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# AGREEMENT

between

**SUPERINTENDENT OF SCHOOLS  
SPENCERPORT CENTRAL SCHOOL DISTRICT**

Town of Ogden, Gates, Greece  
and Parma

and

**SPENCERPORT  
TEACHING ASSISTANTS**

**July 1, 2003 - June 30, 2008**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **Agreement**

**SUPERINTENDENT OF SCHOOLS  
Spencerport Central School District**

**and**

**SPENCERPORT TEACHING ASSISTANTS**

### **Article 1 -- Purpose of Agreement**

The purpose of establishing this agreement between the Spencerport Teaching Assistants and the Superintendent of Schools, Spencerport Central School District, Spencerport, New York, is to increase harmonious and effective working relations through fair and equal benefits, to provide a clear understanding of these benefits, and to set a standard for proper procedures and guidelines for receiving them.

The agreement is made on March 23, 2005 and entered into effect on the first day of July, 2003 unless otherwise specified.

### **Article 2 -- Recognition**

Pursuant to the New York State Public Employees Fair Employment Act, the Board of Education of the Spencerport Central School District has recognized the Spencerport Teaching Assistants, hereinafter referred to as "association," as the exclusive negotiating representative for all teaching assistants employed by said district.

### **Article 3 -- Grievance Procedure**

A grievance is a complaint by a unit member, or group of unit members within the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

Grievances must be initiated within twenty (20) working days after the unit member(s) knew or should have known of the act or condition on which the grievance is based.

If a grievance affects a group of unit members it may be submitted by the association directly at Step B described below.

Time limits of any step of this procedure may be extended by mutual consent of both parties.

- A. A unit member having a grievance will discuss it with their building principal, with the objective of resolving the matter informally.

The building principal will provide an oral reply within five (5) working days.

- B. If the complaint is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent of Schools, or their designee, within five (5) working days after the oral reply in Step A. The Assistant Superintendent of Schools or their designee shall render a decision thereon, in writing, and present it to the unit member, her/his representative, and the association within ten (10) working days.

- C. If unresolved at the Assistant s level (Step B), a written request for a meeting to appeal the decision at Step B shall be presented to the Superintendent of Schools within ten (10) working days after the written reply in Step B.

Within ten (10) working days of receiving the request, the Superintendent of Schools, or their designee, shall set up a meeting with the unit member and her/his representative, if requested by the teaching assistant. The meeting will be held to discuss the complaint.

The Superintendent of Schools, or their designee, after reviewing the complaint with the teaching assistant, shall send a written reply of their decision within ten (10) working days of the meeting to the unit member and their representative, if attending the meeting, and the association.

- D. If the association is not satisfied with the decision at Step C, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within fifteen (15) working days of the decision at Step C.

The Superintendent and the association will attempt to agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The selected arbitrator will hear the matter and render a decision. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusion on the issues.

The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon all parties.

The costs for the arbitration, including the arbitrator's fees and all related expenses (including transcripts, stenographer, etc.), will be borne equally by the Board of Education and the association. Each party will bear expenses of its own legal counsel.

#### **Article 4 -- Policies and Regulations**

Copies of the policy and regulation manuals will be available upon request for review by members of the association.

#### **Article 5 -- Work Year**

The regular work year will be determined at the sole discretion of the Superintendent of Schools.

The work year and hours per day are variable for Teaching Assistants and is dependent upon the availability of district, state, and federal funding (e.g. Chapter I funds).

Teaching Assistants will be paid their regular rate for all Teaching Assistant work completed outside of contracted time if authorized by a building or district administrator. Extra time will be reported on time cards and signed by the authorizing building or district administrator. This does not apply to days rescheduled because of emergency closings.

The District will provide two (2) weeks notice in the event the District needs to extend the regular work year for unit members after the start of that work year. Such extensions shall not go beyond June 30. The re-scheduling of student days because of emergency closing is not an extension of the work year.

#### **Article 6 -- "Grandfather" Provisions relating to Benefits**

It is agreed by the Spencerport Teaching Assistants and the District that all unit members employed by the District on June 30, 2000, while serving in a 27.5 (or more) hours per week position, will be considered as "full time" and will receive all of the benefits of employees working 30 or more hours per week as detailed in this agreement.

All Teaching Assistants employed after June 30, 2000 are eligible for all of the benefits as detailed in the contract articles and considered "full time" when serving in a 30 (or more) hours per week position.

### **Article 7 -- Sick Leave**

- A. .65 sick leave days at the start of each pay period, cumulative to 190 days, for employees working 30 hours or more per week.
- B. .25 sick leave days at the start of each pay period, non-cumulative from year-to-year, for employees working less than 30 hours per week. Employees with previous accumulated sick leave will be credited with the same until depleted.
- C. All employees working less than 30 hours per week with three (3) years service will receive .35 sick leave days at the start of each pay period, cumulative to 100 days. The accumulation will be based on hours per day worked that year. If an employee's work week increases in subsequent years, the hours per day will be transferred to the employee's accumulation (i.e., if a Teaching Assistant works four hours per day, they will accumulate up to a maximum of 360 hours. Then, if the worker's hours are changed to six (6) hours per day, their accumulation would change from 90 days to 60 days).
- D. Should a unit member exhaust their accumulated sick leave, the District will advance the unit member additional sick leave, up to but not to exceed their annual maximum allotment, as pro-rated from date of hire.
- E. Should an employee leave the employ of the District and has been advanced additional sick leave, the District will deduct the salary equivalent for the advanced sick leave from the unit member's last payroll. In the event that the unit member does not provide adequate notice of leaving the employ of the District, the District can utilize any form of collection to recover the salary equivalent for the advanced sick leave.
- F. A unit member who has exhausted their sick time allowance and the advanced days referenced in section D, may apply to the Superintendent of Schools for additional leave and upon their recommendation the request may be forwarded to the Board of Education. The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness. If the Superintendent recommends the request to the Board of Education, the granting of additional sick leave will be at the sole discretion of the Board of Education.

### **Article 8 -- Attendance Incentive**

In each year of the agreement, employees will receive a one-time payment for perfect attendance based on the prior year's record, according to the following schedule:

*Employees working 30 or more hours per week and employed for 10 months*  
No sick leave used in prior school year: \$125

*Employees working less than 30 hour per week and/or less than 10 months*

No sick leave used in prior school year: \$75

In order to qualify for the incentive, employees must work their full contract year to be eligible.

This benefit will be provided in the last pay period in September for the unit member.

### **Article 9 -- Personal Leave**

After one year of continuous service and yearly thereafter at the start of the new contract year, all unit members shall be entitled to two (2) personal days per year, non-cumulative. New employees hired before January 31 of each school year will receive one (1) personal day, non-cumulative, after five months of continuous employment and two (2) days, non-cumulative, at the start of the next school year. New employees hired between February 1 and June 30 will receive two (2) days, non-cumulative, after five months of continuous employment and two (2) days, non-cumulative, at the start of the next school year after their initial five months of continuous employment.

The "Absence Request/Authorization" form must be submitted in writing to the Assistant Superintendent of Schools via the immediate supervisor five (5) days prior to the date requested. The employee must state the specific reason for requesting a personal day. Requests will be considered that arise as a result of an emergency.

All decisions rendered by the Assistant Superintendent of Schools, or their designee, regarding personal days shall be final.

Personal days are to be used only for personal business that cannot be conducted outside the normal work day. Personal days may also be taken for necessary travel time connected with such business. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation.

The following is a list of possible examples but is not intended to be inclusive:

1. Legal business.
2. Family business such as graduation in the immediate family or own graduation, taking a child to a college for an interview and visitation.
3. Taking a member of the immediate family to or from a hospital.
4. To be at the hospital on the day of an operation on a member of the immediate family.
5. Personal nature or emergency.
6. Religious observances

Normally, requests for personal days will not be approved for the day before or the day after a holiday or school recess. A unit member may submit a special request for personal leave on the day before or day after a holiday or school recess. Special requests will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools, or their designee, regarding personal days shall be final.

Special requests for additional personal days will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools, or their designee, regarding additional personal days shall be final.

Effective July 1, 2005, unused personal leave will be converted to sick leave at the beginning of the next contract year.

#### **Article 10 -- Bereavement Leave**

- A. Bereavement leave, three (3) days per incident for all unit members - immediate family, does not affect the accumulated sick leave. Immediate family is defined as wife, husband, daughter, son, brother, sister, parents, and parents of the unit member's wife or husband, and grandparents of the unit member.
- B. Bereavement leave of one (1) day per incident for all unit members - near relative or close associate, does not affect the accumulated leave.
- C. Additional days may be requested, under extenuating circumstances, subject to the approval of the Superintendent of Schools or their designee.

#### **Article 11 -- Family Emergency Leave**

- A. Three (3) days per year, non-cumulative, for all unit members working 30 or more hours per week, pro-rated in half day increments from date of employment.
- B. Two (2) days per year, non-cumulative, for all unit members working less than 30 hours per week, pro-rated in half-day increments from date of employment.

Employees may use family days for illnesses, medical emergencies, or hospital stays involving members of their immediate family, as needed. Under special circumstances, family days may include taking immediate family members for hospital tests, dental or doctor appointments where immediate family members are unable to attend these appointments themselves.

Immediate family is defined as wife, husband, daughter, son, brother, sister, parents, and parents of the unit member's wife or husband, and grandparents of the unit member.

Special requests will be considered by the Superintendent of Schools or their designee.

## **Article 12 -- Family Medical Leave Act**

Leaves granted under the Family and Medical Leave Act (FMLA) of 1993 are unpaid leaves of absence. The District will apply the Family and Medical Leave Act of 1993 to those employees entitled to coverage or the current contract, whichever is applicable. In the event the contract contains provisions covered by the FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains provisions covered by FMLA that are less than the contract, FMLA will apply.

Unit members requesting a Family and Medical Leave for their own personal health condition covered under the FMLA will utilize their sick and personal days concurrently with the FMLA. Unit members requesting a Family and Medical Leave for a covered family member and health condition addressed in the FMLA will utilize their family and personal days concurrently with the FMLA.

The District may ask for supporting documentation, as outlined in the Family Medical Leave Act of 1993 (part 825).

A copy of the FMLA will be available in the main administrative offices of the District.

## **Article 13 -- Health Insurance**

All provisions for health insurance detailed in the 2000-03 agreement will continue in force through April 30, 2005.

### **1. Active unit members**

All full-time unit members working 30 or more hours per week will be eligible to enroll in any of the health, dental and vision plans offered by the district and available to unit members. The cost sharing for health, dental and vision insurance is detailed below.

#### **A. Dental Insurance**

The district shall be responsible for seventy-five (75) percent of the monthly premium for the district's dental plan; the eligible employee shall be responsible for the remaining twenty-five (25) percent.

#### **B. Vision Insurance**

The district shall be responsible for seventy-five (75) percent of the monthly premium for the district's vision plan; the eligible employee shall be responsible for the remaining twenty-five (25) percent.

#### **C. Health Insurance**

1a. Effective May 1, 2005, the eligible active unit members (and retired unit members under the age of 65 on May 1, 2005) in the Spencerport Teaching Assistants Association will participate in the BluePoint2 health insurance plans or any District offered health insurance plans available to unit members.

- 1b. Effective May 1, 2005, the District's monthly monetary contribution for eligible active unit members' health insurance will be equal to 85% of the monthly premium for BluePoint2 Select.
- 1c. Effective May 1, 2005, the eligible active unit member may apply the District's monthly monetary contribution for health insurance towards the premiums of any District offered health insurance plan available to unit members; not to exceed the percentage paid by the District for the BluePoint2 Select health insurance plan.
- 1d. The level of benefits for the BluePoint2 Select health insurance plan will not be less than the benefits of the corresponding community rated health insurance plan (excluding guest memberships and out-of-network provision).
- 1e. Effective July 1, 2005, the District will contribute \$100 per school year (\$50 in the fall and \$50 in the spring) in a \$105 plan for full-time unit members enrolling in a BluePoint2 product.

## 2. Retirement Health Insurance

### A. Eligibility

Unit members who have completed 20 years of full time equivalent continuous service in the district with the last five years in a full time capacity<sup>1</sup>, and are retiring from the district, and have applied and are eligible for retirement benefits from the New York State Teachers Retirement System at the time of retirement will be eligible for retiree health insurance.

### B. District and Employee Contributions

- 1. Unit members who have completed 10 or more years of full-time equivalent continuous service as of July 1, 1997, and retire after March 22, 2005 but before July 1, 2006 (with irrevocable notice provided as consistent with Article 21), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:
  - a. The District contribution in retirement for the District's dental plan will be equal to 100% of the premium.
  - b. The District contribution in retirement for the District's vision plan will be equal to 100% of the premium.
  - c. The District contribution in retirement for health insurance will be equal to 100% of the premium for any District plan available to unit members.
- 2. Unit members who have completed 10 years of full-time equivalent continuous service as of July 1, 1997 and retire after June 30, 2006 (with irrevocable notice provided as consistent with Article 21), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:

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<sup>1</sup> This provision will not apply in instances in which the unit member has been involuntarily reduced from a full-time position to a part-time position.

- a. The District contribution in retirement for the District's dental plan will be equal to 100% of the premium.
- b. The District contribution in retirement for the District's vision plan will be equal to 100% of the premium
- c. The District's monetary contribution in retirement for health insurance will be equal to 100% of the premium for BluePoint2 Select (single or two person coverage) until first eligible for Medicare. When first Medicare eligible, unit members must enroll in Medicare Part B. The District's monetary contribution in retirement when first Medicare eligible will be equal to 100% of the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40.

The retired unit member may apply the District's monetary contribution to any health insurance plan offered by the district and available to unit members. The retired unit members will be required to pay the monetary difference between the premium of the selected plan and the District's contribution.

If the retired unit member's permanent legal address is outside the BluePoint2 service area (or the RASHP Medicare Blue Choice service area when Medicare eligible), the District will pay 75% of the monthly premiums for the Minimum Premium Plan and the district's Major Medical plan (or Minimum Premium Plan and Major Medical secondary to Medicare when first Medicare eligible).

1. Unit members who have completed less than 10 years of full-time equivalent continuous service as of July 1, 1997, and retire after March 22, 2005 (with irrevocable notice provided as consistent with Article 21), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:
  - a. The District's contribution in retirement for the District's dental plan will be equal to the same percentage that the District contributed on the unit member's last day of employment. The retired unit member will be billed for their share of the premiums.
  - b. The District's contribution in retirement for the District's vision plan will be equal to the same percentage that the District contributed on the unit member's last day of employment. The retired unit member will be billed for their share of the premiums.
  - c. The District's monetary contribution in retirement for health insurance will be equal to the same percentage that the District contributed for BluePoint2 Select on the unit member's last day of employment as applied to the single or two-person premium for BluePoint2 Select until the unit member is first eligible for Medicare. When first Medicare eligible, unit members must enroll in Medicare Part B. The District's monthly monetary contribution will be based on the aforementioned percentage as applied to the premium for the RASHP Medicare Blue Choice insurance

plan with a prescription rider initially set at \$10/\$25/\$40. The retired unit member will be billed for their share of the premiums.

The retired unit member may apply the District's monetary contribution to any health insurance plan offered by the district and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans. The retired unit member will be required to pay the monetary difference between the premium of the selected plan and the District's contribution.

For full time unit members employed by the District on March 23, 2005: If the retiree's permanent legal address is outside the BluePoint2 service area (or the RASHP Medicare Blue Choice service area when Medicare eligible), the District will pay 70% of the monthly premiums for the Minimum Premium Plan and the district's Major Medical plan (or Minimum Premium Plan and Major Medical secondary to Medicare when first Medicare eligible).

For part time unit members employed by the District on March 23, 2005 who are appointed to a full-time position in the future, and any unit member hired after March 23, 2005: If the retiree's permanent legal address is outside the BluePoint2 service area (or the RASHP Medicare Blue Choice service area when Medicare eligible), the District will pay 65% of the monthly premiums for the Minimum Premium Plan and the district's Major Medical plan (or Minimum Premium Plan and Major Medical secondary to Medicare when first Medicare eligible).

C. Major Medical coverage in retirement

For unit members who retire from Spencerport on or after June 30, 1991, the major medical coverage shall be \$40,000 for lifetime coverage. Pursuant to the current major medical contract language, the annual reinstatement procedures shall remain in effect.

D. Portability

Unit members who retire from the District who are eligible for District health insurance in retirement who relocate to another state or region and establish legal residence and who join a health insurance plan different from those offered by the District because the District plan does not provide coverage or benefits will have up to the dollar equivalent of the District contribution for the BluePoint2 health insurance plan, as specified in Article 13 section 2B, reimbursed by the District upon receipt of a paid health insurance provider's quarterly bill. In no case will the District payment to the unit member exceed the cost of the health insurance plan selected by the retired unit member.

E. Retired unit members owing money to the district for health insurance will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill and provided with notice that coverage will be terminated if their payment is not received within 30

days of the due date. Should a retired unit member's coverage be terminated, the unit member may re-enroll at the next open enrollment period. The language in this section applies to all retired unit members.

3. Active unit members working less than 30 hours per week may participate in the District's health insurance programs by paying their own premiums.

4. BluePoint2 and Major Medical

Active and retired unit members who enroll in a BluePoint2 health insurance plan may not also be enrolled in the district's major medical plan.

5. Loss of Coverage

An eligible unit member who has elected to not participate in the district's health, dental, and/or vision insurance plans because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

6. Survivors of active unit members and retirees

- A. The benefits detailed in this article shall not be paid for the survivors of any active unit members or the survivors of any retiree.

- B. Survivors of an active unit member or retired unit member may continue to participate in the district's health and medical insurance plans consistent with the Federal C.O.B.R.A. Law.

#### **Article 14 -- Emergency Closing**

When school is closed because of inclement weather or any other emergency closing, all employees normally working that day will receive a regular day's salary, up to a maximum of three (3) days per school year.

If the District needs to make-up student days due to an emergency closing situation and employees previously received compensation for not reporting to work, then employees will be required to work without additional compensation.

#### **Article 15 -- Leave of Absence**

- A. Unpaid Leave

After three (3) years of continuous service, the Board of Education may, at its discretion, grant leaves of absence without pay. Such leaves are of one (1) year duration.

Application (Appendix A) for such leaves must be submitted to the Board of Education via the building principal and Superintendent of Schools.

Such a recipient will not be entitled to any fringe benefits (sick leave, health insurance, advancement on salary schedule, etc.). However, a recipient may continue

to participate in the District's health insurance and dental plans upon payment of the full premium.

A written intent to return must be submitted to the Superintendent of Schools no later than 120 days prior to their return.

A Teaching Assistant, upon return from a leave of absence, will retain the seniority status held before the leave was granted. During a leave, the employee will not accrue credit toward seniority.

**B. Child Care Leave**

1. An employee may apply for a child care leave for a period not to exceed one year.
2. The employee must apply for a child care leave in writing on a form provided by the District at least thirty (30) days before the anticipated leave is to start. In the event an employee wishes to return to service prior to the expiration of a requested leave, the employee shall provide the District with at least thirty (30) days notice of intent to return.
3. An employee on child care leave may continue enrollment in the District's health insurance plans during the leave upon payment of the monthly premiums.

**Article 16 -- Paid Holidays**

- A. All members working 30 or more hours per week shall be entitled to nine (9) paid holidays. These holidays shall be designated as Columbus Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day and Good Friday.
- B. Unit members working less than 30 hours per week shall be entitled to three (3) paid holidays. These holidays shall be designated as Christmas Day, New Year's Day, and Martin Luther King Day.
- C. Unit members whose work year does not begin in September and/or end in June will be entitled to the holidays that fall within their work year.

**Article 17 -- Longevity**

Longevity increments will be granted on the following basis:

- A. A teaching assistant who has completed ten (10) years of service with the District on June 30 will receive a longevity increment of \$200. This amount will continue to be paid by the district throughout the remainder of their service with the District.

Effective July 1, 2005, a teaching assistant who has completed ten (10) years of service with the District on June 30 will receive a longevity increment of \$250. This amount will continue to be paid by the district throughout the remainder of their service with the District.

Effective July 1, 2007, a teaching assistant who has completed ten (10) years of service with the District on June 30 will receive a longevity increment of \$300. This

amount will continue to be paid by the district throughout the remainder of their service with the District.

- B. A teaching assistant who has completed fourteen (14) years of service with the District on June 30 will receive a longevity increment of \$500. This amount will continue to be paid by the District throughout the remainder of their service with the District.
- C. A teaching assistant who has completed eighteen (18) years of service with the District on June 30 will receive a longevity increment of \$600. This amount will continue to be paid by the District throughout the remainder of their service with the District.
- D. A teaching assistant who has completed twenty (20) years of service with the District on June 30 will receive a longevity increment of \$750. This amount will continue to be paid by the District throughout the remainder of their service with the District.
- E. The longevity payment will be made in one lump sum payment in September.  
Effective, July 1, 2005, the longevity payment will be made in one lump sum payment on or before July 31<sup>st</sup>.

### **Article 18 -- Tuition Reimbursement**

#### *Course to meet the state certification requirements for Teaching Assistants*

New York State regulations require six (6) hours of education courses for Teaching Assistants. The District will reimburse Teaching Assistants for necessary courses as follows:

- A. 100% reimbursement for all Teaching Assistants for courses required for certification as a Teaching Assistant.
- B. Credit will be given for in-service courses sponsored by the District, or at any approved college or institution. Each forty-five (45) hours of in-service credit will be equal to three (3) hours of the State requirement.
- C. A lump sum payment will be made for all courses that meet all of the above conditions as follows:
  - 1. Course must have prior approval as to content and hours by the Superintendent of Schools or their designee. All courses considered for reimbursement must be required for certification as a Teaching Assistant.
  - 2. The unit member must present verification from the instructor or college that the approved course was satisfactorily completed.
  - 3. The unit member must present an original receipt from the institution of learning showing the name of the unit member, the approved course, the dates of the course, the tuition amount, and the amount paid for the approved course.

Course not required for certification as a Teaching Assistant

In order to encourage greater growth and the perfection of skills, the District will reimburse tuition for courses taken while in-service on the following basis:

- A. Course must have prior approval as to content and hours by the Superintendent of Schools or their designee. All courses considered for reimbursement must be pertinent to the unit member's current assignment/responsibilities.
- B. The unit member must present verification from the instructor or college that the approved course was satisfactorily completed.
- C. The unit member must present an original receipt from the institution of learning showing the name of the unit member, the approved course, the dates of the course, the tuition amount, and the amount paid for the approved course.
- D. A lump sum payment will be made for all courses that meet all of the above conditions as follows:
  - 1. The District will pay 100 percent of fees for courses offered under the Spencerport or other public school continuing education programs.
  - 2. The District will pay 100 percent of the cost of courses or training that the District requires the unit member to attend.
  - 3. The district will reimburse unit members for 50% of their tuition (not including fees, college charges, books, etc.); not to exceed SUNY undergraduate tuition rates, for approved courses at approved colleges.

**Article 19 -- Seniority, Layoff, Unit Member Assignment and Transfer**

A. Seniority and Layoff: Full-time unit members

Seniority shall be defined as the length of continuous service to the District within the teaching assistant certification area.

In the event of layoff, full-time unit members shall be laid off in reverse order of seniority. In the event of recall, full-time unit members will be recalled in the reverse order of layoff. Full-time laid off unit members will be placed on a Preferred Eligibility List consistent with Education Law 3013 (3).

B. Seniority and Layoff: Part-time unit members

For the purposes of this article only, part-time unit members shall earn seniority on a pro-rated basis. (e.g., A unit member who is employed on a 50% basis will receive one half (1/2) year of credit towards seniority.) Part-time unit members shall have their seniority applied only against other part-time unit members. If a part-time unit member accepts a full-time position, their part-time seniority shall be frozen. Part-time seniority shall not be credited to full-time seniority. For the purposes of seniority, full time shall be defined as 30 hours or more per week.

In the event of layoff, part-time unit members shall be laid off in reverse order of seniority. In the event of recall, part-time unit members will be recalled in the reverse order of layoff. Part-time unit members shall be placed on a Preferred Eligibility List for a period of three years. Upon resignation or expiration of three years, or refusal to accept any part-time Teaching Assistant position upon recall, the unit member's name will be removed from the Preferred Eligibility List.

C. Unit Member Assignment

Unit members will be notified of their assignment for the coming school year, including the schools to which they will be assigned, the work day hours, and the first and last work days of the school year as soon as practicable and under normal circumstances not later than August 15<sup>th</sup>.

D. Transfer: Voluntary

Nothing in this article shall be construed as limiting the right and responsibility of the district in making unit member assignments as consistent with the educational goals and changing conditions within the district.

1. A change in assignment from one school to another may be requested by the unit member by filing a written statement of such desire with the Superintendent of Schools, or their designee, via the building principal, not later than March 1. Such request must include the school to which the unit member desires to be assigned. Building preferences may be listed.
2. Building transfer of unit members shall be made by the Superintendent of Schools, or their designee, upon the recommendation of the building principal. Seniority and qualifications of the unit members will be considered in determining such transfers.

E. Transfer: Involuntary

1. In the event a building needs to reduce its allocation of full-time teaching assistants and there are no volunteers, the least senior full-time teaching assistant in that building will be involuntarily transferred.
2. In the event a building needs to reduce its allocation of part-time teaching assistants and there are no volunteers, the least senior part-time teaching assistant in that building will be involuntarily transferred.
3. Transfer shall not be made for the purpose of discrimination or discipline of any unit member.

**Article 20 -- Lunch Breaks**

- A. All teaching assistants working 27.5 hours or more per week are entitled to a one-half hour (non-paid) lunch break and two 15-minute breaks (paid).
- B. Those employees working at least 20 hours, but less than 27.5 hours per week or who work a minimum of five (5) consecutive hours per day are entitled to one 15-minute break daily.

- C. Those employees working less than 20 hours per week but work a minimum of four (4) consecutive hours in a day are entitled to one (1) ten (10) minute break that day.

**Article 21 -- Retirement Service Increment**

When an employee retires from the District, and has applied for, and is eligible for retirement benefits from the New York State Teachers' Retirement System, the District shall pay a service increment for each day of unused accumulated sick leave up to a maximum of 90 days (effective March 23, 2005: 100 days) for part-time unit members and 180 days (effective March 23, 2005: 190 days) for full-time unit member as follows:

- A. July 1, 2003 through March 22, 2005

<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
Less than 120	\$18
121-139 days	\$20
140-159 days	\$22
160-180 days	\$24

- A. Effective March 23, 2005

Part-time: 0.5 to 100 days	\$25
Full-time: 0.5 to 190 days	\$25

In order to be eligible for the Service Increment an employee shall submit an irrevocable written notice of their intent to retire. For unit members who wish to retire at the end of the school year, notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 31 of that school year.

With the approval of the Superintendent of Schools, an employee may rescind their notice of retirement in the event that the employee experiences unforeseen circumstances (such as the death of a spouse), without losing their ability to apply for the service increment in the future.

The employee may change their date of retirement after filing their notice of retirement should the District offer a local retirement incentive or the District adopts an Early Retirement Incentive offered by the New York State Teachers Retirement System. The employee would be allowed to amend their retirement date to fall within the window of eligibility for the local or state retirement incentive.

The number of unused sick days as of the last day of employment in the District will be used for the determination of the service increment.

The Service Increment will be paid to retiring unit members within 30 days after their last day of District service.

Retiring unit members must submit on, or before, their retirement date their intention to change their Tax Sheltered Annuity salary reduction or their withholding allowances, indicating in writing their intent, and submission of all appropriate forms, including a revised salary reduction agreement, maximum exclusion allowance worksheet (complete with all authorized signatures), Federal W-4 and New York State IT-2104 forms, and any other required forms. Any information received after the last date of employment in the District will not be processed for the payment of the service increment.

## Article 22 -- Salary Ranges

### **1. Returning Unit Members**

#### **A. 2003-04 School Year**

All unit members will receive a 3.95% increase based on their 2002-03 hourly wage.

#### **B. 2004-05 School Year**

All unit members will receive a 3.95% increase based on their 2003-04 hourly wage.

#### **C. 2005-06 School Year**

All unit members will receive a 3.95% increase based on their 2004-05 hourly wage.

#### **D. 2006-07 School Year**

All unit members will receive a 3.95% increase based on their 2005-06 hourly wage.

#### **E. 2007-08 School Year**

All unit members will receive a 3.95% increase based on their 2006-07 hourly wage.

### **2. New Unit Members**

A. The starting hourly wage for new unit members without prior teaching or Teaching Assistant experience will be no higher than the lowest paid Teaching Assistant in the District.

B. The starting hourly wage for new unit members with teaching and/or Teaching Assistant experience will be no higher than other unit members with equal experience. (e.g., a new unit member with three years experience would not be hired at an hourly rate exceeding a current unit member with three years experience.)

C. The District will consult the unit president to request exceptions to the guidelines of Sections A and B in this article in special situations relative to hiring a new unit member.



4. All evaluations will be in writing and reviewed with the teaching assistant by the building principal, or their designee. The teaching assistant and building principal, or their designee, will sign and date their evaluations. All formal evaluations will be placed in the unit member's personnel folder.

### **Article 26 -- Professional Rights**

#### **Probationary Period**

The probationary period for full-time unit members shall be established in accordance with Education Law.

#### **Tenure Notification**

The Superintendent will present tenure recommendations to the Board of Education no later than May 31 for those unit members whose probationary period ends in August. For all other probationary unit members, the Superintendent will present tenure recommendations to the Board of Education no later than one month before the end of the unit member's probationary period. Unit members shall be notified within one week of the Board's action.

### **Article 27 -- Smoke-Free Environment**

As per Board of Education Policy 5640, smoking is not permitted on the grounds or in the buildings or vehicles owned by the Spencerport Central School District.

### **Article 28 -- Chaperoning and Proctoring**

The chaperoning and proctoring of after-school/weekend student events unencumbered by teachers may be provided to unit members.

The remuneration shall be:

<u>Effective</u>	<u>Dollar Amount</u>
7/1/03	\$17.33 per hour
7/1/04	\$17.66 per hour

The time chart will be validated by the administrator in charge of the event.

For time under/over the hour, the District agrees to pay on a fifteen (15) minute basis.

For example:

- A. Proctor works 2 hours, 53 minutes = 3 hours pay
- B. Proctor works 2 hours, 52 minutes = 2 hours, 45 minutes pay.

Chaperoning and proctoring shall be considered occasional sporadic work and shall not be considered for the purposes of overtime or work week.

**Article 29 – Flexible Spending Account**

Unit members shall be eligible to enroll in the District’s Flexible Spending Account program. This plan will comply with the IRS rules and regulations governing such programs.

**Article 30 – Educational Degree**

A stipend will be given to any teaching assistant who has attained either an Associate’s Degree, Bachelor’s Degree or Master’s Degree from an accredited college and/or university. Documentation may be provided prior to September 1 or February 1 of any school year. When documentation is provided by September 1, payment will commence on or before November 1; when documentation is provided by February 1, payment will commence on or before March 1 of that school year.

The amount will continue to be paid each year that the employee remains employed by the school district. The differentials shall not be cumulative.

Associate’s Degree	\$200
Bachelor’s Degree	\$300
Master’s Degree	\$400

**Article 31 -- Joint Advisory Committee**

The membership of the Joint Advisory Committee will include the Superintendent of Schools, or their designee, the Assistant Superintendent of Schools, another administrator, and no more than three unit members from the Association. The parties will meet on an “as needed” basis to discuss matters of mutual concern, but no less than once per school year. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. When possible, items for discussion will be submitted at least five (5) days in advance in order to facilitate information gathering and efficient meetings.

**Article 32 -- Discipline and Dismissal**

The District will comply with applicable Education Law in all matters pertaining to discipline and dismissal of probationary and non-probationary Teaching Assistants.

**Article 33 – Personnel Files**

Each Teaching Assistant shall have the right upon 24 hours request to review the contents of his own personnel file as maintained by the Assistant Superintendent of Schools. It is understood that personnel recommendations related to a Teaching Assistant’s application for employment or any position for which he/she applies are privileged communications and not available for examination.

Warnings and reprimands shall remain in effect for a period of five (5) years from the date of issuance. Thereafter, said warnings and reprimands shall be removed from the folder.

#### **Article 34 -- Jury Duty**

Unit members summoned to report for jury duty will be paid their normal wages while serving in this capacity. Unit members, upon request, will provide documentation, as provided by the court, for their required days and hours of attendance.

#### **Article 35 -- Direct Deposit**

Unit members are to deposit one hundred percent (100%) of their payroll into any bank(s) and/or credit union(s) reached through the Automated Clearing House (ACH) in New York.

#### **Article 36 -- Building Planning Team**

A unit member who is elected to participate as the building's one support staff representative on the school's Building Planning Team will be paid their normal rate of pay, on time card, for their time in attendance at BPT meetings that extend beyond the end of their scheduled work shift. In the event the unit member's scheduled work shift ends before the start of the BPT meeting, the time between the end of the shift and the start of the meeting is unpaid.

#### **Article 37 -- Vacancy Notification**

A notice to include all vacancies in the unit shall be posted in all District schools so that qualified personnel may apply and receive consideration. Such notification shall not be less than ten (10) weekdays before the final date when the application must be submitted. A copy of the vacancy notice will be sent to the president of the Spencerport Teaching Assistants.

The Association president will receive a written notification whenever a new Teaching Assistant is hired by the District. This notification will include name, address, building, hours per day, and length of contract year.

#### **Article 38 -- Travel Reimbursement**

An employee who uses their vehicle for approved travel on school district business will be reimbursed at the prevailing IRS mileage rate upon submission of appropriate vouchers.

### **Article 39 – Conformity of Law**

If in the event that any provision of this agreement is, or shall be at any time, contrary to all applicable laws, or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable, but all other items shall remain in effect.

### **Article 40 -- Duration of Agreement**

The provisions of this agreement shall become effective as of July 1, 2003, and shall continue in full force and effect through and including June 30, 2008, and from year to year thereafter unless either party gives written notice to the other party no later than approximately January 25, 2008, of its desire to modify or amend this agreement. If either party notices this agreement for modification or amendment, then the parties shall set a mutually agreed upon meeting date of not later than approximately January 30, 2008, for the first negotiating session.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The provisions of this agreement supersede all conflicting policies and directives of the Board of Education and may be changed only through mutual agreements of the board and the association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor agreement.

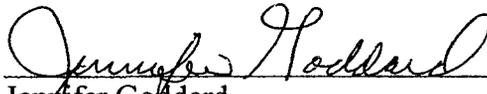
## Signature Page

  
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Madelyn McMarten, Co-president  
Spencerport Teaching Assistants

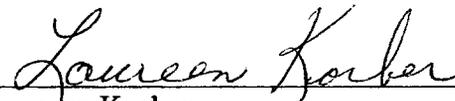
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Patricia Rebman, Co-president  
Spencerport Teaching Assistants

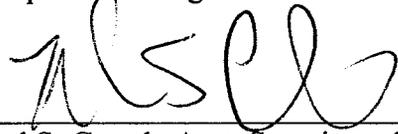
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Jennifer Goldard  
Spencerport Teaching Assistants

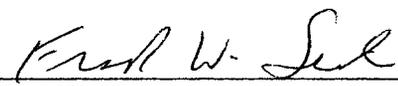
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Laureen Korber  
Spencerport Teaching Assistants

4/11/05  
date

  
\_\_\_\_\_  
Michael S. Crumb, Asst. Superintendent of Schools  
Spencerport Central School District

4/12/05  
date

  
\_\_\_\_\_  
Fred W. Seiler, Asst. Superintendent for Business  
Spencerport Central School District

4/12/05  
date