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COLLECTIVE BARGAINING AGREEMENT
SAYVILLE UNION FREE SCHOOL DISTRICT

with

SAYVILLE SCHOOL RELATED PROFESSIONALS' CHAPTER
OF THE SAYVILLE TEACHERS' ASSOCIATION

Term: July 1, 2012 through June 30, 2017

120 People

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	PAYROLL DEDUCTIONS	1
ARTICLE III	WAGES	3
ARTICLE IV	HEALTH INSURANCE	11
ARTICLE V	LEAVE DAYS	14
ARTICLE VI	COURSE WORK	18
ARTICLE VII	LAYOFFS	18
ARTICLE VII	PERFORMANCE EVALUATIONS	20
ARTICLE IX	MANAGEMENT RIGHTS	21
ARTICLE X	GRIEVANCE PROCEDURE	21
ARTICLE XI	MISCELLANEOUS	23
ARTICLE XII	CIVIL SERVICE LAW § 204 a	24
ARTICLE XIII	IMPLEMENTATION OF CONTRACT TERMS	24
ARTICLE XIV	DURATION OF CONTRACT	25
APPENDIX A	JOB DESCRIPTIONS	26

AGREEMENT made and entered into this ____ day of August 2013, by and between the SAYVILLE UNION FREE SCHOOL DISTRICT, Town of Islip (hereinafter referred to as the “District”), and the SAYVILLE SCHOOL RELATED PROFESSIONALS’ CHAPTER OF THE SAYVILLE TEACHERS’ ASSOCIATION (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in an agreement,

NOW THEREFORE, it is mutually agreed that:

ARTICLE I. RECOGNITION

Section 1. The District recognizes the Sayville Teachers Association (hereinafter referred to as the “STA”) as the exclusive representative under Article XIV of the Civil Service Law for all regularly employed Teacher Aides and Monitors.

Section 2. The job descriptions for teacher aides and monitors are annexed hereto as Appendix A.

ARTICLE II. PAYROLL DEDUCTIONS

Section 1. The District agrees to deduct the dues from the salaries of its Teacher Aides and Monitors as authorized by the individual Teacher Aide and Monitor on a form prepared by the Association.

Section 2. No later than October 30 of each year the Association will provide the District with a list of each member and nonmember for whom dues and/or agency fees will be deducted and the total deduction owed by each person with the corresponding authorization cards in accordance with Civil Service Law § 208. Agency fees shall be deducted only for Teacher Aides and Monitors

who are not members of the Association and Teacher Aides who work three (3) or more hours regularly each day.

Section 3. The deduction shall be made in ten (10) equal installments commencing with the nearest practical pay period following the presentation of the signed authorization forms and the list provided for in Section 2 above.

Section 4. The authorization form shall be prepared and distributed by the Association. It shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the District from any liability therefor.

Section 5. Dues deductions authorized by an employee may be discontinued by an employee upon written notification to the District of his/her desire to discontinue the deduction. Such notification shall be signed by the employee, be in duplicate, and on receipt of same the District shall immediately forward one (1) copy to the Association. The discontinuance of dues deduction shall take effect on the first payroll after sixty (60) days from the date notice of discontinuance is received from the employee. (The right of the Association and the employee under the article shall be in conformity and consistent with the requirement of Section 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967). If an employee discontinues his/her dues deduction, he/she shall be placed on the list for agency fee deduction provided he/she works three (3) or more hours regularly each day.

The District shall transmit the monies so collected within five (5) school days of each installment date to an officer of the Association so designated in writing by the Association.

Section 6. The Association affirms it will abide by § 210 of the Public Employee's Fair Employment Act and the laws of the State of New York in general.

Section 7. The District agrees that it will not accord dues deduction or similar check off

rights to any other organization for the employee groups covered by the Agreement.

Section 8. Upon written request to the District, semi-monthly salary deductions will be made for U.S. Savings Bonds, the Teachers Federal Credit Union and VOTE COPE. Semi-monthly salary deductions will be made for tax-sheltered annuities and loan payments to the Retirement System. The above deductions shall be in equal installments and on a September to June basis. By submitting the authorization form, the employee waives all rights and claims for the money deducted and relieves the District from any liability therefor.

Section 9. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article. The Association will be liable for the cost of one district lawyer for agency fee disputes where the District is served at the standard district rate. The schedule of attorneys' fees for this purpose shall be submitted to the Sayville Teachers Association by September 30 of each school year.

ARTICLE III. WAGES

A. Teacher Aides

Section 1 2012-2013 - 0.00% on base effective July 1, 2012.

Section 2 2013-2014 – Base wage to increase by 25 cents.

Section 3 2014-2015 - Base wage to increase by 1.5%.

Section 4 2015-2016 - Base wage to increase by 1.5%

Section 5 2016-2017 - Base wage to increase by 1.5%

Section 6 The salary schedule for teacher aides shall be as follows:

	7/1/12	7/1/13	7/1/14	7/1/15	7/1/16
Step 1	\$17.49	\$17.74	\$18.01	\$18.28	\$18.55
Step 2	\$19.16	\$19.41	\$19.70	\$20.00	\$20.30
Step 3	\$20.62	\$20.87	\$21.18	\$21.50	\$21.82
Step 7	\$22.15	\$22.40	\$22.74	\$23.08	\$23.43

Section 7 Special Education aides shall receive 50 cents above the appropriate hourly rates set forth above. Only employees specifically classified and designated in writing as Special Education aides by the Board of Education shall receive this stipend.

Section 8 Payment for Additional Teacher Aide Work - Teacher aides selected by the District to perform substitute teacher aide work beyond their normal work hours shall be paid the rate of pay as provided in the contract. The additional time worked by such teacher aides shall not be counted in determining eligibility for contractual leave benefits or health insurance.

Section 9.

A. Advancement on Step - Teacher Aides will not advance to the next step of the salary schedule unless they work one full school year on the preceding step. Step advancement may only take place in September or February (at the beginning of the semester). For example, if an aide is hired in April, 2013 he/she would advance to the next step in September, 2014.

B. Monitors

Section 1 2012-2013 - 0.00% on base effective July 1, 2012.

Section 2 2013-2014 – Base wage to increase by 25 cents.

Section 3 2014-2015 - Base wage to increase by 1.5%.

Section 4 2015-2016 - Base wage to increase by 1.5%

Section 5 2016-2017 - Base wage to increase by 1.5%.

Section 6 The salary schedule for monitors shall be as follows:

	7/1/12	7/1/13	7/1/14	7/1/15	7/1/16
First year of service	\$14.05	\$14.30	\$14.51	\$14.73	\$14.95
Unit members with more than 1 and less than 7 years of service	\$14.58	\$14.83	\$15.05	\$15.28	\$15.51
Unit members with 7 or more years of service	\$15.99	\$16.24	\$16.48	\$16.73	\$16.98

Monitors selected by the District to perform unit work beyond their normal work hours shall be paid the monitor rate of pay as provided in the contract

C. Longevity

1. Teacher Aides

Eligible employees shall have the following amounts added to the top step of the salary schedule in the appropriate school year.

a. 2012-2013

Effective July 1, 2012 unit members working as teacher aides for more than 10 consecutive years shall receive a longevity payment of 75 cents per hour worked.

Effective July 1, 2012 unit members working as teacher aides for more than 15 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

These payments are not cumulative

b. 2013-2014

Effective July 1, 2013 unit members working as teacher aides for more than 10 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2013 unit members working as teacher aides for more than 15 consecutive

years shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2013 unit members working as teacher aides for more than 20 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

These payments are not cumulative

c. 2014-2015

Effective July 1, 2014 unit members working as teacher aides for more than 10 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2014 unit members working as teacher aides for more than 15 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

Effective July 1, 2014 unit members working as teacher aides for more than 20 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

These payments are not cumulative

d. 2015-2016

Effective July 1, 2015 unit members working as teacher aides for more than 10 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

Effective July 1, 2015 unit members working as teacher aides for more than 15 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

Effective July 1, 2015 unit members working as teacher aides for more than 20 consecutive years shall receive a longevity payment of \$1.50 per hour worked.

These payments are not cumulative

e. 2016-2017

Effective July 1, 2016 unit members working as teacher aides for more than 10 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

Effective July 1, 2016 unit members working as teacher aides for more than 15 consecutive years shall receive a longevity payment of \$1.50 per hour worked.

Effective July 1, 2016 unit members working as teacher aides for more than 20 consecutive years shall receive a longevity payment of \$1.50 per hour worked.

These payments are not cumulative.

Accordingly, the longevity for teacher aides shall be as follows

<u>Years of Service*</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
10 or more years of consecutive service	75 cents	\$1.00	\$1.00	\$1.25	\$1.25
15 or more years of consecutive service	\$1.00	\$1.00	\$1.25	\$1.25	\$1.50
20 or more years of consecutive service	-----	\$1.25	\$1.25	\$1.50	\$1.50

These payments are not cumulative.

*Years of service for longevity include only time served in the particular position, e.g., you must serve ten years as an aide in order to be eligible for longevity as an aide. Time served as a monitor does not count for aide longevity. Employees who work as monitors and aides throughout the entire school year receive time served in both positions and therefore an employee who works as both an aide and monitor for 10 full years would be eligible for longevity for the relative hours worked in both those positions.

2. Monitors

Eligible employees shall have the following amounts added to the top step of the salary schedule in the appropriate school year.

a. 2012-2013

Effective July 1, 2012 unit members working as monitors for more than 10 consecutive years shall receive a longevity payment of 50 cents per hour worked.

Effective July 1, 2012 unit members working as monitors for more than 15 consecutive years shall receive a longevity payment of 75 cents per hour worked.

These payments are not cumulative

b. 2013-2014

Effective July 1, 2013 unit members working as monitors for more than 10 consecutive years shall receive a longevity payment of 75 cents per hour worked.

Effective July 1, 2013 unit members working as monitors for more than 15 consecutive years shall receive a longevity payment of 75 cents per hour worked.

Effective July 1, 2013 unit members working as monitors for more than 20 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

These payments are not cumulative.

c. 2014-2015

Effective July 1, 2014 unit members working as monitors for more than 10 consecutive years shall receive a longevity payment of 75 cents per hour worked.

Effective July 1, 2014 unit members working as monitors for more than 15 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2014 unit members working as monitors for more than 20 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

These payments are not cumulative.

d. 2015-2016

Effective July 1, 2015 unit members working as monitors for more than 10 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2015 unit members working as monitors for more than 15 consecutive years

shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2015 unit members working as monitors for more than 20 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

These payments are not cumulative.

e. 2016-2017

Effective July 1, 2016 unit members working as monitors for more than 10 consecutive years shall receive a longevity payment of \$1.00 per hour worked.

Effective July 1, 2016 unit members working as monitors for more than 15 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

Effective July 1, 2016 unit members working as monitors for more than 20 consecutive years shall receive a longevity payment of \$1.25 per hour worked.

These payments are not cumulative.

Accordingly, the longevity for monitors shall be as follows:

<u>Years of Service*</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
10 or more years of consecutive service	50 cents	75 cents	75 cents	\$1.00	\$1.00
15 or more years of consecutive service	75 cents	75 cents	\$1.00	\$1.00	\$1.25
20 or more years of consecutive service	-----	\$1.00	\$1.00	\$1.25	\$1.25

These payments are not cumulative.

* Years of service for longevity include only time served in the particular position, e.g., you must serve ten years as a monitor in order to be eligible for longevity as a monitor. Time served as an aide does not count for monitor longevity.. Employees who work as monitors and aides

throughout the entire school year receive time served in both positions and therefore an employee who works as both an aide and monitor for 10 full years would be eligible for longevity for the relative hours worked in both those positions.

A Board approved leave of absence or a reduction in force (i.e. layoffs) will not constitute a break in service. However, time spent on an approved leave or on layoff shall not constitute as years of service for longevity or any other benefit under this agreement.

Employees must work in the particular position for the requisite period of time to be eligible for longevity. Longevity payments will commence in either September or February following the applicable anniversary date. However, anyone who has the requisite number of years of service prior to October 1 will receive the longevity payment effective the prior September. Accordingly, an eligible employee with an anniversary date between October 1 and January 31, will have their longevity payments commence in the following February. Anyone with an anniversary date between February 1 and September 30 will have their longevity payments commence in September of the calendar year in which they have completed ten (10) years of service.

D. Bus Duty

Section 1 - Effective July 1, 2012 all aides and monitors who perform bus duty assignments shall be paid for time worked on a pro-rata rate based upon the top hourly rate reflected in the monitor's pay schedule (\$15.99 in 2012-2013 and thereafter adjusted as per Article III, Section 1).

Section 2 - Elementary schools shall post any vacancies for bus duty, two times per school year, i.e., September and January of each year.

Section 3 - Bargaining unit members may volunteer for bus duty service. Individuals who volunteer for bus duty throughout the entire school year shall have their time served as a bus monitor included in determining the amount of contractual leave benefits but shall not have such time

counted towards qualifying for contractual health insurance benefits or for calculating health insurance contributions (if any).

In the event there are an insufficient number of volunteers the District may assign a bargaining unit member bus duty on a rotating basis. Unit members may be assigned morning or afternoon bus duty every 20 working days. Individuals who are assigned bus duty shall not have the time served as bus monitor counted towards their contractual leave benefits. Mitigating circumstances of each employee, e.g., family responsibilities, etc. shall be considered before directing any individual to perform bus duty. The parties recognize that the safety of the school children is paramount and under no circumstances may their safety be jeopardized.

Section 4 - If the District has difficulty obtaining volunteers and if the Association believes that an inordinate amount of involuntary assignments have been made by the District, the parties agree that they will promptly meet to discuss possible solutions to the problem (e.g., canvassing, advertising, etc.) and implement any agreed upon solutions.

Section 5 – These provisions shall not apply to any special education aide who is responsible for picking up a special education student from the bus or bringing the special education student to the bus. Such individuals shall continue to be paid in accordance with the applicable rate of pay as set forth in the collective bargaining agreement.

ARTICLE IV. HEALTH INSURANCE (TEACHER AIDES ONLY)

Section 1. Health Insurance includes the Suffolk School Employees Health Plan or H.M.O. Plans now in effect in the Sayville School District. However, District may exercise its right to revert back to the Empire Plan or another plan that at the time provides substantially similar or better benefits for active employees or retirees than the Suffolk Schools Employees Health Plan as permitted by this collective bargaining agreement. Health insurance shall only be available for

eligible Teacher Aides.

Section 2. Individual Coverage

Employees shall contribute 12.5% towards the cost of the individual employee premium. Effective July 1, 2013 employees shall contribute 14.0% towards the cost of the individual employee premium. Effective July 1, 2014 employees shall contribute 16.0% towards the cost of the individual employee premium. Effective July 1, 2015 employees shall contribute 18.0% towards the cost of the individual employee premium. Effective July 1, 2016 employees shall contribute 20.0% towards the cost of the individual employee premium.

Section 3. Family Coverage

Employees shall contribute 12.5% towards the cost of the family premium. Effective July 1, 2013 the employee shall contribute 14.0% towards the cost of the family premium. Effective July 1, 2014 the employee shall contribute 16.0% towards the cost of the family premium. Effective July 1, 2015 the employee shall contribute 18.0% towards the cost of the family premium. Effective July 1, 2016 the employee shall contribute 20.0% towards the cost of the family premium. The District shall contribute the balance of the cost provided no similar health insurance coverage is provided by any other employer or carrier. The District shall not provide dual coverage for two (2) District employees working for the District.

Section 4. Any additional sums which may be required for the HMO shall be paid by the individual employee.

Section 5. The District's share of any costs shall be prorated for regular part-time employees.

Section 6. Employees must be scheduled to work more than seventeen (17) hours per week in order to be eligible for health insurance benefits provided by the District.

Section 7. Retiree Health Benefits

A. Teacher aides, shall be entitled to health insurance coverage into retirement provided they:

- i. are enrolled in the health insurance plan at the time of retirement; and
- ii. meet the criteria for retirement set forth by the New York State Employee Retirement System (but do not have to be members of the ERS)
- iii. were enrolled in the health insurance plan for a minimum of five years prior to the time of retirement. This section will be waived for members finding themselves in a life changing circumstance (i.e., death of spouse, divorce, serious injury or disease, loss of health insurance, birth or adoption of child) provided they are enrolled in the insurance program at the time of retirement; and
- iv. have provided a minimum of fifteen (15) years of continuous service to the Sayville Union Free School District in this unit with a minimum of ten (10) continuous years of the time in a position that qualified for health insurance benefits. Approved leave of absences or reductions in force (i.e., layoffs) will not constitute a break in service.

B. A qualified aide who is eligible for health insurance benefit shall only be eligible to receive the same plan as he/she was receiving in his/her final five years in the district, i.e., the aide will only be eligible for family health benefits if he/she was receiving family benefits consistently over the last five years of his/her employment. Exceptions will be made for change in family status of the eligible aide.

C. This benefit shall cease upon the death of the retiree.

D. Eligible members will contribute a flat dollar amount equal to the amount they were paying in their final year of employment or the contribution rates in effect during the individual's last year of vested status, whichever is applicable. However, eligible members that have a life changing event and elect to change coverage shall pay the amounts applicable to the new plan selected.

E. Should the Sayville Union Free School District revert back to the Empire Plan or to

an alternative health insurance plan, contributions toward group health benefits will continue and be consistent with the collective bargaining agreement, policy and law.

F. Teacher aides who retire from the District with a retirement disability from the New York State Employee Retirement System are eligible to receive retiree health insurance benefits provided they satisfy the criteria of Paragraph A (i – iv).

ARTICLE V. LEAVE DAYS

Section 1 - LEAVE DAY ACCRUAL. Employees shall be allowed up to twelve (12) days per year with pay during absence on account of personal illness or illness in the immediate family. These days shall be earned on a monthly basis. The immediate family is defined as parents, parents-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, guardian, grandchildren or grandparent. Two (2) of the twelve (12) days may be used as personal reason days. Maximum leave day accumulations shall be seventy-five (75) days. All such absences will require oral notification followed by written notice upon return to work.

Section 2 – PERSONAL LEAVE. Personal leave for absence is for unavoidable reasons. The reason for the personal day shall, upon request, be orally stated to the Principal. Requests for such absence must be approved in writing forty-eight (48) hours in advance of the leave. Such requests shall not unreasonably be denied. The following stipulation also shall apply:

a. No approval will be granted for days immediately preceding or following a vacation period or holiday unless the absence is clearly beyond the control of the employee; and

b. The Administration shall have the right, in its discretion, to limit the number of employees absent on any given day in the best interest of the School District.

Section 3 – EMERGENCY CLOSING. Unit members shall be paid up to a maximum of three (3) days in each school year when school is closed for the day due to an emergency.

Section 4 - HOLIDAYS. Teacher Aides and Monitors will be paid for Thanksgiving, Christmas, Martin Luther King Day and New Years Day.

Effective during the 2014-2015 school year, unit employees shall be paid their regular daily pay for Memorial Day. Effective during the 2016-2017 school year unit employees shall be paid for one additional holiday, Veteran's Day, at their regular daily rate of pay.

Employees on leave of absence are not eligible for these payments.

Section 5 – JURY DUTY. Employees who are legally required to serve on jury duty shall receive their regular pay and shall return the jury duty allowance to the District. The mileage allowance will be retained by the employee.

Section 6 - BEREAVEMENT. Absence for death in the immediate family (parents, parents-in-laws, spouse, children, brother, sister, brother-in-law, sister-in-law, guardian, grandchildren or grandparent) shall be granted with no loss of pay to employees and shall not be charged against their leave credit. Such reasonable absence will require oral approval followed by written notice upon return to work. Under no circumstances may an employee receive more than five (5) bereavement days per death.

Each bereavement shall be treated on an incident basis. Bereavement days must be taken consecutively.

Section 7 – UTILIZATION OF LEAVE TIME. Unit members who call in sick, leave work early, for any reason, or are otherwise unavailable to work for any portion of the work day shall not be eligible to use accrued leave in increments other than full or half days. For example an employee scheduled to work a 4 hour day would not be eligible to use any accrued leave if he/she works only 2.5 hours of the scheduled workday.

Unit members that take a leave day (or half day) must have that day deducted from the bank

of days unless there are no days available. Unit members cannot take a leave day (or half day) and request it as unpaid unless approved by the Superintendent or his/her designee in writing.

Section 8 - LEAVE DAY NOTIFICATION. , All employees shall be notified in writing (or e-mail) each September of the number, if any, of their accrued leave days.

Section 9 – LEAVES OF ABSENCE. Unit members with three or more years of continuous service in the District are eligible to take one leave of absence from District service (on 30 days notice when practicable) for any reason provided for under the Family Medical Leave Act, e.g., caring for sick family members, medical reasons, infant child care, etc. during a twelve month period. Such individuals will be given priority consideration for future openings (consistent with other provisions of this contract) in the next school year.

Section 10 – DELAYED OPENINGS.

Section A

Where the opening of school is delayed, unit members shall be paid for the same number of hours they are normally scheduled to work provided they do in fact work the same number of hours or are able to do so but are not offered the opportunity to work. All unit members, including employees who normally work until the end of the school day shall be offered the opportunity to work additional hours (the hours missed) and paid consistent with Section B below.

Section B.

When there is a delayed opening all unit members interested in working the additional hours shall notify the principal (or his/her designee) of his/her availability to work additional hours, i.e., the number of hours missed as a result of the delayed opening.. This shall be done on a form that is agreed upon by the District and Association. The employee shall submit the form to the building principal within 7 school days of the delayed opening. (If no timely form is submitted, the District is

under no obligation to offer work to the employee and he/she shall not be paid). Within 30 calendar days of submission of the form, the District will provide to the employee a minimum of three dates (or combination of dates) in that school year in which he/she can work the number of hours missed as a result of the delayed opening. If no such offer is made to the employee within the time proscribed, the employee shall be paid his/her regularly hourly rate for the hours missed as a result of the delayed opening. If the employee does not respond to the offer and/or does not work the additional hours offered, he/she shall not be paid for the additional hours.

Section 11 – Lag Payroll and Leave Days – Teacher Aides

Effective July 1, 2013, a teacher aide working five continuous years or more as a teacher aide in the District can be paid up to six accumulated leave days, at the current step 1 teacher aide rate of pay, in the first bi-weekly payroll in September. The days will be based on the aide's Board-approved assignment for the period ending June 30. In order to be eligible for this benefit, a minimum of 12 days must have been earned and accumulated by June 30 of the previous school year.

Aides eligible for this option must provide written notification to the Business Office no later than June 30 of the prior school year; i.e., if you were appointed as a four-hour aide and you worked five years or more and banked 12 leave days as of June 30, 2013, you would be eligible for payment of six four-hour days at the current step 1 aide rate of pay in the first bi-weekly payroll in September of 2013. Individuals seeking to obtain this benefit shall be required to complete a form agreed upon between the District and Association.

Retirees and excessed members are eligible for this payment (only in the year following the year they retire or are excessed) if they meet the criteria.

Section 12 – Lag Payroll and Leave Days – Monitors

Effective July 1, 2013, a monitor working five continuous years or more as a monitor in the

District can be paid up to six accumulated leave days, at the current step 1 monitor rate of pay, in the first bi-weekly payroll in September. The days will be based on the monitor's Board-approved assignment for the period ending June 30. In order to be eligible for this benefit, a minimum of 12 days must have been earned and accumulated by June 30 of the previous school year. Monitors eligible for this option must provide written notification to the Business Office no later than June 30 of the prior school year; i.e., if you were appointed as a four-hour monitor and you worked five years or more and banked 12 leave days as of June 30, 2014, you would be eligible for payment of six four-hour days at the current step 1 monitor rate of pay in the first bi-weekly payroll in September of 2014. Individuals seeking to obtain this benefit shall be required to complete a form agreed upon between the District and Association

Retirees and excessed members are eligible for this payment (only in the year following the year they retire or are excessed) if they meet the criteria.

ARTICLE VI. COURSE WORK (TEACHER AIDES ONLY)

Section 1. If the District requests a Teacher Aide to take a college credit or in-service course on non-District time, the District shall pay the tuition provided the Teacher Aide consents to take the course and successfully completes same. It is understood that the District can mandate a Teacher Aide take a course on District time provided the District pays the tuition cost.

ARTICLE VII. LAYOFFS

Section 1. In the event that at the end of a school year one or more aide or monitor positions are abolished with a resulting layoff, the District shall consider a number of factors before determining which particular aide or monitor may be excessed, *i.e.*, not rehired for the following school year. Such factors shall include all of the following:

a. the seniority of the aide or monitor (this factor need only be considered if the aide or monitor has worked a minimum of three (3) consecutive years in the District). Seniority for purposes of this article only shall be defined as the SRP's number of consecutive years of service with the District in the unit since his/her most recent date of hire. SRPs whose employment is interrupted for thirty (30) school days or less shall not be considered to have any break in service. Periods of time when an SRP is using paid leave days or is on an approved leave of absence shall not be considered a break in service. If the service is interrupted by more than 30 days due to circumstances not under the control of the SRP, i.e., student moves, student illness, decrease in enrollment, changes in IEP, it shall not be considered a break in service.

b. the overall performance of the aide or monitor throughout the course of his/her employment;

c. the needs of the student(s) (if applicable) for which the SRP is hired; and

d. Whether the displacement of one SRP by another shall have any negative impact on a student or students in the building

e. the particular position of the SRP (*e.g.*, program aide, one-on-one aide, etc.);

f. the particular qualifications of the aide to perform in a position other than he/she has primarily performed while employed in the District; and

All other factors being equal, then seniority of the aide or monitor shall control.

Section 2. Nothing in the foregoing shall affect the District's right to discipline or assign employees. This article shall not apply when an SRP is terminated or voluntarily resigns.

Section 3. There shall be no bumping of any unit members for any layoffs that occur during the school year.

Section 4. Excessed SRPs with three (3) or more consecutive years in the District will be given full consideration for rehire when an SRP position becomes available within three (3) years of their excessing. Any such excessed SRP who refuses a similar hourly assignment need not be given any future consideration for employment with the District.

Section 5 If an SRP should have his/her position abolished during the school year, he/she shall be placed on a preferred substitute list until the end of the school year. The excessed SRP must first be deemed qualified by the District for any position that becomes available during that school year.

ARTICLE VIII. - PERFORMANCE EVALUATIONS

Section 1. The District and Association recognize the importance of performing annual performance evaluations of all employees. Accordingly, each year the District shall perform no less than one performance evaluation of each unit member. The unit member shall have the opportunity to respond to the evaluation. The Association shall have input into the creation of the evaluation document.

Section 2. The principal or his/her designee shall schedule one annual conference and such additional conferences as he/she may deem desirable with each aide or monitor in his/her building. The purpose of the conference shall be to discuss the evaluation of each aide or monitor as stated on the year-end appraisal form. The copy of the year-end appraisal shall be furnished to the aide or monitor prior to the said conference. At the conclusion of the conference, the aide or monitor shall be asked to sign the year-end appraisal signifying merely that the appraisal has been read by the aide or monitor and such signature shall not be considered evidence of agreement. The aide or

monitor shall have the right to comment in writing concerning the year-end appraisal within twenty (20) school days after the conference.

Section 3. The observation reports and evaluations referred to above, together with the aide's or monitor's comment thereon, if any, shall be placed in the aide's or monitor's personnel file or folder.

ARTICLE IX. MANAGEMENT RIGHTS

Section 1. The Association recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

Section 2. The Association recognizes the right of the District and the Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management in conformity with the obligations of the Agreement to facilitate effective operation.

Section 3. All usual and normal administrative functions and responsibilities of the employer shall be reserved to the Board of Education, except where specifically limited by any provisions of this Agreement.

Section 4. Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work hours/schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

ARTICLE X. GRIEVANCE PROCEDURE

Section 1. A grievance is any alleged violation of the terms of this Agreement.

Section 2. Procedures

a. An employee who has a grievance shall identify the specific contract section he/she believes has been violated. The grievance shall be filed within twenty-five (25) calendar days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

b. The grievance shall be first filed with the Building Principal (or the lowest level administrator with the authority to settle the grievance). The Building Principal shall meet with the grievant to discuss the grievance within ten (10) calendar days after the filing of the grievance. Within ten (10) calendar days after such meeting, the Building Principal shall issue a decision in writing to the grievant.

c. If the grievant is not satisfied with the decision, he/she may appeal, in writing, to the Superintendent of Schools within ten (10) calendar days after the receipt of the decision. Within ten (10) calendar days after the receipt of the appeal, the Superintendent of Schools or his designee shall meet with the grievant. The Superintendent of Schools or his designee shall issue a decision in writing to the grievant within ten (10) calendar days after meeting with the grievant.

d. If the grievant is not satisfied with the Superintendent's decision, he/she may appeal, in writing, to the Board of Education within ten (10) calendar days after the receipt of the decision. Within twenty-five (25) calendar days, the Board of Education shall hold a hearing upon receipt of the appeal. The Board of Education shall issue a decision in writing to the grievant within twenty-five (25) calendar days after meeting with the grievant.

Section 3. The employee may, if he/she so desires, have the assistance of the Association at any stage of the procedures.

Section 4. Failure at any step of the procedure to file and/or appeal to the next step within

the specified time limit shall be a waiver of the right to file and/or appeal.

Section 5. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step of the procedure. The time within which to do so shall commence with the date such decision was due.

ARTICLE XI. MISCELLANEOUS

Section A. Staff Development

Effective July 1, 2013 the District may establish no more than two four-hour staff development days during the school year/calendar. The Administration may seek input from unit representatives on content of the staff development training program. Training shall occur during normal school hours including Superintendent's conference days. Unit members shall be informed of the days by the end of the previous school year when possible.

Section B. Lunch Period

The District will make every reasonable attempt for all aides and monitors that qualify for lunch to receive 30 minutes of unpaid and uninterrupted lunchtime.

Section C. Voluntary Transfer Requests

Unit Members who desire a change in building may apply for such change in positions in writing to the Office of the Superintendent on designated forms which will be available in each building. Applications for transfer will be granted provided that there is a vacancy and they do not conflict with the best interests of the District or the educational program. All applications submitted to the Office of the Superintendent shall be kept confidential. Nothing in the foregoing shall prevent the District from transferring an employee to another building.

Section D. Time Sheets

Aides and monitors must fill out each time sheet completely and accurately. Unit members who are absent on a particular day need to indicate in writing the reason for the missed day. i.e., out sick, jury duty, family sickness, etc.

ARTICLE XII. CIVIL SERVICE LAW, SECTION 204 a

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204 a, IT IS UNDERSTOOD AND 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.

ARTICLE XIII. IMPLEMENTATION OF CONTRACT TERMS

Section 1. If any provision of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2. The 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.

Section 3. The Board shall enact all necessary policies, by-laws and administrative procedures to implement all the terms of this Agreement requiring enactment. This Agreement shall supersede any policy, by-laws or administrative procedure with which it is inconsistent.

ARTICLE XIV. DURATION OF CONTRACT

This Agreement shall take effect July 1, 2012 and shall continue in full force and effect up to

and including June 30, 2017.

SAYVILLE UNION FREE SCHOOL
SCHOOL DISTRICT

Dr. Walter F. Schartner
Superintendent of Schools

SAYVILLE SCHOOL RELATED
PROFESSIONALS' CHAPTER OF
THE SAYVILLE TEACHERS'
ASSOCIATION

Patricia Harris - SRP Chapter Chairperson

SAYVILLE TEACHERS' ASSOCIATION

President

SCHOOL MONITOR

3180

DISTINGUISHING FEATURES OF THE CLASS

Employees in the class perform responsible sub-professional work supervising students in school buildings, playgrounds and at street crossings. Work requires the exercise of good judgment and the ability to get along well with children. The nature of the work is such that the employee must be able to supervise students in a courteous but firm manner. Work is performed under the general supervision of a teacher or principal. Does related work as required.

TYPICAL WORK ACTIVITIES

Guides children safely across streets and intersections;

Oversees students passing between classes and locker room and on school premises immediately before and after school;

Issues supplies and equipment for locker rooms and swimming pools;

Aids children in lower grades with wearing apparel; helps maintain order in classrooms; may have charge of rest periods; may assist teachers with play supervision and with lunch periods.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Ability to gain and hold the confidence of, and to maintain a patient and understanding attitude toward school children; ability to maintain order in classrooms and to enforce school regulations with firmness, tact and impartiality; ability to establish good working relationships with students, parents, school personnel and the general public; ability to keep simple records and to make reports; ability to understand and follow oral and written instructions; good judgment; tact; courtesy; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

There are no minimum qualifications for this position.

R12/22/78
SUFFOLK COUNTY
Labor

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class relieves teachers from routine duties by performing various record keeping tasks and other semi-professional tasks. The employee is expected to exercise good judgment and to have considerable ability in getting along with children. The nature of the work is such that the incumbent may be required to possess some knowledge of the specific area of instruction performed by the teacher to which the Aide is assigned. All work is performed under the supervision of the teacher or school principal and is reviewed periodically for adherence to school policies and regulations. Does related work as required.

TYPICAL WORK ACTIVITIES

Arranges conferences with students;

Assists in correcting tests papers, themes and essays;

Oversees students in completing assigned projects;

Assists the teacher in recording grades and marks;

Assists in operating audio-visual equipment when required;

May work with students to review and reinforce the classroom teacher's directions.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Some knowledge of the subjects to which the Aide is assigned; ability to gain and hold the confidence of and to maintain a patient and understanding attitude toward school children; ability to maintain order in classrooms and to enforce school regulations with firmness, tact and impartiality; ability to operate audio-visual equipment when requested; ability to understand and follow oral and written instructions; good judgment; tact; courtesy; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

There are no minimum qualifications for this position.

NECESSARY SPECIAL REQUIREMENT

Depending on the nature of the position under consideration, employees may be required to communicate in a language other than English.

R07/06/06

SUFFOLK COUNTY

Non-Competitive

DISTINGUISHING FEATURES OF THE CLASS

The work involves assisting physically or mentally handicapped children by caring for their physical needs and comfort in school. Under supervision, an employee in their class is responsible for aiding physically handicapped or mentally retarded school children in a variety of routine tasks. Although the primary emphasis of the position is the caring for the physical needs of the children, an employee in this class may, if time allows, perform various classroom record keeping tasks as directed by a teacher or other professional supervisor and may provide assistance to students in completing assigned projects. Detailed instructions and supervision are received at the beginning of employment and on new assignments, but regular assignments may be performed more independently as experience is gained. Work is performed under the supervision of a teacher or other professional supervisor who reviews work while in progress and upon completion. Does related work as required.

TYPICAL WORK ACTIVITIES

- Helps children confined to wheelchairs or on crutches to enter and leave school and to move to various school areas during the day;
- Helps children with wearing apparel and to adjust orthopedic devices;
- Seats children in special chairs or on slant boards, provides them with school supplies, brings lunches and feeds those who cannot feed themselves;
- Assists children in the bathroom;
- Assists children with grooming and washing;
- Attends to children who are ill or who have seizures;
- May provide assistance to students in completing assigned projects;
- May perform record keeping tasks such as the maintenance of attendance and the entering of grades.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Good knowledge of the care of children; some knowledge of first-aid methods; ability to learn how to give the special care required by handicapped children; ability to establish a good relationship with the children and to work effectively with the teachers, therapists and other school personnel; ability to understand and follow oral and written directions.

MINIMUM QUALIFICATIONS

OPEN COMPETITIVE

There are no minimum qualifications for this position.

R04/15/88

SUFFOLK COUNTY

Non-Competitive