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Contract Database Metadata Elements

Title: **Elwood Union Free School District and Elwood Alliance of Teaching Assistants, NYSUT, AFT, AFL-CIO (2002)**

Employer Name: **Elwood Union Free School District**

Union: **Elwood Alliance of Teaching Assistants, NYSUT, AFT, AFL-CIO**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

PERB ID Number: **8210**

Unit Size: **13**

Number of Pages: **15**

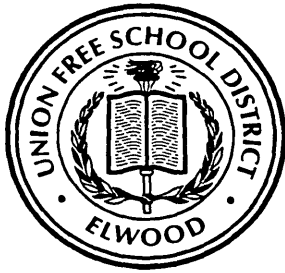
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Elwood Ufsd And Elwood Alliance Of
Teaching Assts



AGREEMENT

between the
ELWOOD PUBLIC SCHOOLS

and the

ELWOOD ALLIANCE
OF
TEACHING ASSISTANTS

July 1, 2002 through June 30, 2005

RECEIVED

DEC 01 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT is made and entered into this 17th day of July , 2002, by and between the ELWOOD UNION FREE SCHOOL DISTRICT, TOWN OF HUNTINGTON, SUFFOLK COUNTY, NEW YORK ("District") and the ELWOOD ALLIANCE OF TEACHING ASSISTANTS, NYSUT, AFT, AFL-CIO ("Alliance"), for and on behalf of itself and the employees, now or hereafter employed in the bargaining unit, as set forth in Article 1 hereof.

The District and the Alliance have collectively negotiated the terms and conditions of employment for the period of July 1, 2002 through June 30, 2005, and have concluded a final agreement therefor.

ARTICLE 1 - THE AGREEMENT

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 2 - RECOGNITION

The District recognizes that the Alliance is the sole and exclusive representative of the unit covered herein, consisting of all Teaching Assistants employed by the District, excluding all other employees.

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement shall be for three years commencing July 1, 2002 and ending June 30, 2005.

ARTICLE 4 - WORK YEAR

The work year for Teaching Assistants shall be the same as the school year for teachers.

ARTICLE 5 - SUBSTITUTE ASSIGNMENT/ REPORTING PROCEDURE/MEETINGS

A. Substitute Assignment - Teaching Assistants shall be required to act as substitute teachers as directed by the Building Principal when no other substitutes are available.

Student supervision, monitoring and other duties normally performed by Teaching Assistants shall not be construed as substitute service.

B. Reporting Procedure - Teaching Assistants shall record their arrival and departures on approved District forms.

C. Meetings - When a Teaching Assistant is required to attend a meeting called by the building or district administration before or after the Teaching Assistant's regularly scheduled working hours, the Teaching Assistant shall record such time on his/her time sheet and be paid accordingly.

D. Labor-Management Committee - The District and the Alliance agree to form a Labor-Management Committee. This committee shall consist of two Alliance members, designated by the Alliance, and two District administrators, designated by the Superintendent. The committee will meet at least once per year, during the month of January, to discuss matters of mutual concern pertaining to the working conditions of teaching assistants. Additional meetings may be scheduled by mutual agreement, as necessary.

ARTICLE 6 - WAGES

A. Salaries in each year of this agreement shall be as provided for in the applicable salary schedules appended hereto. As of July 1, 1997 a longevity step has been added to the salary schedule, in the amount of \$500, to be paid to unit members whose regular daily hours are 4.0 or more and who have completed 15 or more years of non-substitute Elwood employment. Effective as of July 1, 2002, an additional longevity step is added to the salary schedule, in the amount of \$400, to be paid to unit members whose regular daily hours are 4.0 or more and who have completed 10 or more years of non-substitute Elwood employment. Longevity payment will be paid at the end of each school year in which it is applicable to the individual unit member. Teaching assistants trained in, and expected to function as computer systems operators shall be paid a differential salary, as noted in the salary schedules appended hereto, in recognition of their extended training and responsibility. Effective not later than January 1, 2000, each unit member shall have his or her pay directly deposited into a checking or savings account designated by the unit member.

ARTICLE 7 - HOLIDAYS

Teaching Assistants will be paid for the following holidays:

Thanksgiving Day
Christmas Day
New Year's Day

Memorial Day
Presidents' Day

ARTICLE 8 - INSURANCE

A. Health Insurance - The District agrees to provide health insurance to all teaching assistants who work in excess of thirty (30) hours a week (exclusive of lunch), and who qualify for coverage under the State Health Insurance Plan. During the first two years of this agreement, namely, 2002-2003 and 2003-2004, the District will continue to pay 90% of the cost of the premiums for the plan. Effective as of July 1, 2004, increases in the overall plan premiums, if any, beyond the rate in effect on June 30, 2004, will thereafter be shared between the District and the employee, with the District paying 75% of such increases and the employee paying 25%. The district will therefore contribute 90% of the June 30, 2004 premiums for Individual or Family coverage, plus 75% of any additional increases after that date, and the employee will contribute 10% of the June 30, 2004 premiums for Individual or Family coverage, plus 25% of any additional increases after that date. It is further agreed and understood that unit members employed prior to September 1, 1988 shall continue to be exempt from the 30 hour per week work requirement for inclusion in the medical insurance plan.

The District shall pay 75% of family coverage, or 85% of individual coverage (whichever is applicable) of the cost of health insurance on behalf of unit members who on that date or thereafter retire under the service retirement provisions of the New York State Employees' Retirement System, who are eligible for such health insurance coverage into retirement, and who have received such coverage in Elwood as employees for a minimum of ten (10) years.

B. Dental Insurance - The District agrees to provide to all Teaching Assistants who work in excess of thirty (30) hours a week exclusive of lunch, eighty percent (80%) of the individual or family plan premiums (whichever applies). Deductions for the remaining twenty percent (20%) shall be made from salaries of those Teaching Assistants, provided that the Teaching Assistant's share of the annual premium shall not exceed \$40.00 per year for family coverage and \$16.00 per year for individual coverage, plus 50% of the premium increase over and above the 1985-86 District expenses for such coverage.

C. Life Insurance - The District shall make available a Group Life Insurance Policy for Teaching Assistants working thirty (30) hours or more per week in an amount equal to sixty percent (60%) of annualized salary rounded to the nearest \$500 with a minimum life insurance benefit of \$2,000.

ARTICLE 9 - LEAVES, JURY DUTY, RETIREMENT INCENTIVE, MISCELLANEOUS

A. Paid Personal Business Leave

Upon 48-hour notice by written request to the Building Principal, and with the approval of the Superintendent, a Teaching Assistant shall be entitled to two (2) days of paid leave each year with the reason stated as "Personal Business," provided, however, that the Teaching Assistant certifies on the submitted request that the

personal business (1) requires his/her personal presence and (2) cannot be handled other than during the normal working hours of the employee. In the event of an emergency (which the Building Principal and Superintendent thereafter, in their sole discretion, accept as such) one (1) day personal business leave may be provided without the employee having made a prior written request. At the end of each school year, personal business leave days which are not used by the unit member shall accrue as unused sick leave days, subject to the 180 day limit for total accrued sick leave, as stated below.

B. Sick Leave

1. All Teaching Assistants shall be entitled to five (5) sick days per year, with the exception of newly hired Teaching Assistants in their first year of employment who shall be entitled to five (5) days per year accrued at the rate of one-half (1/2) day per month. After five (5) years of employment with the District, Teaching Assistants shall be entitled to ten (10) sick days per year accrued at the rate of one (1) day per month.

2. The District reserves the right to request a doctor's certificate for any day of sick leave.

3. Teaching Assistants shall be permitted to accumulate unused sick leave days to which they are entitled up to 180 days.

C. Jury Duty

When an employee is required to serve on jury duty, the employee can elect to be paid by the School District or the Court, if the Court provides payment. In the event the employee chooses to be paid by the District, the Teaching Assistant shall turn over to the District the check sent by the Court, exclusive of monies paid for traveling.

D. Retirement Incentive

Unit members who retire under the provisions of the NYSTRS and who will be eligible to receive a pension, and who have a minimum of 10 years of Elwood service time at retirement, will receive payment for unused sick leave at the rate of one (1) day's pay for each three (3) days of available and unused leave. Such payment will be made as soon as practicable after the effective retirement date.

E. Miscellaneous

1. Shortened Work Day - When a Teaching Assistant reports for and commences his/her regular workday, but is sent home because the work day has been shortened due to circumstances such as adverse weather conditions, or power failure, such employee shall nevertheless be paid for the regularly scheduled work day.

2. Snow Days - Teaching Assistants will be paid for any of their regularly scheduled work days when schools are closed due to snow or other inclement weather. In the event that make-up days are required, Teaching Assistants must report to duty and will not be paid additionally for those make-up days.

3. Death in the Family - A maximum of five (5) days of bereavement leave per occurrence shall be granted by reason of death in the immediate family. "Immediate Family" is defined as husband, wife, children, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, daughter-in-law, and any other members of the household of which the employee is a part. This five (5) day entitlement includes days that might coincide with a weekend or vacation and/or holiday period.

ARTICLE 10 - DUES DEDUCTION

1. The District agrees to deduct from the salaries of the Teaching Assistants, dues for the ELWOOD ALLIANCE OF TEACHING ASSISTANTS as said Teaching Assistants individually and voluntarily authorize the District to deduct and to transmit such monies to the Alliance. Teaching Assistant authorization shall be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name _____ First _____ Middle _____

District Name _____

Union _____

To the District:

I hereby authorize you, according to arrangements agreed upon with the above Alliance, to deduct from my salary and transmit to said Alliance, dues as certified by said Alliance. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authorization shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing between September 1 and September 15 of any given year.

Member Signature

Date

2. The Alliance will certify to the District in writing the current rate of membership dues. The Alliance will give the District thirty (30) days written notice prior to the effective date of any such change.

3. Deductions shall commence with the first pay period after the start of the school year as agreed to by the parties and shall be for twenty (20) pay periods. Dues shall be deducted in twenty (20) equal payments. For those Teaching Assistants who submit deduction authorization forms after dues deductions have commenced, dues shall be taken out of each of the remaining checks in the same amount as is deducted from Teaching Assistants who have dues deducted over the full twenty (20) periods.

4. No later than September 30th of each year the District will provide the Alliance with a list of those employees who have voluntarily authorized the District to deduct dues.

5. That except for the ordinary diligence and care in the deduction and transmittal of the monies to the Alliance, the Alliance agrees to hold the District free from all liability in connection with dues deduction.

ARTICLE 11 - MANAGEMENT RIGHTS

The Alliance acknowledges that the District and the Superintendent together have the sole right of management and superintendent 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 or limiting:

1. The exercise of the rights, duties, authority and obligations of the District or Superintendent granted or imposed upon the District or Superintendent by the laws of the State of New York and the United States, and

2. The exercise of District or Superintendent discretion and/or judgment in the application and administration of the terms and provisions of this Agreement.

Further, it is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency are solely responsibilities of the District and Superintendent. Accordingly, the District and Superintendent retain all rights, except as they may be specifically and expressly modified in this Agreement, including but not limited to the right to select and direct the work force; to suspend or discharge employees according to law; to determine work standards and the quality of work; to assign, promote or transfer; to relieve unit members from duty because of lack of work or for other reasons permitted by law; to decide on the number and location of facilities, stations, etc.; to determine the Teaching Assistant work to be performed, amount of supervision necessary, equipment, methods, schedules; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

The Alliance and the District shall make reasonable efforts to resolve all grievances and disputes. A grievance is defined as a complaint by an employee based upon an alleged violation of an express or specific provision of this contract.

A grievance shall be deemed waived unless it is submitted by the grievant to the Building Principal in accordance with the Informal Stage, First Level set forth below within seven (7) school days of the time the Teaching Assistant knew or should have known of the occurrence which forms the basis for the grievance.

INFORMAL STAGE

First Level The employee shall contact the Building Principal in writing for an informal discussion of the grievance. If the grievance is not resolved, the grievant and the Building Principal, at the request of the grievant, shall meet within seven (7) school days for an official discussion of the grievance.

FORMAL STAGE

First Level If the grievance is not resolved to the satisfaction of the grievant through the informal stage above described, the employee shall present the grievance in writing to the Assistant Superintendent for Personnel within five (5) school days of the above official discussion with the Building Principal (Informal Stage, First Level) . After a meeting with the grievant, the Assistant Superintendent shall have fifteen (15) school days to render a decision.

Second Level Within ten (10) school days of the decision of the Assistant Superintendent, the grievance can be appealed to the Superintendent of Schools who shall confer with the parties and render a final decision within seven (7) school days.

THE DECISION OF THE SUPERINTENDENT SHALL BE FINAL,
NONREVIEWABLE AND BINDING ON THE PARTIES.

ARTICLE 13 - NO STRIKE CLAUSE

Neither the Alliance nor any employee covered by this Agreement shall engage in a strike (within the meaning of the Taylor Law) and neither the Alliance nor any employee covered by this Agreement shall cause, instigate, encourage, assist in or condone a strike.

ARTICLE 14 - SAVING CLAUSE

If any provision of the Agreement shall be found contrary to law then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in effect.

ARTICLE 15 - MISCELLANEOUS

1. The Alliance shall have the right to reasonable use of school buildings for professional meetings during times when the building is manned by the custodial staff pursuant to the District application procedure.

2. Any right or privilege not specifically delegated or granted by this Agreement is understood to remain a prerogative of the District.

3. 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.

4. In the event of a layoff, the District shall follow the principle of seniority within the unit to the extent this principle is not in conflict with its judgment as to the best needs of the students and/or the District.

5. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the term of this Agreement, except insofar as may be required by the provisions of this Agreement or by law.

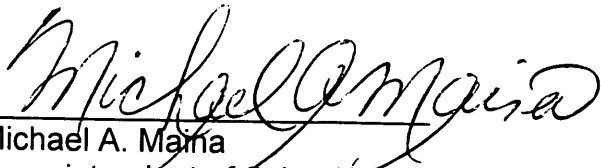
ARTICLE 16 - ROLE CLARIFICATION

The District and the Union agree that the job description for teaching assistants provided by the Commissioner of Education in Section 80.33(b) of the Regulations of the Commissioner of Education shall be applicable to teaching assistants in the employ of the District. That job description is appended hereto.

The District and the Union further agree that the District will provide information to administrators and also to teachers who work directly with teaching assistants relative to the job description, role, and function of teaching assistants in the Elwood Public Schools.

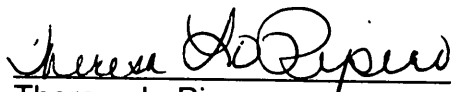
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year first above written.

ELWOOD UNION FREE SCHOOL DISTRICT



Michael A. Maina
Superintendent of Schools

ELWOOD ALLIANCE OF
TEACHING ASSISTANTS



Theresa LoPipero
President

TEACHING ASSISTANT SALARY SCHEDULE FOR 2002-2003

Step	TA Rate	Computer TA Rate
1	\$13.22	\$13.74
2	\$13.53	\$14.06
5	\$13.84	\$14.36
10	\$14.14	\$14.67

Longevity:

1) \$400 per year, if regular daily hours are at least 4.0, after 10 years of non-substitute Elwood employment

2) \$500 additional per year, if regular daily hours are at least 4.0, after 15 years of non-substitute Elwood employment

TEACHING ASSISTANT SALARY SCHEDULE FOR 2003-2004

Step	TA Rate	Computer TA Rate
1	\$13.88	\$14.43
2	\$14.21	\$14.76
5	\$14.53	\$15.08
10	\$14.85	\$15.40

Longevity:

1) \$400 per year, if regular daily hours are at least 4.0, after 10 years of non-substitute Elwood employment

2) \$500 additional per year, if regular daily hours are at least 4.0, after 15 years of non-substitute Elwood employment

TEACHING ASSISTANT SALARY SCHEDULE FOR 2004-2005

Step	TA Rate	Computer TA Rate
1	\$14.71	\$15.30
2	\$15.06	\$15.65
5	\$15.40	\$15.98
10	\$15.74	\$16.32

Longevity:

1) \$400 per year, if regular daily hours are at least 4.0, after 10 years of non-substitute Elwood employment

2) \$500 additional per year, if regular daily hours are at least 4.0, after 15 years of non-substitute Elwood employment

From Regulations of the Commissioner of Education, Section 80.33(b):

Teaching Assistant

Description: A teaching assistant is appointed by a board of education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

Duties: Teaching assistants assist teachers by performing duties such as:

1. Working with individual pupils or groups of pupils on special instructional projects;
2. Providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
3. Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
4. Utilizing their own special skills and abilities by assisting in instructional programs in such areas as : foreign languages, arts, crafts, music and similar subjects; and
5. Assisting in related instructional work as required.

From Education Law Section 3009.2(b):

Notwithstanding any other provision of law to the contrary, the school authorities of any school district shall have the power, in their discretion, to employ persons as teaching assistants. Such persons, if so employed, shall be authorized to act only under the general supervision of a licensed or certified teacher.

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