

Negotiations Update for Teaching Assistants and Nurses

Last spring input meetings were held with the Teaching Assistants and Nurses. From these meetings the SFT Officers and the Executive Board representatives, John Savarese and Lori LoRusso, compiled the negotiation packages for each group. During negotiation sessions John Koscinski and I represent the Teaching Assistants and Nurses; Maureen Kenney and Denise Nystrom represent the District. There have been several meetings since May, and progress has been achieved at each meeting. Details of the meetings cannot be released until the Memorandums of Agreement are complete and ready for member voting. Until such time as agreements are reached, members are to continue working under the expired contracts. Below are the **original** demand packages from the SFT and the District. These **do not** reflect any agreements that may have been reached thus far.

SFT PROPOSALS – TEACHING ASSISTANTS**1. Article I - Duration of Contract (pg 1)**

Open to a 2 year contract to expire concurrently with the Sewanhaka Federation of Teachers contract.

2. Article IV wages and other financial benefits (pages 3-5)

K. Health Insurance Opt-Out Plan - CHANGE to read: Once a TA has utilized the opt-out option they will remain Opted-out until such time as they provide written notification to the District.

N. Sick Leave Conversion:

Any Teaching Assistant who has served the District for twenty (20) years or more shall have the option of converting at the rate of 1/200th of the current year's salary his/her accumulated sick leave up to a maximum of: 216 days in 2012-2013, 220 days in 2013-2014 into additional salary over the next two years, as he/she may desire for services rendered during those years at the rate of one day for each four days of accumulated sick leave, spread equally over the number of years selected. During those years the employee shall continue to accrue sick leave, but the exercise of this option shall eliminate any accrued sick leave in excess of 216 days in 2012-2013, 220 days in 2013-2014 that may have been accrued as of the time of such exercise of such option.

N. Paragraph 2: strike sentence 2 "This benefit will be payable.....District service."

3. Coverage of Classes: Article V. J: (pg 6)

ADD: Under normal circumstances a TA is not to be utilized to perform internal coverage assignments. However, in emergency situations, should a TA be utilized in this capacity the said TA will receive the amount stipulated in the Sewanhaka Federation of Teachers Schedule B, D. In addition, the TA schedule will not be altered or deviated in such a way that they are not attending their regularly assigned classes, lunch or prep period. Under no circumstances shall a TA be utilized who does not hold a valid NYS Teaching Certificate.

4. ADD language regarding resignation from the District: (page 18) Similar to teacher's contract:

Article XIV: Any member of the professional staff, who having at least ten (10) years of accredited time in the District and who shall attain the age of at least 55 years during the 12 month period prior to June 30th shall be eligible to receive three (3) days' pay for every four (4) days of accumulated sick leave.

5. Schedule A: Salary Schedule: (page 19) - 2012-2013 @ 2.00%, 2013-2014 @ 2.0%**6. Schedule A: (pg 19) Change Class V to BA +30**

Add Class VI as MA/MS at an approximate rate of a 1.5 % increase over the current Class V rate

Add language as per the SFT teacher's contract re: Credit for In-service and other Credit Programs (pg32 of SFT contract)

7. Schedule A Longevity: (pg 19)

Commencing with the tenth year (10th) of District service, TA's will receive an annual longevity payment of \$600.

Commencing with the thirteenth year (13th) of District service, TA's will receive an annual longevity payment of \$1000.

Commencing with the sixteenth year (16th) of District service, TA's will receive an annual longevity payment of \$1400.

Commencing with the twentieth year (20th) of District service, TA's will receive an annual longevity payment of \$1800.

8. Schedule B - Supervision: (pg 21)

ADD: 3. TA's who hold a valid NYS Teaching Certificate shall be paid at the same hourly rate of pay as shown in the SFT Bargaining Agreement for Teachers when they are supervising students in activities for which a teacher could be utilized. Including but not limited to: homework helper, curriculum writing, etc.

9. Schedule B2 – Hourly Rate of Pay: (pg 20)

Change to read: \$22.00/hour 2012/2013 \$24.00/hour 2013/2014

10. Schedule B: (pg 21)

ADD: Schedule B1, Advisorship Openings clause, Schedule B2, B3, B4 to the TA contract as per the SFT teacher's contract.

Change clause (paragraph 2)

TA attendance, for supervisory purposes, at these functions shall be voluntary. In the event, however, an insufficient number of Teachers, TA's and/or Nurses volunteer, the Principal shall have the right to designate, on a rotating, equitable basis, those who are to attend and supervise.

DISTRICT PROPOSALS - TEACHING ASSISTANTS**1. Article I.** Open to multi-year contract – 0%, \$500 flat rate (= to 1.25% ave.)**2. Article III (H).** Change "Appointment Letter" to "Bargaining Unit Notice"**3. Article IV**

C. At the end of the sentence, add "if they possess a teaching certification or coaching license, as appropriate."

J. (optical coverage) Change "The District shall pay the cost of" to "The District shall pay 50% of the cost of."

K. Change Health Insurance Opt-out to comply with NYSHIP regulations, such language to be determined.

Change payment from 50% of the premium to a flat rate \$3500 to be pro-rated if a person opts out for only a portion of the year.

Also, change payment to once per fiscal year, to be paid at the end of the fiscal year in June.

L. Change requirement for health insurance into retirement from 5 years to 10 years.

M. Add provision for employee to pay \$500 per year for **family** dental coverage.

O. Change rate of pay for sick leave conversion from 1/200th of the current year's salary to a flat rate of \$200 per day for the lifetime of the contract.

4. Article V

A. Change "one period shall be reserved for consultation with the teacher being assisted" to "One period shall be reserved for consultation with a teacher being assisted." In the last sentence change "a duty may be assigned" to "a duty may be assigned;" and at the end of the paragraph, make "Preference will be given for a classroom assignment" as its own sentence with no parentheses.

D. Change the last sentence to read "No additional salary will be paid for attending these or any in-service courses."

I. Change to read "Every effort will be made to create and use substitute list for teaching assistant leaves of absence."

5. Article VIII (B). Delete the second sentence - reference to TA's hired prior to 1979**6. Article IX**

B. In the last sentence of the 6th paragraph, after "inclement weather" add "up to one period per day."

B. Sick Leave. In the 8th paragraph, after "not to exceed seven (7) days" add "per year."

C. In first column of grid, change "Month of Hire" to "Number Full Months Worked" and delete reference to the months of Sept. to June and just leave numbers 10 through 1.

D (1). Change six (6) years to seven (7) years.

E. At the end of the first sentence, after "immediate family" add "(i.e. child,parent,husband,wife,sister,brother,mother-in-law,father-in-law, grandparents, or any permanent members of the teaching assistant household not otherwise specified herein)" to agree with Article IX (B).

7. Schedule A. Remove Class IV – BA+15**8.** Under longevity, change "Commencing" to "After completing."**9.** Change in column movement to 1x per year.

SFT DEMANDS - NURSES

1. Article I - Duration of Contract (pg 1)

Open to a 2 year contract to expire concurrently with the Sewanhaka Federation of Teachers contract.

2. Article IV – Wages and Other Financial Benefits Opt-out clause: (pages 2- 3)

K. Health Insurance - paragraph 2 ADD title **Opt-Out Plan**

K. Health Insurance - paragraph 3 CHANGE to read: Once a Nurse has utilized the opt-out option they will remain Opted-out until such time as they provide written notification to the District.

M. In-service Compensation clause - MOVE to page 16 – Schedule A

CHANGE to read: 6 credits - \$600, 12 credits - \$900, 18 credits - \$1200

Strike “This will be a one-time payment.....professional performance.”

2. Article IV – Wages and Other Financial Benefits Opt-out clause: (pages 2- 3) cont.

O. Sick Leave Conversion

Any Nurse who has served the District for twenty (20) years or more shall have the option of converting at the rate of 1/200th of the current year’s salary his/her accumulated sick leave up to a maximum of: 216 days in 2012-2013, 220 days in 2013-2014 into additional salary over the next two years, as he/she may desire for services rendered during those years at the rate of one day for each four days of accumulated sick leave, spread equally over the number of years selected. During those years the employee shall continue to accrue sick leave, but the exercise of this option shall eliminate any accrued sick leave in excess of 216 days in 2012-2013, 220 days in 2013-2014 that may have been accrued as of the time of such exercise of such option.

ADD: The District in its discretion may in recognition of good and faithful service reduce or waive the number of years of service required in order to exercise the above noted option.

CHANGE: The District shall pay the beneficiary of an employee who has died while employed *and who was eligible for retirement or* who had (20) twenty years of District service, unused sick leave at the rate of one (1) day for every four (4) days so accumulated.

3. Article IX C 1 - Extended Sick Leave: (page 8) Reduce the number of years from seven (7) to six (6) as in teacher’s contract.

4. ADD language regarding resignation from the District. (page 14/15) Similar to teacher’s contract:

Article XIII: Any member of the professional nursing staff, who having at least ten (10) years of accredited time in the District and who shall attain the age of at least 55 years during the 12 month period prior to June 30th shall be eligible to receive three (3) days’ pay for every four (4) days of accumulated sick leave.

5. Schedule A: Salary Schedule: (pg 16) 2012-2013 @ 2.00%, 2013-2014 @ 2.0%

6. Schedule A - Longevity: (page 16)

Commencing with the tenth year (10th) of District service, Nurses will receive an annual longevity payment of \$600.

Commencing with the thirteenth year (13th) of District service, Nurses will receive an annual longevity payment of \$1000.

Commencing with the sixteenth year (16th) of District service, Nurses will receive an annual longevity payment of \$1400.

Commencing with the twentieth year (20th) of District service, Nurses will receive an annual longevity payment of \$1800.

7. Schedule A – Add: Lead Nurse Position: (page 16)

Rationale: The Nurse positions are unique and require additional coordination with the Central administrator supervisor. Registered nurses are the professionals best qualified to interpret and facilitate school health guidelines from the NYS Department of Education and national professional nursing organizations, in conjunction with safe nursing practice, as defined by the New York State Nurse Practice Act. An annual stipend of \$4,000 be given to the Lead Nurse for coordination between the nurses in each of the five buildings and the Central Administration supervisor. This position is not to take the place of the SFT Nurse Representative and is strictly for non-union related guidance and organization.

8. Schedule B: (page 17)

Change clause (paragraph 2) Nurse attendance, for supervisory purposes, at these functions shall be voluntary. In the event, however, an insufficient number of Teachers, TA’s and/or Nurses volunteer, the Building Principal shall have the right to designate, on a rotating, equitable basis, those who are to attend and supervise.

9. Schedule C: (page 24)

Strike item 1. Reference to compensatory days

Change Item 2 to Item 1.

Add: Nurses who work..... seventh grade screening, *seventh grade orientations, new entrant clearance and screening information review, summer physicals for athletes,* review of physicals.....hourly rate indicated below *without prior Board approval.*”

Change Hourly Rate of pay: \$39.00/hour 2012/2013 , \$41.00/hour 2013/2014

DISTRICT PROPOSALS - NURSES

1. Article I. Open to multiyear contract – 0%, \$700 flat rate (= to 1.25% ave.)

2. Article III. Change “Director of Athletics, Physical Education, Health & Driver Education” to a new title to be determined by District.

B. Delete second sentence - reference to nurse on hiring committee

3. Article IV

E. Remove “effective July 1, 2007”

F. after twelve (12) month basis, add “with the final pay date in June to include the four (4) additional payments.”

H. Change “reorganization” to “organizational.”

J. (optical coverage) Change “The District shall pay the cost of” to “The District shall pay 50% of the cost of.”

K. Change Health Insurance Opt-out to comply with NYSHIP regulations, such language to be determined.

Change payment from 50% of the premium to a flat rate \$3500 to be pro-rated if a person opts out for only a portion of the year.

Also, change payment to once per fiscal year, to be paid at the end of the fiscal year in June.

L. Change requirement for health insurance into retirement from 5 years to 10 years.

M. Delete in its entirety. Reference to compensation for in-service courses

N. Add provision for employee to pay \$500 per year for **family** dental coverage.

O. Change rate of pay for sick leave conversion from 1/200th of the current year’s salary to a flat rate of \$280 per day for the lifetime of the contract.

4. Article V

A. Change the length of the day from 7 hours to 7.5 hours.

C. Delete “and/or nurse supervisor.”

D. Add provision that there shall be a charge for copies of the contents if the entire file is requested.

E. Change five (5) staff meetings to seven (7) staff meetings.

F. Clarify second sentence to ensure that they would be required to attend up to two (2) faculty meetings if they were providing the training at those meetings discussed in the first sentence.

5. Article IX

B. Sick Leave. In the 7th paragraph, after “not to exceed seven (7) days” add “per year.”

D. At the end of the first sentence, after “immediate family” add “(i.e. child, parent, husband, wife, sister, brother, mother-in-law, father-in-law, grandparents, or any permanent members of the nurse’s household not otherwise specified herein)” to agree with Article IX (B).

6. Article X (D). Change “Summer School Administration” to Administrators of Summer Programs.”

7. Schedule A. Under longevity, change “Commencing with the” to “After completion of the.”

8. Revise Schedules B, B-1, B2, B3 AND B4, to agree with Teacher’s contract.

9. Schedule C. Add coverage rate referenced in Article V (B) at a rate of \$27 per coverage.