Assistants complying with the requirements of this article will be given an interview for such vacancies prior to selection and appointment to the position. See ARTICLE III F.

ARTICLE V - GRIEVANCE PROCEDURES

A. Definitions

- (1) The term "Grievance" shall mean a claim which alleges the violation of the terms and conditions of this employment agreement.
- (2) The term "Grievant" shall mean the person making the claim and may include an individual Teaching Assistant and/or the Association.

B. Procedure

Step 1 - In the event of an alleged violation of the terms and conditions of this Agreement, the grievant will, within ten (10) business days of the alleged violation, submit a statement in writing to his/her Building Principal setting forth the nature of the grievance, the date of its occurrence, and the provisions of the employment agreement alleged to have been violated, together with any other written statement or documentation supportive of the grievant's position. Within three (3) business days after the submission of the grievance, there will be an informal conference between the grievant and the Building Principal. The purpose of this conference will be to attempt to arrive at a mutually agreeable resolution of the grievance.

In the event the grievance is not resolved during this informal conference, the Building Principal will render a determination in writing within five (5) business

days subsequent to the informal conference, a copy of which shall be supplied to the grievant and the Board.

Step 2 - In the event that the grievant is not satisfied with the disposition of the grievance at Step 1, he or she may submit such grievance to the Superintendent of Schools within five (5) business days subsequent to the determination at Step 1, or in the event that no determination has been rendered within the specified time period after the grievance, the grievant may submit such grievance to the Superintendent of Schools within ten (10) business days subsequent to the submission of the original grievance statement. Within three (3) business days of the receipt of the grievance, the Superintendent of Schools will hold an informal conference with the grievant. The purpose of this informal conference will be to attempt to arrive at a mutually agreeable disposition of the grievance. In the event the grievance is not resolved at such informal conference, the Superintendent of Schools will render a determination in writing within five (5) business days subsequent to the informal conference.

Step 3 - In the event the grievant is not satisfied with the determination rendered in Step 2, the grievant may submit such grievance to advisory arbitration pursuant to the rules of the American Arbitration Association within fifteen (15) business days subsequent to the determination rendered at Step 2. The matter will proceed to arbitration promptly, which arbitration will take place in the District. The arbitrator's decision will be in writing and must set forth his/her findings of fact, his/her reasoning and his recommendations as to a disposition of the grievance. The arbitrator shall have no authority to render any decision which recommends the commission of any act prohibited by law or which is in violation of the terms and conditions of this Agreement. The costs for the services of the arbitrator, including expenses if any, shall be borne equally by the District and the Association in all instances even when an individual Teaching Assistant is the sole grievant. However, in the event the grievant wishes to pursue a grievance contrary to Association position or elects to be represented by persons other than those approved by the Association, then, the costs of the action normally assumed by the Association shall be borne by the grievant.

Step 4 - Upon receipt of the report and recommendation of the advisory arbitrator, the Superintendent of Schools will, within five (5) business days thereof, state in writing whether he/she accepts or rejects such report. In the event the grievant is not satisfied with the report and recommendation of the advisory arbitrator or the determination of the Superintendent of Schools rendered in connection with such report and recommendation, he/ she may submit the grievance to the Board by filing the grievance, together with all related documentation, with the District Clerk not later than five (5) business days subsequent to his receipt of the determination of the Superintendent of Schools concerning the report and recommendation of the arbitrator. The Board shall meet to consider the grievance within ten (10) business days thereafter. The Board may

consider the report and recommendations of the advisory arbitrator, but shall have the power and authority to accept such report, reject such report, or render such other determination on the grievance as it deems appropriate.

C. Miscellaneous Provisions:

- (1) The grievant, as well as the Building Principal, Superintendent of Schools, and Board may elect to be represented at any stage of the grievance procedure by whomever the parties choose.
- (2) Should the grievance be resolved at any stage by mutual agreement of the parties, such agreement shall be reduced to writing and signed by the grievant.

ARTICLE VI - TEACHING ASSISTANT EVALUATION & PERSONNEL FOLDER

A. Probationary Status:

All new full-time Teaching Assistants will begin a 3 year probation period upon being hired. Part time Teaching Assistants will not be considered probationary.

B. Teaching Assistant Evaluation:

Evaluation of teaching assistants shall be completed utilizing the form attached as Appendix B. There shall be at least two (2) written evaluations placed in the personnel folder for each Teaching Assistant, each year of his/her probationary period, and one (1) written evaluation placed in the personnel folder for each tenured teaching assistant each year. Recommendations for tenure will be discussed by February 1, of the third year, but this shall not prevent the District from denying tenure or otherwise exercising its rights under the law.

C. Personnel Folder:

During school hours, upon application to the Superintendent of Schools, Teaching Assistants in the District shall have the right to review their personnel folder, except for those matters which are by law confidential.

Any complaints or allegations of misconduct concerning a Teaching Assistant in the District which the Superintendent of Schools, Building Principals, or Board wishes to place in the Teaching Assistant's personnel folder other than professional evaluation reports shall be submitted to the Teaching Assistant for review and comment at the time of insertion. Such complaints shall be brought to the attention of the Teaching Assistant as soon as is practical. The employee shall have the right to attach a written response to such complaint.

D. Mentoring:

After the first year of this agreement, Teaching Assistants with more than three years of experience will accept an assignment to mentor incoming Teaching Assistants for their first year of service. The assignments will be made by the building principal, and the mentoring list will be rotated so that the responsibility is shared among experienced Teaching Assistants. Mentors will NOT DO EVALUATIONS.

ARTICLE VII - MEDICAL INSURANCE

A. Hospital and Medical Insurance: The District will provide the following hospital and medical insurance benefits for all employees covered by this Agreement who qualify in accordance with procedures and regulations of the New York State Government Employees Health Insurance Program and Civil Service Laws and Regulations:

(1) Empire Plan Plus Enhancements: The District will provide either the individual or family coverage according to the employee's eligibility. The District shall assume payment for this plan as noted under VII. C.

(2) With respect to the offering of alternative insurance plans, the parties agree to implement any agreement reached between TASH and the District in the negotiations for a successor Collective Bargaining Agreement to the Agreement expiring June 30, 2008, provided, however, that:

a. the District shall continue to provide the current hospital and medical insurance plan [New York State Health Insurance Program herein after "NYSHIP", also referred to as the "Empire Plan Plus Enhancements"] to all eligible unit members, and at the same or better District contribution rate as provided for herein;

b. the implementation of such alternative plan(s), if offered by the District and accepted by one or more unit member(s), does not in any way diminish or alter the benefits or rights of bargaining unit members who are then participating in health insurance through NYSHIP within the rules and regulations of NYSHIP; and

c. any such alternative plan(s) to be offered by the District shall be subject to the approval of the Teaching Assistants Association of Sag Harbor (hereinafter the "Association").

B. Dental Insurance: The District will provide a Dental Insurance Plan for the members of this bargaining unit.

C. Contribution for Health Insurance: Medical and Dental Insurance shall be made available to Teaching Assistants with the District contributing a percentage of the premium as follows:

1. The District shall pay fifty (50%) percent of the premium cost of Medical and Dental Insurance during a full-time employee's first two (2) years of employment.

2. The District shall pay eighty-five (85%) percent of the premium cost of Medical and Dental Insurance during a full-time employee's third (3rd) year of employment and thereafter.

D. Retirees -

1. The District will provide coverage as provided below under the Empire Plan Plus Enhancements in either the individual or family plans according to the retired employee's eligibility provided said employee qualifies for retirement from this District under the provisions of the New York State Employees' Retirement System and the regulations of the New York State Government Employees Health Insurance Program and other applicable Civil Service Laws and Regulations.

2. For employees hired prior to July 1, 2000, upon Retirement, the District will pay 100% of the premium costs of the Empire Plan Plus Enhancements. For employees hired on or after July 1, 2000, upon retirement, the District shall pay 85% of the premium costs of the Empire Plan Plus Enhancements.

3. If the retired employee takes family coverage option under the existing medical plan, his/her dependents will be covered provided they meet the "Dependent Eligibility Requirements" as defined in the New York State Government Employees' Health Insurance Program.

4. In order to qualify for this benefit from the Sag Harbor School District for whatever acceptable insurance plan benefits are described in the above terms of this contract in which said benefit will extend to retirement years, the employee must terminate employment within five (5) years of the date on which he/she is entitled to receive a retirement allowance without penalty or reduction and meet the requirements of the New York State Government Employees' Health Insurance Program and have been employed in the District for at least ten (10) continuous years.

ARTICLE VIII - SALARY BY-LAWS AND SALARY SCHEDULE

A. Salary By-Laws:

- (1) The District agrees to deduct from the salaries of Teaching Assistants dues or service charges (pursuant to Article 1B(6)) for the Association as said Teaching Assistants individually or voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association Treasurer. This will be subject to any determination of the Public Employment Relations Board rendered pursuant to Section 210(3) of the Civil Service Law.
- (2) The District agrees to provide Teaching Assistants payroll deductions for the Teacher's Credit Union, bonds and annuity programs.
- (3) Paychecks will be made available by twelve noon on scheduled pay days.
- (4) Paychecks will be given to payee only or to an individual designated in writing by the payee.
- (5) A 125 Plan will be made available to interested Teaching Assistant employees for dealing with Health Insurance.

B. Salary Schedules:

- (1) Effective July 1, 2007, the 2006-07 salary schedule shall be increased by 3.4%.
- (2) Effective July 1, 2008, the 2007-08 salary schedule shall be increased by 3.4%.
- (3) Effective July 1, 2009, the 2008-09 salary schedule shall be increased by 3.25%.

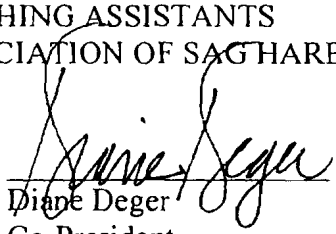
(Salary Schedules attached hereto as APPENDIX "A")

- C. Teaching Assistants shall advance one (1) step on the salary schedule on July 1st of each year.


IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals the day and year first above written.

TEACHING ASSISTANTS
ASSOCIATION OF SAG HARBOR:

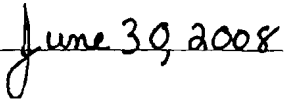
BY:


Diane Deger
Co-President

BY:

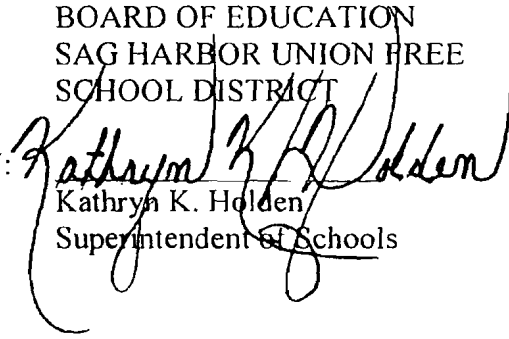

Nancy Humeken
Co-President

DATE:

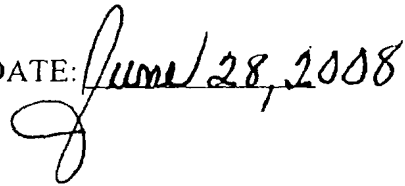


BOARD OF EDUCATION
SAG HARBOR UNION FREE
SCHOOL DISTRICT

BY:


Kathryn K. Holden
Superintendent of Schools

DATE:



APPENDIX A

TEACHING ASSISTANT SALARY SCHEDULE

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	27,299	28,227	29,145
2	28,179	29,137	30,084
3	29,060	30,048	31,025
4	29,940	30,958	31,964
5	30,823	31,871	32,907
6	31,701	32,779	33,844
7	32,584	33,692	34,787
8	33,464	34,602	35,726
9	34,343	35,510	36,664
10	35,225	36,422	37,606
11	36,140	37,369	38,583
12	37,079	38,339	39,585
13	38,044	39,338	40,616
14	39,034	40,361	41,673
15	40,050	41,412	42,758

LONGEVITY

1. Teaching Assistants who have completed one (1) year of service at step fifteen (15) shall receive, in addition to their regular base salary, an annual payment of \$2500.
2. Beginning with their twentieth (20th) year of service, Teaching Assistants shall receive an additional \$600 longevity payment, for a cumulative annual longevity payment of \$3100.



APPENDIX B

SAG HARBOR UFSD
200 JERMAIN AVENUE
SAG HARBOR, NEW YORK 11963

Kathryn K. Holden
Superintendent of Schools

EVALUATION OF NON-TENURED AND TENURED
TEACHING ASSISTANTS

* February _____

June _____

Teaching Assistant's Name: _____

School: _____ Grade Level: _____

Absences: Sick _____ Personal: _____

	Meets District Standards	Does Not Meet District Standards
<u>Professional Values and Standards</u>	_____	_____
<u>Knowledge and Understanding</u>	_____	_____
<u>Involvement in School Program</u>	_____	_____
<u>Overall</u>	_____	_____

Evaluating Administrator: _____ Signature: _____

Principal: _____ Signature: _____

Date: _____

Teaching Assistant's Signature _____ Date: _____

(Any teaching assistant comments should be on a separate, attached sheet.)

* For non-tenured Teaching Assistants only.

Teaching Assistant Evaluation

Professional Values and Standards

- ❖ Maintains professional relationships with students and staff
- ❖ Has a clear understanding of role in the classroom
- ❖ Handles responsibilities professionally and timely

Knowledge and Understanding

- ❖ Demonstrates sufficient knowledge and understanding of child development
- ❖ Demonstrates sufficient understanding of subject matter
- ❖ Implements teacher's plans effectively

Involvement in School Program

- ❖ Communicates effectively with staff, students and parents
- ❖ Understands and supports classroom and school behavior management
- ❖ Demonstrates ability to properly supervise students throughout the school day

