

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SPACKENKILL UNION FREE SCHOOL DISTRICT**  
**AND**  
**SPACKENKILL SUPPORT STAFF**

**Effective July 1, 2019 through June 30, 2021**

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**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**SPACKENKILL UNION FREE SCHOOL DISTRICT**

AND

**SPACKENKILL SUPPORT STAFF ASSOCIATION**

Effective July 1, 2019 through June 30, 2021

**ARTICLE I - RECOGNITION**

The District recognizes the Association as the official negotiating agent for all full and part-time Teaching Assistants, Stenographers, Typists, Aides, Monitors employed by the District and excluding managerial/confidential employees, district office clerical staff, security, and all others.

**ARTICLE II - PRINCIPLES**

It is recognized that public employees have the right to form, join and participate in, or to refrain from forming, joining or participating in, any employee organization of their own choosing but membership shall not be a prerequisite for employment or continuation of employment of any employee.

**ARTICLE III - MANAGEMENT RIGHTS**

The Spackenkill Board of Education retains the rights, power and privileges, subject to the Civil Service and Education Law, to plan, determine, direct and control, or change, the nature and extent of all its operations; to transfer and assign employees to such places or work as it may elect, to create and abolish positions and to delegate duties, work schedules and the manner of the

performance of such duties. Subject to applicable provision of this contract and law, the Board also retains the right to promote, demote, discipline, suspend or discharge employees and to relieve them from their normal duties as management seems fit, to introduce new equipment, methods of facilities or change existing methods and to make and enforce rules to carry out the functions of management.

#### **ARTICLE IV - STAFF AND ASSOCIATION RIGHTS**

A. The Association retains the right to pursue, without interference from the District, its primary purpose of improving the terms and conditions of its members. Subject to the Taylor Law, the Association shall be the exclusive bargaining agent for its members and retains its right to collectively negotiate with the District in the determination of the members' terms and conditions of employment, and the administration of grievances arising from such employment with the District. For the purposes of facilitating these rights, the Association and District recognize their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by the Association and the District. The parties agree that collective bargaining negotiations shall take place outside of work hours.

The District agrees to deduct from the salaries of its staff members dues for the Association as said staff members individually and voluntarily authorize, and to transmit the same promptly to the Association. Authorizations will be in writing.

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

2. Dues deductions will be made in equal consecutive installments following filing of the authorization list with the District. Dues deductions will be made only by payroll deduction in equal consecutive installments following filing of the authorization list with the District. The District will not be required to honor authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

3. No later than September 30 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues. The Association will notify the District monthly of any changes in said list.

4. Any staff member desiring to have the District discontinue deductions which she/he has previously authorized must notify the District and the Association in writing by September 15 of each year for the school year's dues. The District shall not discontinue deductions unless notice is received by September 15.

B. Consistent with the school schedule, the Association will have the right to use school buildings without cost at a reasonable time for meetings. Request for such use must be delivered to the principal of the building in question in advance for an appropriate meeting time and place.

C. The unit shall have the right to use the bulletin board in each employee lunch room for the purposes of displaying notices, circulars and other proper and legitimate Association material. Copies of such material will be given to the building principal in advance of posting.

D. Prior to a scheduled board meeting, the Association President shall be provided with a copy of the agenda for the meeting. The official minutes from the Board meeting shall be provided to the Association President after it has been approved.

E. Staff members' personnel files shall be maintained in the District office and shall contain all material relevant to a staff member's performance while in the employ of the District. Staff members shall have the right to examine and make copies of the contents of the personnel file relating to them upon request and with reasonable notice. No staff member shall be shown confidential recommendations relating to initial appointment. The staff member will be given an opportunity to acknowledge that they had the right to review such file. Staff members shall have the right to respond in writing to any and all material placed in their personnel file provided that the response is submitted within 30 days from the date the document the employee is responding to is received. Any material proven to be false shall be removed from the file and destroyed. A staff member's personnel file shall not be open to public inspection.

F. The Association President shall be allowed reasonable usage of district telephones during his/her non-working hours over the course of the school day to conduct union business.

G. The Association President or his/her designee shall be provided with paid Union release time while serving as a representative during the course of a disciplinary investigation and when serving as the Union representative at an arbitration involving the unit.

#### **ARTICLE V - LEAVE PROVISIONS**

##### **A. Sick Leave**

1. Upon the completion of six (6) months of continuous service, a full-time twelve (12) month staff member shall be entitled to five (5) sick days at regular pay. After completion of twelve

(12) months of continuous service, a full-time twelve (12) month staff member shall be entitled to seven (7) additional sick days at regular pay. Upon the completion of two (2) years of service, a full-time twelve (12) month staff member shall be entitled to one (1) sick day per month of service per year at regular pay.

Upon the completion of six (6) months of continuous service, a full-time ten (10) month staff member shall be entitled to five (5) sick days at regular pay. After completion of twelve (12) months of continuous service, a full-time ten (10) month staff member shall be entitled to five (5) additional sick days at regular pay. Upon the completion of two (2) years of service, a full-time ten (10) month staff member shall be entitled to one (1) sick day per month of service per year at regular pay.

Any full-time ten (10) month staff member who works during the summer months (i.e., July and/or August) may utilize up to one (1) of his/her sick leave day accruals during the summer months to cover an absence due to either personal illness or illness in the staff member's immediate family.

The maximum accumulation of sick leave for all unit members is one hundred and eighty (180) days.

Effective July 1, 2015, full-time 12 month unit members will be eligible for an attendance incentive according to the following scale:

0 sick days     \$850

1 sick day     \$525

Effective July 1, 2015, full-time 10 month unit members will be eligible for an attendance incentive according to the following scale:



0 sick days \$500

1 sick day \$300

2. Absence due to illness in the immediate family may be counted as paid sick leave absence with a yearly cap of an employee's annual allotment (either 10 or 12 days -- depending on whether the employee is a ten or twelve month employee). This yearly cap may be increased due to extenuating circumstances, with approval of the Superintendent.

3. The phrase "immediate family" is normally construed to include: mother, father, spouse, son, daughter, mother-in-law, father-in-law, sister, brother, and also all relatives of the employee residing in the employee's immediate household.

4. The Superintendent or designee may require the staff member to validate the necessity of the sick leave.

5. All staff members shall receive a statement of accumulated leave (sick, vacation and personal) by no later than November 1<sup>st</sup> of each year.

6. Full-time staff members who are at least fifty-five (55) years of age with ten (10) years of service in the District, who have indicated their intention to retire, and have provided the District with at least six (6) months advance notice of their effective date of retirement, shall be eligible to receive a cash payment for one-third of their accumulated sick leave upon retirement. The six month period shall be waived for a unit member who is approved by the NYS Retirement System for disability retirement or under extenuating circumstances as approved by the Superintendent of Schools or his/her designee.

7. Additionally, any staff member who is excessed may cash in up to one third of his/her accumulated sick leave.

B. Sick Leave Bank

The District agrees to create a sick bank for unit members. Unit members electing to participate in the bank shall submit to the District a waiver of no more than two (2) days of accumulated sick leave. All employees shall be eligible to participate, however, employees not electing to waive time shall not be eligible to receive time from the sick bank. The bank shall be administered by three representatives of the bargaining unit, the Assistant Superintendent for Business, and two other administrators, one being the building Principal of the requesting employee. Withdrawal from the sick bank shall be limited to employees who are involved in extended illnesses or accidents and who have exhausted their sick leave time. All decisions of the committee will be final.

C. Jury Duty

Full-time employees subpoenaed for jury duty will continue to receive regular school district salary provided the employee pays to the District the sum total received as juror's pay, exclusive of mileage. If an employee is excused as a juror prior to the completion of his/her shift, the employee must return to work.

D. Vacation For Full-Time Twelve (12) Month and Full-Time Ten (10) Month Employees Other Than Teaching Assistants

Vacations shall be taken at a time or times mutually agreeable to the employee and the District. For vacation times during the school year, at least one person must be present in a school office. School offices will be open and staffed in accordance with the District calendar. Staffing will be open to anyone in the unit in that school building on a volunteer basis. If no volunteer can be

found, it is the responsibility of the building principal to assign coverage from those employees working in that office. Such assignment shall, to the extent practicable, be apportioned equitably.

E. Vacations - Full Time Twelve (12) Month Employees

A full-time twelve (12) month staff member hired prior to July 1, 1997 shall be entitled to vacation time in accordance with the following schedule:

<u>Completed Continuous Length of Service</u>	<u>Vacation Credits</u>
1 year	12 days
5 years	17 days
10 years	22 days
20 years	27 days

A full-time twelve (12) month staff member hired after July 1, 1997 shall be entitled to vacation in accordance with the following schedule:

1 year	12 days
5 years	17 days
10 years	20 days

At the discretion of the Superintendent, vacation time may be authorized prior to the required completed length of service where it is in the best interest of the District or where an employee can demonstrate a compelling need.

All twelve (12) month typists must take two (2) weeks of their vacation allotment during the summer months. Twelve (12) month clerical staff may not take vacation time one week before the opening of school. Up to five (5) days of unused leave may be carried over from one year to the next.

All twelve (12) month full-time staff members hired before July 1, 2014 shall have one floating vacation day. Such day may be taken at any time, however, three (3) days of notice must be given to the employee's supervisor prior to taking such day. Floating vacation days shall be reported on the employee's yearly employee benefits report. All unit members hired on or after July 1, 2014 shall not be entitled to this floating vacation day provision.

F. Vacations - Full Time Ten (10) Month Employees Other Than Teaching Assistants

Upon the completion of six (6) months of continuous service, a full-time ten (10) month staff member (other than a teaching assistant) shall be entitled to three (3) vacation days at regular pay. After completion of twelve (12) months of continuous service, a full-time ten (10) month staff member (other than a teaching assistant) shall be entitled to seven (7) additional vacation days at regular pay. Upon the completion of two (2) years of service and each year thereafter, a full-time ten (10) month staff member (other than a teaching assistant) shall be credited with eleven (11) vacation days to be used over the course of the year. This vacation leave must be mutually agreed upon between the employee and their immediate supervisor. It is not accumulative.

G. Holidays

Twelve (12) month full-time employees shall be entitled to a day off with pay for holidays according to the district calendar. Ten (10) month full-time employees shall be entitled to a holiday off with pay for holidays set forth in the district calendar which fall within their work year.

H. Personal Days

1. A full-time twelve (12) month staff member of the District may be allowed up to four (4) personal leave days per year, not charged against sick leave.

2. A full-time ten (10) month staff member of the District may be allowed up to three (3) personal leave days per year, not charged against sick leave.

3. Personal leave may be used only for business which cannot be conducted outside of normal working hours. Reasons shall be given for requesting such leave.

4. Personal leave shall be granted by the appropriate supervisor. Unused personal leave days will be added to sick leave at the beginning of each school year.

5. Personal leave shall not be used before or after a holiday or vacation period; however, effective July 1, 1998, up to two (2) personal leave days may be used during a holiday period day for which an employee would not normally be compensated (i.e., Christmas break, winter recess, spring recess).

I. Bereavement Leave

A full-time twelve (12) month and a full-time ten (10) month staff member, and part-time staff members, who have completed six (6) months of continuous service shall be allowed up to

three (3) school days with regular pay due to a death in the immediate family. An additional leave for death in the family is at the discretion of the Superintendent.

Bereavement leave days must be taken consecutively, unless the burial or memorial service is at a later date. In such case, the unit member may be required to submit proof that the service or burial is taking place at a later date. For purposes of bereavement, immediate family shall be defined as spouse, domestic partner, child, sibling, parent, parent-in-law, brother-in-law, sister-in-law, grandparent and relative living in household.

J. Leave Without Pay

Leaves of absence without pay may be granted for a period of up to one (1) year and extended upon the approval of the Board.

K. Early Dismissal/Late Arrival

1. When schools are given early dismissal for inclement weather purposes, a unit member shall be released no later than after all students at his or her assigned school have been dismissed and it has been reported that all such students have been transported home.

2. All District employees who would normally work, even in the absence of students in attendance, shall report to work by 10:00 a.m. in the event of a weather related school closing day. All District school offices will be open between 10:00 a.m. and 3:00 p.m. on such days. Employees who opt not to report to work on such a day, will be allowed to utilize a vacation day in lieu of that day. In the event of a major storm the Superintendent might declare all offices closed. If this occurs the foregoing is excused and the District Closing Provision (Article V, Section L) is in effect.

L. District Closing

In the event of a major storm and Superintendent of Schools declares all offices closed, including the District office, all twelve (12) and ten (10) month full-time employees shall not report for work and shall be paid for a regular work day.

## **ARTICLE VI - EMPLOYMENT CONDITIONS**

1. Every reasonable assurance for continued employment is extended to twelve (12) month and ten (10) month full-time employees and part-time employees. Therefore, the aforementioned employees are expected to return to their normal duties following all vacations and holidays under the life of this policy.

2. It is a common occurrence where a member of the Spackenkill Support Staff Association is called upon to supervise students in a non-instructional setting. However, with these occurrences an Administrator or his/her designee must be in charge of the building.

3. If a unit member is asked to serve as a substitute teacher for an absent teacher (in the event that a substitute cannot be hired), he/she shall receive the substitute pay rate if it is higher than his/her normal per diem rate. Effective July 1, 2015, a teaching assistant who is required to substitute for a teacher shall receive his/her normal hourly rate of pay in addition to a \$15 stipend for coverage of up to 3 hours and \$30 for coverage of more than 3 hours.

4. If no teacher or parent volunteer is recruited, unit members shall be afforded the opportunity to perform chaperone duties for extra-curricular events (e.g., sports, concerts, dances, trips).

Effective July 1, 2015, the Chaperone rates shall be those reflected in the Spackenkill Teachers' Association Collective Bargaining Agreement.

5. A unit member who calls for substitute school staff shall receive a stipend of \$105 per week- per school building served.

6. Non-competitive class unit members (teacher aides, monitors) who are subject to lay-off shall be placed on a preferred eligibility list and subject to recall for a period of two (2) years.

7. a. All unit members who are in the competitive classification (typist) will be evaluated. A joint committee shall be established to create the evaluation instrument.

b. All unit members in the competitive classification shall be eligible for performance awards for especially good work. For those employees whose performance is deemed exceptional by their Principal, Assistant Superintendent or Superintendent, a four hundred (\$400) dollar performance award will be granted for such service and added to their salary.

8. The District shall have the right to use an electronic time keeping system for all employees.

**ARTICLE VII - COMPENSATION**

A. Salary Schedules - See Appendix A

Salary Schedules shall be increased as follows:

Effective July 1, 2019:        1.28%

Effective July 1, 2020:        1.28%

B. Longevity

1. Full-time twelve (12) month and full-time ten (10) month employees shall receive an annual lump sum payment, payable on the employee's anniversary date, as follows:

	Effective 7/1/19	Effective 7/1/20
After 10 years	\$585	\$593
After 15 years	\$1,107	\$1,222
After 20 years	\$1,006	\$1,019
After 25 years	\$1,032	\$1,045

Longevity shall be cumulative.

2. October 1<sup>st</sup> shall be used as a single anniversary date for the purposes of computing longevity. Longevity will be paid in a separate check as soon as practical, ordinarily by November 1<sup>st</sup>.

C. Overtime

1. Full-time twelve (12) month and full-time ten (10) month employees who shall be required to work in excess of forty (40) hours per week, shall be compensated at the rate of one and one-half (1½) of the normal rate of salary or wages.

**ARTICLE VIII - VOLUNTARY TRANSFERS/ FILLING OF VACANCIES/  
REDUCTION OF STAFF**

A. Vacancy Notices

1. In the event of a vacancy, a notice shall be prepared and posted on one (1) Association bulletin board in each school building when support staff vacancies occur in the District. Concurrent with the posting, the Association President shall be provided with a copy of postings for vacancies in unit positions.

2. Any support staff member may state a preference in filling a vacancy.

B. Reduction in Force

Any full-time employee whose position is excessed and who is re-employed by the District within one (1) year will pick up seniority, accumulated leave and salary step at the place reached when excessed from the District.

**ARTICLE IX - DISCHARGE/DISCIPLINE**

1. No employee with over six (6) months of continuous service in the District, shall be discharged, suspended, or reduced in rank or compensation without a meeting with the Superintendent or his/her designee to review the charges and appropriateness of the penalty. This meeting shall be held within seven (7) calendar days of the disciplinary action or notification of the proposed disciplinary action. If the disciplinary matter is settled or otherwise resolved, the settlement shall be reduced to writing and signed by the employee and the Superintendent or his/her designee. A settlement entered into by an employee shall be final and binding on all parties. Any employee who shall have any rights pursuant to Article 75 of the Civil Service Law shall be governed by this provision only in the event that employee



shall specifically and effectively waive all rights under Article 75. This Section does not apply to any unit member in a tenure bearing position.

**ARTICLE X - HEALTH INSURANCE AND WELFARE PLAN**

1. The Board agrees to make available to all full-time employees health insurance benefits through DEHIC Healthy Advantage PPO Plan or a replacement plan selected by DEHIC or other program approved by the Board of Education. Effective July 1, 2015, or as soon as practicable thereafter, the Board agrees to make available to all full-time employees health insurance benefits through DEHIC EPO 20 Plan or a replacement plan selected by DEHIC or other program approved by the Board of Education. The District's contribution shall be 90% for individual coverage and 90% for dependent coverage.

For those unit members enrolled in the EPO 20 plan, the District's contribution shall be capped at 85% of the cost of the premiums of the Healthy Advantage plan, effective July 1, 2015 through June 30, 2017.

Effective July 1, 2015, the DEHIC Healthy Advantage PPO plan shall only remain a health insurance option for employees enrolled in the plan as of March 19, 2015, provided that the unit member contributes 15% toward the health insurance premiums.

As of the date that the EPO 20 plan becomes a plan option, the District shall no longer offer CDPHP or MVP to unit members.

Employees hired on or June 11, 2012 shall be required to work a minimum of 30 hours per week to be eligible for health insurance coverage with the District. The Board further agreed to provide retirees who were former full-time employees health insurance benefits in retirement at the rate of 75% for individuals and 50% for dependents, or other program approved by the Board of Education. To be eligible for retiree health insurance, a full-time employee must complete a minimum of ten (10) years of continuous service with the Spackenkill Union Free School District immediately preceding the employee's retirement with ERS and/or TRS.

2. The Board agrees to provide retirement benefits to full-time employees in ERS and/or TRS under the statutory plan.

3. The District shall pay \$900.00 per year for full-time twelve (12) month and full-time ten (10) month employees towards the Welfare Trust Fund. Annual payments shall be made to this fund on July 1.

4. Effective July 1, 2007, unit members who are otherwise insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1,450. One half of the payment shall be made by January 15 of each year and the balance paid by the end of the school year. If five additional people take the buy out, unit members will receive \$1,600; eight additional members, \$1,800; and ten additional members \$2,000.

Effective July 1, 2008, unit members who are otherwise insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1,600 with no minimal number of bargaining unit members required to opt-out of the District coverage. One half of the payment shall be made by January 15 of each year and the balance paid by the end of the school year.

#### **ARTICLE XI - GRIEVANCE AND ARBITRATION**

##### **A. Right of Representation**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. Before any arbitration is requested, the Union and the Employer shall first try to adjust the matter between themselves.

##### **B. Grievance Defined**

1. With regard to employee, the term "grievance" as used herein means any appeal by the Union on behalf of any individual employee or group of employees (provided the grievance is signed by each affected employee) from the interpretation, application or violation of the terms and conditions of employment of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment of this Agreement.

2. The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived in writing by mutual agreement.

3. If either party fails to adhere to the time limits stated herein, then:

a. If on the part of the Union, the grievance shall be deemed to be waived.

b. If on the part of the Employer, the grievance shall be deemed to be denied, and the grievance shall proceed to the next stage.

C. Stages

The Union shall file a written grievance with the Building Principal within fifteen (15) calendar days after the event giving rise to the grievance has occurred. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. The Building Principal may schedule a meeting to discuss the grievance with the aggrieved employee and his/her representative. The Building Principal shall render a written decision within fifteen (15) calendar days after the receipt of the grievance.

If the Union wishes to appeal the Building Principal's decision, it may do so, by filing an appeal with the Superintendent within fifteen (15) calendar days. The Superintendent shall render a written decision within fifteen (15) calendar days after the receipt of the grievance.

If the Union wishes to appeal the decision of the Superintendent, it may refer the matter to arbitration within fifteen (15) calendar days after the determination. If the parties fail to agree upon an impartial arbitrator within fifteen (15) calendar days after the matter has been referred to arbitration, then the arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

D. The Arbitration Process

1. Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

2. Except on mutual written agreement, only one issue will be submitted in each arbitration case unless the parties agree otherwise.

3. The costs for the services of the arbitrator shall be borne equally by the Union and the Employer. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

4. The decision of the arbitrator shall be in writing with reason therefor. It shall be final and binding on both parties and may be enforced in any court of competent jurisdiction.

E. Time Limitations

The time limits expressed herein shall be strictly adhered to. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits provided for processing a grievance at any step in the Grievance Procedure.

**ARTICLE XII - TEACHING ASSISTANTS**

A. Probation and Tenure of Teaching Assistants

1. Notification of reappointment or termination during probationary period will be given in writing no later than May 15<sup>th</sup>.
2. Appointment to tenure shall be made on or before May 15<sup>th</sup>.
3. Only full-time teaching assistants shall be eligible for tenure. Full-time shall be defined as an individual who works thirty (30) or more hours per week. No prior service credit shall be granted for time served as a Teacher Aide.
4. The tenure areas in the Spackenkill District shall be prescribed by law.
5. In the event the need arises to layoff a teaching assistant, all part-time teaching assistants shall be laid off prior to the layoff of any full-time teaching assistants.
6. A teaching assistant who is to be dismissed from the District shall be informed by the District in conference with the Superintendent, building principal and/or department head.

B. Education Leave

It is the policy of the District to encourage teaching assistants to attend educational conferences or observe methods used in other school districts. Subject to the approval of the Administration, these days may be granted upon written request to the building principal or his designee. These days are intended to improve professional competency, and are granted apart from personal or sick leave absences.

C. Salary Payment and Other Benefits

1. Teaching Assistant's salary shall be paid hourly according to the following criteria: Salary to be annualized by using 205 days.
2. Teaching Assistants shall have the option of twenty-one (21) or twenty-five (25) pay periods.
3. The current pay structure shall remain in that the first Teaching Assistant pay day will be the second payroll after their return at the beginning of the school year. If the teachers receive a one (1) week pay check, the Teaching Assistants will also receive a one (1) week pay check in the pay period following the teachers. Effective July 1, 2008, teaching assistants shall receive a one week paycheck on the first teacher payday in September.
4. As soon as practicable, Teaching Assistants shall be required to use District time clocks for recording attendance.
5. Teaching Assistants shall work Superintendent's Conference Days.
6. Only sick, personal and bereavement leave days as benefits may be taken.
7. Beginning with the 2015-2016 school year, a differential of \$250 per year shall be paid to any teaching assistant upon the teaching assistant demonstrating he/she holds an Associate's degree with a major in English, Reading, Special Education, Science, Mathematics, Education, or any other major approved by the Superintendent or his/her designee.

Beginning with the 2015-2016 school year, a differential of \$500 per year shall be paid to any teaching assistant upon the

teaching assistant demonstrating he/she holds a Bachelors degree with a major in English, Reading, Special Education, Science, Mathematics, Education, or any other major approved by the Superintendent or his/her designee. A teaching assistant who is eligible for the Bachelors degree stipend is not eligible for the Associates degree stipend. The stipends shall be pro-rated for any unit member that submits proof of the degree after the start of the school year.

**ARTICLE XIII- GENERAL AND MISCELLANEOUS PROVISIONS**

A. Lunch times for all staff will be clearly defined and established by the building principal.

B. This Agreement shall constitute the full and complete commitment between the District and the Association, and the articles herein may be modified only through the voluntary consent of the parties in a written and signed amendment of this Agreement.

C. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The District will take such actions as necessary to incorporate the provisions of this Agreement into its established policies and practices where applicable. The District shall have the prerogative to initiate and announce new policies not affecting or changing matters contained in this Agreement.

D. If any provisions of this Agreement or any application of the Agreement to any support staff member shall be found contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Effective July 1, 2015, direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required except that under extenuating circumstances approved by the Superintendent or his/her designee, a paper check may be issued.

F. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

**12 Month Typist**

Step	2018-2019	2019-2020	2020-2021
1	\$32,039	\$32,449	\$32,865
2	\$32,757	\$33,177	\$33,601
3	\$33,478	\$33,906	\$34,340
4	\$34,327	\$34,766	\$35,211
5	\$35,047	\$35,496	\$35,950
6	\$35,765	\$36,223	\$36,687
7	\$36,486	\$36,953	\$37,426
8	\$37,204	\$37,680	\$38,163
9	\$37,923	\$38,409	\$38,900
10	\$38,643	\$39,137	\$39,638
11	\$39,362	\$39,866	\$40,376
12	\$40,081	\$40,594	\$41,114
13	\$40,801	\$41,323	\$41,852
14	\$41,520	\$42,051	\$42,590
15	\$42,239	\$42,780	\$43,327
16	\$42,931	\$43,480	\$44,037

**10 Month Typist**

Step	2018-2019	2019-2020	2020-2021
1	\$15.79	\$15.99	\$16.20
2	\$16.04	\$16.24	\$16.45
3	\$16.29	\$16.50	\$16.71
4	\$16.55	\$16.76	\$16.98
5	\$16.80	\$17.01	\$17.23
6	\$17.04	\$17.26	\$17.48
7	\$17.30	\$17.52	\$17.75
8	\$17.55	\$17.77	\$18.00
9	\$17.79	\$18.02	\$18.25
10	\$18.05	\$18.28	\$18.52
11	\$18.31	\$18.54	\$18.78
12	\$18.56	\$18.79	\$19.03
A	\$21.89	\$22.17	\$22.45

**Teaching Assistants**

Step	2018-2019	2019-2020	2020-2021
1	\$14.98	\$15.17	\$15.36
2	\$15.29	\$15.48	\$15.68
3	\$15.60	\$15.80	\$16.00
4	\$15.92	\$16.12	\$16.33
5	\$16.23	\$16.44	\$16.65
6	\$16.55	\$16.76	\$16.98
7	\$16.85	\$17.07	\$17.29
8	\$17.16	\$17.38	\$17.60
9	\$17.48	\$17.71	\$17.93
10	\$17.79	\$18.02	\$18.25
11	\$18.08	\$18.32	\$18.55
12	\$18.36	\$18.60	\$18.84
13	\$18.64	\$18.88	\$19.12
C	\$22.83	\$23.13	\$23.42

**Teacher Aides and Monitors**

Step	2018-2019	2019-2020	2020-2021
1	\$12.39	\$12.55	\$12.71
2	\$12.70	\$12.87	\$13.03
3	\$13.02	\$13.19	\$13.36
4	\$13.34	\$13.51	\$13.68
5	\$13.66	\$13.83	\$14.01
6	\$13.97	\$14.15	\$14.33
7	\$14.28	\$14.46	\$14.65
8	\$14.59	\$14.78	\$14.97
9	\$14.90	\$15.09	\$15.28
10	\$15.22	\$15.42	\$15.61
<b>LONGEVITY</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
10	\$578	\$585	\$593
15	\$993	\$1,006	\$1,019
20	\$993	\$1,006	\$1,019
25	\$1,019	\$1,032	\$1,045

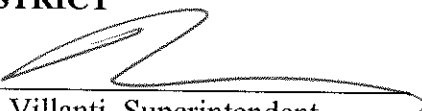


IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODIES OF THE DISTRICT AND ASSOCIATION HAVE GIVEN APPROVAL.

**ARTICLE XIV- TERM AND PROCEDURES FOR CONDUCTING  
NEGOTIATIONS**

The provisions of this Agreement shall be effective as of July 1, 2019 and shall remain in effect until June 30, 2021.

**SPACKENKILL UNION FREE  
SCHOOL DISTRICT**

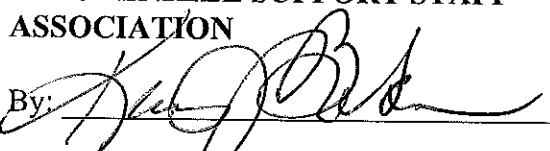
By:   
Dr. Mark Villanti, Superintendent

Dated: \_\_\_\_\_

  
Thomas Keith, Jr., Pres. Board of Ed.

Dated: \_\_\_\_\_

**SPACKENKILL SUPPORT STAFF  
ASSOCIATION**

By: 

Dated: 9/6/19