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Title: **Bayport-Blue Point Union Free School District and Bayport-Blue Point Teacher Aides' Association, Civil Service Employees Association, Local 1000 American Federation of State, County and Municipal Employees, AFL-CIO (2008)**

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Union: **Bayport-Blue Point Teacher Aides' Association, Civil Service Employees Association, American Federation of State, County and Municipal Employees, AFL-CIO**

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A10/4570

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT
Bayport, New York

NEGOTIATIONS AGREEMENT

Between the

Bayport-Blue Point Board of Education

and the

CSEA, Inc., Local 1000, AFSCME, AFL-CIO

Bayport-Blue Point Teacher Aides' Association

July 1, 2008 - June 30, 2012

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ADMINISTRATION

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STATEMENT OF RECOGNITION

In accordance with the provisions of the Public Employees' Fair Employment (Taylor) Act of 1967 and on the basis of employee designation requests, the Bayport-Blue Point Union Free School District recognizes the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, the certified union by the Bayport-Blue Point Teacher Aides' Unit of the Suffolk County Civil Service Employees' Association Local 870, as the sole and exclusive bargaining agent for the teacher aide and teacher assistant personnel of this school district, effective July 13, 1978.

1. **SALARY SCHEDULES**

a. Teacher Aides:

<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
1	10.05	10.38	10.72	11.10
2	11.09	11.45	11.82	12.23
3	11.91	12.30	12.70	13.14
4	14.24	14.70	15.18	15.71
5	15.30	15.80	16.31	16.88
6	16.35	16.88	17.43	18.04
7	17.40	17.97	18.55	19.20
8	18.45	19.05	19.67	20.36
9	19.51	20.14	20.79	21.52
10	20.53	21.20	21.89	22.66
11	21.60	22.30	23.02	23.83
12	22.66	23.40	24.16	25.01
13	23.71	24.48	25.28	26.16

b. Teacher Assistants:

<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
1	12.85	13.27	13.70	14.18
2	14.21	14.67	15.15	15.68
3	15.21	15.70	16.21	16.78
4	18.23	18.82	19.43	20.11
5	19.09	19.71	20.35	21.06
6	19.91	20.56	21.23	21.97
7	20.76	21.43	22.13	22.90
8	21.60	22.30	23.02	23.83
9	22.46	23.19	23.94	24.78
10	23.29	24.05	24.83	25.70
11	24.16	24.95	25.76	26.66
12	25.01	25.82	26.66	27.59
13	25.82	26.66	27.53	28.49

c. Promotions:

In the case of promotion, there will be movement to the first step of the salary schedule which results in an increase in salary.

2. **LONGEVITY**

- a. Longevity is paid in September of the anniversary year and the following rates are cumulative:

<u>Teacher Aides:</u>	14 years	\$.80	<u>Teacher Assistants:</u>	8 years*	\$.75
	19 years	.90		14 years**	.80
	24 years	1.00		19 years**	.90
				24 years	1.00

*Effective February 1, 1992, no teacher assistant may become eligible for this longevity.

****Teacher assistants who were receiving 85¢ for 14 years of service and 95¢ for 19 years of service as of March 28, 2006, will continue to receive these amounts until they progress to the next level.**

- b. For full time employees, payment for college credits will be paid on an annual basis as follows:

<u>Total Credits</u>	<u>Stipend</u>
5	\$ 75/per year
10	150/per year
20	300/per year

For every ten (10) credits completed above twenty (20), the rate increases by \$150 with a cap of one hundred ten (110) credits. Employees must receive prior approval from the Superintendent of Schools to take a particular course in order for credits to be applied toward the stipend. In addition, the course must be job related and/or a requirement (not an elective) for a post-secondary degree. Courses offered by SCOPE, SETRC, or District Inservice are eligible for consideration. All above rates are non-cumulative.

All credits prior to July 1, 1988 are automatically acceptable. Payment for credits shall be made by the end of the school year.

New employees hired on or after January 1, 1992 are not eligible for any of the above provisions of 2b.

3. **UNPAID ATTENDANCE**

Effective July 1, 2008, each employee in the unit shall be required to attend school up to eight (8) hours, unpaid, per year, for purposes of meetings and/or training. This may occur when school is or is not in session.

4. **PAID LEAVE**

a. Sick Leave shall be provided as follows:

Effective July 1, 2004:

<u>Years of Service</u>	<u>Full Time # of Days</u>	<u>Part-time # of Days</u>
1 – 2 years	3	3
3 years	4	3
4 – 5 years	6	4
6 – 9 years	9	5
10 years +	10	5

Sick day leave accrual shall be limited to 90 days for those employees hired after March 28, 2006. Employees who, as of this date, have accumulated 90 days or more shall be entitled to keep those days. If in the future these employees' sick day accumulations drop below 90 days, the 90-day limit shall apply.

The District may request a doctor's note after an employee has been absent for five consecutive work days.

- b. Personal Days Two (2) personal days will be granted per year for full time and one (1) day for part-time employees. Unused personal days will be applied to the employee's sick leave accumulation at the end of the school year. Requests for personal days must be given at least forty-eight (48) hours in advance of the personal day. In cases of emergency, advance notice may be waived. Personal days are to be used only if the personal business involved can be handled only by the employee and only during the working day, and that no other arrangements can be made. It is understood that abuse of this section by any employee (as well as abuse of all provisions of the contract for time off) is regarded as a serious offense with possible disciplinary measures.

Additional personal leave days will be granted at the discretion of the Superintendent of Schools.

- c. Death in the Family All employees shall be allowed five (5) days for death in the family. The days are not to be deducted from other time accruals. Family is defined as employee's mother, father, child, spouse, sister, brother, father-in-law, mother-in-law, grandchild, grandparent, step-parent, step-child, step-sibling, or other relative living in the employee's immediate household.

- d. Employees may be absent for illness within the family, as defined above, provided that in order to be paid, the employee must first utilize all unused personal days, and thereafter may utilize the employee's own sick days. There shall be no paid leave after the employee has exhausted his/her personal and sick days.

5. **VACANCIES**

All vacancies for positions in the unit will be posted.

6. **RETIREMENT**

- a. Subject to any required approval by the appropriate governmental authorities, the Board of Education agrees to participate in the New York State Employees' Retirement Plan, 75-i, or other mandated plan.
- b. Those employees who have accumulated at least 30 sick days as of June 30, 2001 will be compensated, upon retirement, for unused sick days at the rate of one for three (1 for 3) up to 90 days accumulated, payment not to exceed 30 days' pay at the regular daily pay rate. However, in no event can an employee's accumulation for pay out purposes exceed what was in the employee's bank as of June 30, 2001.

7. **PAYROLL DISTRIBUTION**

Employees will be paid by multiplying the number of hours they work per day by the hourly rate; multiplying that by the number of work days per year, and dividing that amount by 26 payments.

There shall be 26 equal payments commencing in September and the final July/August payments shall be paid on the last school day in June. To accommodate calendar years that do not have 26 payroll periods between September 1 and June 30 due to requirements of Education Law, Section 3015, which prohibits advance payment, there will be a change from 26 payments to 25 equal payments.

Effective July 1, 2001, there will be one week lag payroll.

In consideration of the foregoing, it is agreed that should an employee be absent for all or part of a workday, the employee's absence shall be charged as follows:

- a. Employees who work 3.5 hours per day who are absent at least ½ hour but not more than 1½ hours will be charged for a half-day's absence; if absent more than 1½ hours they will be charged for a full day's absence.
- b. Employees who work 7.5 hours per day who are absent at least one hour but not more than 3.5 hours will be charged for a half-day's absence; if absent more than 3.5 hours they will be charged a full day's absence.

This provision is in response to the Association's request to provide a more convenient method of payment.

8. **FORMAL GRIEVANCE PROCEDURES** are hereby instituted as follows:

Section I: General Policy It is the intention of the Board of Education that any employee, regardless of membership in an association, should have full access to the Board of Education on any grievance that may arise.

Section II: Definition A grievance is a claim by any employee or group of employees that there has been a violation, misrepresentation or misapplication of any provision of this agreement.

Section III: Procedure An employee must first present the problem (in writing) to the building principal within thirty (30) business days of the conduct or act complained of. If they are not able to resolve the problem, and that fact is stated by either party in writing, a grievance exists. Then, and only then, can the employee initiate the Grievance Procedure.

Wherever an employee prefers, s/he may choose any member of this particular staff, or a legal representative, to accompany him/her through the various stages of the Grievance Procedure.

The Association will establish a Grievance Committee which will hear the application of the aggrieved party. Once that committee has endorsed the existence of a grievance, the following levels of negotiations are to be pursued:

Level I The aggrieved party endeavors to settle the case with the parties immediately concerned. If no solution is reached, the grievance is taken to the next level.

Level II The aggrieved party presents the grievance to the Superintendent of Schools. If the aggrieved party is not satisfied by the resolution of the problem at this level, the Grievance is taken to the next level.

Level III The aggrieved party presents the grievance to the Board of Education. The Board reviews the matter, and will announce its decision within a period of thirty (30) days.

9. **ANTI-STRIKE PLEDGE**

The Association affirms that it does not have the right to strike. The Association and its agents will not assist or participate in strikes, sanctions, work slow-downs, or any concerted effort which is designed to impair the normal operation of the school system.

10. **MANAGEMENT CLAUSE**

Except as expressly provided otherwise by this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of the employees, are vested exclusively in the Board of Education.

11. **ZIPPER CLAUSE**

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

12. **AGENCY SHOP**

Effective on or after September 1, 1979, upon proper notice from the Association, the Board of Education shall deduct from the salary of employees who are included in the unit but not members of the Civil Service Employees' Association (Teacher Aides/Assistants) and who are full time or part-time employees an amount up to the equivalent of dues payable by a member of the Association. The Board shall transmit the monies so collected to the Association.

The Board of Education agrees to an agency shop fee deduction provision, as authorized by law, upon the following conditions:

1. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law, and other relevant statutes and case law.
2. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association as provided by law.
3. That the Bayport-Blue Point Civil Service Employees' Association (Teacher Aides/Assistants) represents to the Bayport-Blue Point Board of Education that it has an appeal procedure which is available to any individual member of the bargaining unit who is desirous of appealing the application of the agency shop provisions included within this agreement.
4. That as long as the Board complies with the law and this Agreement, the Association agrees to save the Board harmless with respect to all demands, claims, awards, or judgments assessed against the Board by reason of any claim made with respect to fees collected under this provision. It is understood that in lieu of payment of counsel fees, the Association shall provide appropriate representation to defend the District, should it become necessary.
5. That a bargaining unit member wishing to appeal the agency fee shall be precluded from using the contractual grievance procedure. Such person shall look to the Association for relief.

6. The Civil Service Employees' Association, Inc., shall have exclusive rights to payroll deduction of dues. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the CSEA, Inc.

13. **ASSOCIATION RIGHTS**

- a. The unit president shall receive one hour per week (when classes are not in regular session) to conduct association business. The Superintendent is to be informed of the time taken.
- b. The unit president shall receive two (2) days (paid) per year to attend conferences, conventions, or workshops.

14. **TRANSFERS WITHIN THE DISTRICT**

- a. Employees may be transferred within the district by using the following method:

Title Assignments The assignment of aides and assistants and their transfer to positions in various schools shall be made by the Superintendent, or his designee, on the basis of the following criteria:

1. Contribution which staff member could make in the position.
2. Qualifications of staff member (as determined by the Superintendent of Schools).
3. Opportunity for growth of the employee.
4. Desire on the part of the staff member regarding the new assignment (however, the needs of the District must be given primary consideration).
5. The assessment of the supervisor.

When the above criteria are equal, as determined by the Superintendent of Schools, preference for the assignment shall be based upon seniority.

- b. All employees will have the right to apply for transfers within job classifications. The decision to approve or disapprove such requests remains with the Superintendent of Schools. The Superintendent will notify such employees of his final decision.
- c. Nothing contained herein is intended to limit the Superintendent of Schools' authority to assign staff members according to the needs of the District. The decision of the Superintendent of Schools shall be binding on all parties.

15. **GRANT PROJECTS**

Payment to employees for services in a grant funded program outside the regular work day or regular work year shall be at the rate of pay as specified in the approved grant.

16. **JURY DUTY**

Employees who must report for jury duty shall receive regular pay but must return jury pay, less mileage and meal allowances, to the District.

17. **LEAVE OF ABSENCE**

Employees, after three (3) years' continuous service to the District, may apply for up to one (1) school year's leave of absence without pay or any benefits. All such applications are subject to the approval of the Superintendent of Schools and the Board of Education. Should such leave be granted, upon completion of the leave, the employee may return to the first available opening in a similar position.

18. **SNOW DAYS**

Employees who are not expected to report to work on an official snow emergency day shall be paid at his/her regular daily rate of pay. **Said days cannot exceed one (1) day per year for those hired after January 1, 1992.**

19. **MILEAGE**

Employees who are required to use their personal automobile for District business shall be paid mileage at the then prevailing District rate.

20. **DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2008 through June 30, 2012, and shall be automatically renewable for successive one-year terms unless either party serves written notice of termination on or before January 15 of the year in which it is desired to terminate the contract, but in no event before January 15, 2012.

21. **TAYLOR LAW, P.204**

It is agreed by and between the parties that any provision requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given formal approval.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the duly authorized officers on the 1 day of April, 2009.

BAYPORT-BLUE POINT
TEACHER AIDES' ASSOCIATION



President

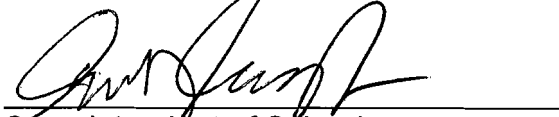


CSEA Representative

BAYPORT-BLUE POINT
BOARD OF EDUCATION



President/Vice President



Superintendent of Schools