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#### **Contract Database Metadata Elements**

Title: **East Syracuse-Minoa School District and East Syracuse-Minoa Teaching Assistants Association (2003)**

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**AGREEMENT**  
**BETWEEN THE**  
**EAST SYRACUSE-MINOA SCHOOL DISTRICT**  
**AND THE**  
**EAST SYRACUSE-MINOA**  
**TEACHING ASSISTANTS' ASSOCIATION**

**JULY 1, 2003 – JUNE 30, 2005**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

69

## TABLE OF CONTENTS

ARTICLE	PAGE
I. RECOGNITION .....	1
II. NEGOTIATIONS PROCEDURE .....	1
III. LEAVES.....	1
IV. VOLUNTARY/INVOLUNTARY TRANSFER.....	7
V. TERMINATION OF EMPLOYMENT .....	7
VI. PROBATION AND EVALUATION.....	8
VII. LENGTH OF WORK DAY .....	9
VIII. PHYSICAL EXAMINATION .....	9
IX. JURY DUTY.....	10
X. OTHER PROVISIONS .....	10
A. MILEAGE	
B. HIRING OF CERTIFIABLE TEACHING ASSISTANTS	
C. SNOW DAYS	
D. OVERTIME	
E. SUBSTITUTES	
F. TEACHING ASSISTANT SERVICES	
G. FLEXIBLE BENEFITS PLAN	
XI. INSURANCES.....	11
A. HEALTH	
B. LIFE	
C. DENTAL	
D. VISION	
XII. SEVERANCE PAY.....	13
XIII. GRIEVANCE PROCEDURE .....	13
XIV. SALARY .....	15
XV. EARLY RETIREMENT INCENTIVE.....	18
XVI. LOCAL RETIREMENT INCENTIVE AS NON-ELECTIVE EMPLOYER CONTRIBUTION.....	19
SIGNATURE PAGE.....	20

## **ARTICLE I**

### **RECOGNITION**

The District agrees that the Association is the exclusive bargaining agent for teaching assistants of the District.

The District agrees that the Association has the right to negotiate terms and conditions of employment of employees. The Association affirms that it does not assert the right to strike.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

1. The District and the Association shall enter good faith negotiations between February 1 and February 15. At the initial meeting the parties will mutually determine the method to be used for submission of proposals.
2. Subsequent meetings shall be called at a time and place mutually agreed upon by the parties.
3. Both parties shall make available to each other upon request all available information pertinent to the issues under consideration, in accordance with the Freedom of Information Act, except that both parties agree that such information shall be made available without charge.
4. The negotiating teams for both the District and the Association are clothed with all the authority necessary to make agreements.

## **ARTICLE III**

### **LEAVES**

- A. Personal Illness/disability
  1. Each certified teaching assistant will be credited with ten (10) sick leave days per year. Such days shall accumulate to a maximum of 200 days.
  2. Employees commencing work after the start of their work year will be immediately credited with one (1) day of sick/disability leave for each remaining month of their work year.
  3. The Superintendent or his/her designated representative may require a physician's certification of illness from any employee who claims sick/disability leave benefits and has been absent for three (3) consecutive days or has established a pattern of sick/disability leave abuse. The district may require a doctor's certification that an employee is capable of returning to work.

## ARTICLE III -LEAVES

### A. Personal Illness/Disability (cont'd)

4. By October 15th of each year, each teaching assistant will receive a written statement of the number of sick and personal leave days available to them.

### B. Personal Leave

1. Personal absence will be granted for up to five (5) days in cases of extreme emergency of a personal, legal or business nature when such occurrence is on a normal working day.

This allowance shall be granted for certified teaching assistants who work a minimum of twenty-five (25) hours per week and the items listed below shall serve as reasonable justification.

- a. closing on a house or arranging a mortgage.
- b. appearance in court
- c. reading of a will or pertinent estate settlement
- d. graduation spouse, son, or daughter from an institution of higher learning
- e. death in the immediate family - near relative or close friend
- f. fire, flood, or similar emergency at home
- g. enrollment of son or daughter at an institution of higher learning
- h. birth in the immediate family
- i. wedding in the immediate family or as a member of wedding party
- j. meeting with legal counsel
- k. member of immediate family is leaving for the armed forces
- l. sickness or injury in the immediate family requiring bedside care or household attention
- m. religious observance

Exceptions to the above situations must be applied for by written request directly to the personnel office. The District may ask for validation of a-m above and can disapprove a request for an unreasonable number of days.

2. Unused personal leave days shall revert to accumulated sick leave.

## ARTICLE III -LEAVES

### B. Personal Leave (cont'd)

3. In the event a teaching assistant has used all personal days, the teaching assistant may request the Superintendent's approval to convert sick days to bereavement leave days or family illness days. The number of such days granted is at the sole discretion of the Superintendent.
4. One (1) day of the five (5) day total allocation may be utilized by an employee in a situation of an EXTREME personal nature, not listed above. The reason in such a situation need not be stated. However, if it becomes evident that an individual has violated the intent of this clause by applying an inappropriate reason to such an absence, the individual will be charged with an unauthorized absence for the day in question and the appropriate remuneration will be deducted.

### C. Child Rearing Leave

1. In the case of a birth or adoption of a child, a teaching assistant upon written request will be granted a leave of absence up to two years for child rearing purposes under the following conditions:
  - a. Requests shall be submitted at any time between the commencement of the pregnancy and three (3) weeks after the birth or adoption of the child. At the expiration of the first year of said leave, the teaching assistant must inform the personnel office no later than thirty (30) days prior to the end of said leave of the intent to return. Failure to so inform the District will have the same meaning as if the teaching assistant had requested an extension of leave for an additional year.

Sixty (60) days prior to the end of the second year of said leave, the teaching assistant must inform the personnel office in writing of the intent to return. In the event that this condition is not met, the Association will endeavor to obtain a written statement from the teaching assistant with respect to his/her intention to return.

Should this not be successful the following procedure shall be followed:

1. A leave response request will be sent to the teaching assistant by certified return receipt mail between the 60th and 30th day prior to the leave expiration.
2. If the District thus proves that the teaching assistant had prior knowledge of the request and refused to respond in writing prior to two weeks before the leave expiration, this will have the same meaning as if the teaching assistant had resigned his/her position effective the last day of said leave.

## ARTICLE III -LEAVES

### C. Child Rearing Leave (cont'd)

- b. When the birth of a child is anticipated during the first two months of the school year and a child rearing leave is being requested, such leave must commence at the beginning of the school year.
- c. Following such leave the teaching assistant may return only at the beginning of the school year or the semester break.
- d. In the event of the death or institutionalization of the newly born or adopted child, the teaching assistant, upon one month's written notice, may return to work before the scheduled termination of the leave, but in no event during the last two months of the school year unless the teaching assistant has taught the majority of the school year (at least six months).

### 2. Other Applicable Conditions

- a. Child rearing leaves will be without pay.
- b. All benefits to which a teaching assistant was entitled at the time his/her leave of absence commenced including unused accumulated sick leave and previously accrued credit toward tenure will be restored to him/her upon his/her return.
- c. Additional benefits will not be accumulated during the period of the leave.
- d. In the case of a non-tenured teaching assistant, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.
- e. Upon return from such leave, the teaching assistant will be placed on the salary step he or she would have achieved in the year immediately following the commencement of the leave.
- f. A teaching assistant on a family leave of absence may substitute in the East Syracuse-Minoa School District.
- g. Teaching Assistants will be allowed five (5) conference days with pay for union related professional/union conferences and/or conventions.

### D. Leave of Absence Without Pay

- 1. Any teaching assistant may request, in writing, a leave without pay for reasons not previously provided for in this policy. Such requests must be directed to the

## ARTICLE III – LEAVES

### D. Leave of Absence Without Pay (cont'd)

Superintendent or his designated representative and shall include the specific reasons for the leave.

2. The Board of Education shall exercise its prerogative to determine such leaves and their decisions shall be based upon the recommendations of the Superintendent.
3. Such leaves of absence shall not exceed two years in duration, and the individual on leave must make his intentions known regarding his return by May 1st prior to the beginning of the next school year. Sixty(60) days prior to the end of said leave, the teaching assistant must inform the personnel office in writing of the intent to return. In the event that this condition is not met, the Association will endeavor to obtain a written statement from the teaching assistant with respect to his/her intention to return. Should this not be successful, the following procedure shall be followed:
  - a. A leave response request will be sent to the teaching assistant by certified return receipt mail between the 60th and 30th day prior to the leave expiration.
  - b. If the District thus proves that the teaching assistant had prior knowledge of the request and refused to respond in writing prior to two weeks before the leave expiration, this will have the same meaning as if the teaching assistant had resigned his/her position effective the last day of said leave.
4. Upon returning from such leave of absence, the employee shall be entitled to any previously accrued benefits and shall be placed on the salary schedule at the step he/she would have been placed at the time immediately preceding the leave. If he/she taught for five (5) months or more during the school year in which the leave commenced, he/she will be placed on the next higher step of the schedule for salary purposes only.
5. All benefits to which a teaching assistant was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward tenure will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
6. In the event a leave of absence without pay is granted for a prolonged illness or injury to a member of the immediate family, the teaching assistant on such leave shall have the right to return prior to the expiration of such leave upon one month's written notice to the Superintendent or his designee, but not during the last two months of the school year unless the teaching assistant has taught the majority of the school year (at least six months).



## ARTICLE III – LEAVES

### E. Sick Leave for Prolonged Illness

Members of the Bargaining Unit, in the event of a prolonged illness and having exhausted their accumulated sick leave days, may appeal to the sick leave bank committee of the association for extra days of sick leave. The District will be informed by October 1 of each year of the names of the committee members and during the year shall be kept informed of any changes in committee personnel.

#### PROCEDURE

1. Such request shall be sent to the association in writing and include the following information:
  - A) Nature of illness
  - B) Physician's recommendation
  - C) Estimate of the number of additional sick leave days needed.
2. If the committee deems the request justifiable, they may grant such leave from the sick leave bank.
3. The association will present its findings to the Superintendent or his/her designated representative along with a letter of request, the physician's recommendation and the number of days granted by the sick leave bank committee. Each donor will sign a release authorizing a deduction of days from her/his sick leave total.
4. If the applicant does not use the total number of sick leave days that have been allocated, the remainder of days will be totaled and the total will be utilized by the association for more days.
5. In the case of undue hardship, an individual may petition the Board of Education and the association for more days.

#### SETUP

1. Upon joining the sick leave bank, each member shall contribute one day.
2. The total number of days in the sick leave bank may not exceed 100 days at any time during the year.
3. New employees may join the sick leave bank between September 1 and October 1 of their first year of employment. They will donate one day upon joining the bank.
4. Members of the association eligible to contribute who elect not to do so may not apply for use of leave from the bank and will not be eligible to contribute again for at least 365 days.

## ARTICLE III – LEAVES

### E. Sick Leave for Prolonged Illness (cont'd)

5. If the decision of the sick leave bank is to grant the request, the number of days granted shall not exceed 30 days in any year.
6. All members requesting use of the sick leave bank must serve a waiting period of twenty-five (25) consecutive days from the first day of absence due to the illness. Members will be limited to 185 lifetime days from the bank.

## ARTICLE IV

### VOLUNTARY/INVOLUNTARY TRANSFER/POSTING

#### A. Voluntary Transfer

Teaching Assistants who desire a change in assignment or a transfer to another building in the District for the following school year, shall file a written statement with the Superintendent or his designated representative.

#### B. Invuntary Transfer

When transfer is necessary, volunteers will be sought for such positions and involuntary assignments shall not be made unless it has been impossible to locate volunteers after a reasonable period of time. If no volunteers are available, reassignment shall be made according to the best interests of the District. Other factors being equal, however, seniority shall be considered. The Superintendent retains the sole prerogative in making the final determination in all matters of assignment and transfer of personnel in the District.

#### C. Posting of Vacancies

Where a vacancy in any professional position in the District shall occur, the Board shall publish a written notice of such vacancy. The notice shall be posted in every school building. No vacancy shall be filled until notice of such vacancy shall have been posted for at least five (5) working days.

## ARTICLE V

### TERMINATION OF EMPLOYMENT

#### A. Termination When a Position is Abolished

When it is known that a position shall be abolished and/or a teaching assistant shall not be employed in the same manner for the subsequent year, the teaching assistant shall be notified by May 1. Notification may be made later than this date where

## ARTICLE V – TERMINATION OF EMPLOYMENT (cont'd)

extreme financial situations exist. However, the Association shall be informed when such a situation occurs. Teaching Assistants so affected shall have the right to all applicable provisions of law.

### B. Termination for Other Reasons

When termination of employment is under consideration the Superintendent, or his designee, shall so inform the Teaching Assistant in a private conference at the end of the school day. This shall be done no later than May 1 and after no fewer than three (3) evaluations during the probationary period which shall be in writing.

Teaching Assistants employed on probation by the District and who are receiving a recommendation that tenure not be granted, or that their services be discontinued, shall have the right to all applicable provisions of law.

## ARTICLE VI

### PROBATION AND EVALUATION

Evaluation of Teaching Assistants is necessary as an aid in determination of tenure; its main purpose is to improve instruction.

- A. The probationary term for Teaching Assistants in the East Syracuse-Minoa Central School District shall be in accordance with law.
- B. An evaluation conference must be held with each Teaching Assistant following each observation by an administrator or supervisor making the observation. Teaching Assistants will be given a copy of any evaluation report prepared by an administrator or supervisor. No such report shall be submitted to central administration, placed in the Teaching Assistant's file, or otherwise acted upon without such a conference. It is understood that factors other than evaluations may be made part of this report.
- C. No material derogatory to a teaching assistant's conduct, service, character, or personality will be placed in her/his personnel file unless the Teaching Assistant has had an opportunity to review such material. The Teaching Assistant will acknowledge that he/she has had the opportunity to review the material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teaching Assistant will also have the right to submit a written answer to such material, which answer is to be attached to the file copy.
- D. A Teaching Assistant will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning herself/himself in the presence of a representative of the Superintendent. A Teaching Assistant will be entitled to have a representative of the Association accompany her/him during

## ARTICLE VI – PROBATION and EVALUATION (cont'd)

such a review of her/his own personnel file. Only those who have an official right and reason for so doing may inspect a Teaching Assistant's file, and said file shall not be open to public inspection except upon specific consent by the Teaching Assistant.

- E. All observation of work and performance of Teaching Assistants will be conducted openly with full knowledge of the Teaching Assistant.
- F. All Teaching Assistants shall be notified at least two (2) days prior to observations.
- G. Observations
  - 1. Probationary certified Teaching Assistants shall be observed a minimum of three times during the probationary period.
  - 2. Tenured, certified Teaching Assistants will be evaluated a minimum of once per year.
  - 3. Evaluation shall be made by the Educational Director or designee.

## ARTICLE VII

### LENGTH OF WORK DAY

- A. The length of the work day shall be 7-1/2 hours.
- B. Each full time Teaching Assistant will receive one-half (1/2) hour for lunch during the regular school day. This time shall be exclusively for use of the individual Teaching Assistant.
- C. The parties recognize that planning is necessary and will work together to find time during the school year to allow for professional planning, meetings with department and/or administrative staff. However, this section of the agreement is intended by the parties to be a guideline only and not a guarantee of time.

## ARTICLE VIII

### PHYSICAL EXAMINATION

Teaching Assistants may receive a physical examination in compliance with state health requirements every two (2) years. The District agrees to reimburse each individual a maximum of \$20.00 of said physical or provide the school physician for this purpose free of charge.

## ARTICLE IX

### JURY DUTY

In the event a Teaching Assistant is required to serve as a juror at a time when he/she would be normally performing duties as a District employee, said Teaching Assistant will not lose any salary nor be assessed any personal leave days. The basic stipend received for each day of jury duty (less any expense money) will be given to the District.

Teaching Assistants shall make every effort to have jury duty assigned during the summer months, and the District shall assist the employees in this effort whenever it becomes necessary.

## ARTICLE X

### OTHER PROVISIONS

A. Mileage

Teaching Assistants who are required to travel other than from home to school and school to home in connection with their duties will be paid at the prevailing District rate.

B. Hiring of Certifiable Teaching Assistants

The District agrees to hire all Teaching Assistants in accordance with the law.

C. Snow Days

When school is closed due to severe weather or some similar emergency situation, Teaching Assistants will not have to be present and will not lose any salary.

D. Overtime

Members of the Teaching Assistant unit will be required to participate in a minimum of four (4) parent-teacher activities beyond the regular work day as so determined by the educational director. Any member of the Teaching Assistant unit who, with prior administrative approval participates in such activities beyond the regular work day, in excess of the four (4) required, shall be compensated accordingly.

E. Substitutes

The educational director shall be responsible for calling substitute employees.

F. Teaching Assistant Services

Teaching Assistants shall provide direct instructional services to students under the general supervision of licensed or certified teachers.

ARTICLE X - OTHER PROVISIONS (cont'd)

G. Flexible Benefits Plan

The District will make available a Flexible Spending Account Plan [FSA] to unit employees.

ARTICLE XI

INSURANCES

The Union agrees to switch from Statewide Plan to Rejoined Select insurance (except as provided below) with riders for prescription card and dependent to age 25.

A. HEALTH INSURANCE

The health insurance plan (effective on or before January 1, 1986) will be Rejoined Select (current administrative plan with stated riders). The Union agrees that the District has the right to unilaterally change carriers and/or plans under the following conditions:

1. There will be no loss of coverage for any employees (including retirees).
2. There will be no change in the percentages of premium contribution by the District and the employees.

Health Insurance cost sharing ratios as follows:

	<u>Employer*</u>	<u>Employee</u>
Individual	90%	10%
Individual & Dependent	90%	10%

All bargaining unit employees will be responsible for a \$10.00 co-payment for all brand-name prescription medications. There will continue to be no cost to the employee for all generic and mail order prescription medications.

Rules and Regulations governing the Health Insurance Plan (Rejoined as 1/1/86 or before or its replacement thereafter) will be determined by the ESM Health Insurance Manual agreed to by the Teachers' Union and, in the event that this main rollback does not cover a topic, the Statewide Health Insurance Manual in effect on July 1, 1985 will be utilized (as agreed to by the District and Teachers' Union).

B. LIFE INSURANCE

The District will cover each full time active Teaching Assistant (subject to acceptance by the District carrier) effective January 1, 1986 with \$7,000 group term insurance. The District will contribute no more than .18 cents per thousand for the new insurance amount beyond \$7,000 (i.e. .18/000 for each \$1,000 up to a maximum of \$3,000 of additional insurance).

ARTICLE XI – INSURANCE (cont'd)

C. DENTAL INSURANCE

1. The District will participate in a Prime Blue Dental Program. The cost sharing rates shall be as follows:

	<u>Employer</u>	<u>Employee</u>
Individual Coverage:	85%	15%
Family Coverage:	85%	15%

These percentage rates are based upon the 2002-03 annual premium rates of \$337.92 for individual coverage and \$1,103.76 for family coverage. Any increase and/or decrease of these annual premium rates during the 2003-04 and 2004-05 school years will be equally divided and shared between the employer and the employee.

2. The District reserves the right to self-fund this program with no change in benefits coverage.
3. Effective October 1, or as soon as possible, the District agrees to provide the same Dental Plan under the same conditions to the Teaching Assistants as it provides to the Teachers.
4. Beginning with the 2003-04 school year, those employees who retire from ESM and who have accrued a balance of sick/personal days will be eligible for extended individual dental coverage into retirement according to the following schedule:

75 days – one (1) additional year of individual dental insurance at a cost equal to that paid by inservice Teaching Assistants.

125 days – two (2) additional years of individual dental insurance at a cost equal to that paid by inservice Teaching Assistants.

175 days – three (3) additional years of individual dental insurance at a cost equal to that paid by inservice Teaching Assistants.

200 days – five (5) additional years of individual dental insurance at a cost equal to that paid by inservice Teaching Assistants.

Should the Teaching Assistant choose to receive this dental insurance benefit into retirement then (s)he will not be eligible for the severance pay.

D. VISION INSURANCE

Effective July 1, 2002, the District shall provide to all full-time bargaining unit employees, the NYSUT Member Benefits Group Vision Plan, Designer Vision Plan, Annual 12/12/12 Benefit Cycle. There shall be no cost to the employee for either individual or family coverage of this benefit.

## ARTICLE XII

### SEVERANCE PAY

#### Eligibility Requirements

1. At least ten (10) full time years of service to the East Syracuse-Minoa School District as a Teaching Assistant.
2. Letter of resignation two months prior to the effective resignation date, but preferably four months prior to resignation date, or
3. Conditions 1 and 2 are waived if a Teaching Assistant passes away while employed by the District.

If the above requirements are met, the Teaching Assistant is entitled to receive severance pay based upon the number of sick days accrued as of the effective resignation date. Payment of this amount will be made on the July 15 following the effective date of resignation. Should the Teaching Assistant choose to receive this severance pay, then (s)he will not be eligible for the dental insurance benefit into retirement.

#### Formula for Computation of Severance Pay

##### Sick Days Accrued

0 - 50	No Payment
51 - 200	\$15.00 per day to a maximum of \$2,250

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance shall mean any claimed violation of the terms and conditions of employment specifically specified in this agreement.
2. Aggrieved party shall mean the person in the bargaining unit who is filing the grievance.
3. Days shall mean regular working days, Monday through Friday, excepting legal holidays.
4. Association shall mean the East Syracuse-Minoa Teaching Assistants Association.
5. Immediate Supervisor shall mean the Administrator with the most immediate supervisory authority over the aggrieved party, or her/his designee.



## ARTICLE XIII – GRIEVANCE PROCEDURE

### B. Procedures (cont'd)

1. Informal Stage The aggrieved party shall present her/his grievance to her/his immediate supervisor in writing who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render her/his determination to the aggrieved party within five days after the grievance has been presented to her/him. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the formal stage.
2. Formal Stage Within five days after a decision has been made at the preceding step, the aggrieved party may submit a written statement to the District Superintendent setting forth the specific nature of the grievance and the facts relating thereto. Within five days of receipt of the aggrieved party's written statement, the Superintendent or her/his designee shall hold an informal hearing at which the aggrieved party and/or her/his representative will appear to present oral and written arguments. Within ten days after the hearing, the Superintendent or her/his designee will answer the grievance in writing.
3. In the event that the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, he/she may, within five (5) days of the receipt of the decision by the Superintendent, appeal to the Board of Education. Within ten (10) days of receipt of the decision to appeal the decision of the Superintendent, the Board shall hold a hearing. Within ten (10) days of this hearing, the Board will render its decision in writing.

### C. Basic Principles

1. All grievances shall include the name and position of the aggrieved party, the identity of the contract provision(s) involved, the day and place where the alleged event(s) or condition(s) contributing to the grievance existed, the identity of the party responsible for causing said event(s) or conditions(s), if known to the grievant, and a general statement of the nature of the grievance and the redress sought.
2. Except for the verbal decision at the informal stage, all decisions shall be rendered in writing and shall be transmitted to both the aggrieved party and the Association, if so requested.
3. All meetings between the parties held pursuant to the grievance procedure and all union preparation of grievance materials shall be conducted outside the hours of employment, unless mutually agreed.
4. If any provision of this grievance procedure or any application thereof to any employee in the unit shall be determined to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.

## ARTICLE XIII – GRIEVANCE PROCEDURE

### C. Basic Principles (cont'd)

5. A grievance shall be deemed waived and appeal under this procedure shall be barred unless it is submitted in writing at the informal stage within five days after the aggrieved party first knew or should have known of the event(s) or conditions(s) on which the grievance is based.
6. If a decision, at any stage, is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this procedure shall be barred.
7. Failure, by the Administration, to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.
8. The function of this grievance procedure is to assure equitable and proper treatment under the existing agreement. This procedure is not designed to be used for changing language or for establishing new language.
9. Awards will not be retroactive beyond the date of initial submission of the grievance at the informal stage.

## ARTICLE XIV

### SALARY

- A. Teaching Assistants shall work the same number of days as teachers in accordance with the following:
  1. The Board has final and complete authority over the number of days in the student calendar.
  2. The Board has final and complete authority over the configuration of the student calendar. However, this authority will not be exercised until the Association has had the opportunity to provide input.
  3. The calendar for the East Syracuse-Minoa School District shall be based on the Onondaga-Madison BOCES calendar in exactly the same manner as in the past provided that the ESM school calendar does not exceed 186 days, inclusive of orientation day, in which instance then proper number of days shall be removed from that calendar to bring it into compliance with the maximum of 186 days.
  4. The maximum number of Teaching Assistant work days will be 185 days. In the event that this maximum is exceeded in that a sufficient number of emergency closing days are not used, then the appropriate number of days will be removed from the calendar in the second semester.

ARTICLE XIV – SALARY (cont'd)

5. In cases where snow days bring the Teaching Assistant work days below 185 days, assuming we still meet the state minimum 180 days, no days will be added to the calendar year to bring it to the maximum of 185 work days.

B. For computing per diem rate, 1/200 of the annual salary shall be used.

C. For the 2003-04 and 2004-05 school years, all continuing Teaching Assistants shall receive a 4% (four percent) annual increase in base pay (this does not include credit hours or professional preparation bonus) they received in the prior year (providing they were active employees for at least 92 days in the prior year 9/1-6/30) for each year of this agreement. Part time employees (less than 7.5 hours per day or less than ten months) shall be paid on a pro-rated basis. In the event that a successor agreement is not negotiated before 9/1/2005, the annual salary last received shall be paid until a salary is negotiated to cover the 2005-2006 (and subsequent years) period.

D. Wages

Newly hired Teaching Assistants (those appointed post July 1, 1995 with no ESM teaching experience as determined by the District) shall receive the following salary for full time annual employment.

<u>2002-2003</u>	<u>2003 – 2004</u>	<u>2004-2005</u>
\$14,500	\$14,935	\$15,385

E. Allowable Credit Hours

1. Inservice credit may be obtained in accordance with the following:  
a. must have prior administrative approval  
b. must meet the proper time requirements of fifteen (15) clock hours for each credit hour

2. Formal college credit may be obtained in accordance with the following:  
a. must have prior administrative approval  
b. must be applicable to the individual's position

3. Payment of credits earned prior to July 1, 1985

Those Teaching Assistants actively employed as Teaching Assistants in 1988-89 and receiving payments for credits earned prior to July 1, 1985 shall receive the amount per credit last earned (the amount earned in 1988-89 for those on payroll in 1988-89) for each year of this agreement.

4. Payment for credits earned post July 1, 1985 - Thirty-eight (\$38.00) dollars for 2003-2005 shall be paid for each hour earned post July 1, 1985. Compensation cannot be earned for any more than six (6) hours per year. In the event hours are completed in excess of six hours, such excess shall be credited in the next year for purposes of

## ARTICLE XIV – SALARY

### E. Allowable Credit Hours (cont'd)

compensation. Hours earned for purposes of payment under Section 3. and 4. of this article, must be earned while actively employed by the ESM school district.

5. Total hours for purposes of compensation shall not exceed 60.
6. Salary adjustments for additional credit hours earned will be made on October 1st and March 1st upon presentation of proper verification.
7. All current and future K-12 Teaching Assistants shall receive payment only for those credit hours earned after 9/1/80.
8. Professional Preparation Bonus - Teaching Assistants who have served at least three years in a full time capacity as Teaching Assistants, in the District, and who earn an advanced degree (while actively employed as a Teaching Assistant) equivalent to Associate's or higher will receive \$350 per annum commencing the semester next following the date the degree is awarded. A Teaching Assistant may receive only one payment for an advanced degree so that only one professional preparation bonus may be credited for salary. Only degrees awarded post May 1, 1981 will count for payment.
9. Teaching Assistants who may be newly promoted to Home School Coordinator/One Day Program Coordinator, shall receive a \$1,000.00 increase in their annual rate of base pay at the time of promotion and shall receive negotiated annual increases based upon the new base pay for future years. In the event the position is eliminated or the individual is demoted/transferred, the rate of pay will be decreased by \$1,000.00 and negotiated increases in future years computed on the decreased base pay.
10. Curriculum writing and workshops shall be remunerated at a rate of \$17.00 for 2003-2004, \$17.50 for 2004-2005 as directed by the District except that workshops shall be paid for maximum of \$2,000 per year for the Unit. Curriculum writing and workshops shall be at the discretion of the Superintendent.

### F. Longevity Stipend

Five hundred dollars (\$500.00) will be paid per annum for Teaching Assistants who have worked and drawn salary full time for at least 100 days per year for each of ten years of service. Teaching Assistants who have not worked for ten years as Teaching Assistants (ES-M employed as defined above), will not receive this stipend.

### G. Longevity Stipend/Tenure

For those tenured Teaching Assistants with five years of service as defined in A. above, a stipend of \$350.00 will be paid commencing with the 2003-2004 school year. (This is only \$350.00 per year).

## ARTICLE XV

### EARLY RETIREMENT INCENTIVE

Any bargaining unit employee of the East Syracuse-Minoa Central School District who meets all of the following eligibility requirements set forth below, shall be entitled to the Early Retirement Incentive (ERI).

1. Bargaining unit employees hired by the East Syracuse-Minoa Central School District, with an effective date of or after March 1, 2002, must have completed a minimum of fifteen (15) years of full-time service in the East Syracuse-Minoa Central School District by their retirement date, to be eligible for the Early Retirement Incentive. Any bargaining unit employee hired by the District with an effective date prior to March 1, 2002, shall be eligible for the Early Retirement Incentive in their first year of eligibility to retire with undiminished benefits, under the terms of the New York State Teachers' Retirement System, regardless of the number of years of service to the East Syracuse-Minoa Central School District.
2. The bargaining unit member must submit a letter of retirement and request the ERI on or before February 1<sup>st</sup> immediately prior to the date on which the member will retire from teaching. In the event of disability, the February 1<sup>st</sup> date shall be waived, but all other eligibility criteria must be met.
3. The bargaining unit member must retire from the East Syracuse-Minoa Central School District at the conclusion of the school year following the February 1<sup>st</sup> notification.
4. Bargaining unit members are eligible for the ERI during their first year of eligibility to retire with undiminished benefits under the New York State Teachers' Retirement System. Determination of a bargaining unit member's first year of eligibility to retire with undiminished benefits shall be based upon the member's annual statement from the New York State Teachers' Retirement System. It is each member's individual responsibility to supply and verify the District with the information regarding eligibility for this Incentive. The member must contact both the District and the Teaching Assistants' Association, in writing, if there is any dispute regarding the first year of eligibility to retire with undiminished benefits.
5. For purposes of this agreement, the first year of eligibility to retire with undiminished benefits under the New York State Teachers' Retirement System, shall be considered:

#### **Tier I**

Age 55 or older and;

20 years or more of credited service with the New York State Teachers' Retirement System

ARTICLE XV – EARLY RETIREMENT INCENTIVE (cont'd)

**Tier II, III or IV**

Age 55 or older and;  
30 years or more of credited service with the New York State Teachers' Retirement System

**Tier II, III or IV**

Age 62 or older and;  
20 years or more of credited service with the New York State Teachers' Retirement System

6. Only Tier I and Tier II bargaining unit members shall be provided the option of using the New York State Teachers' Retirement System enhancement (**maximum** of 2 years of service credit) in order to meet first year eligibility to retire with undiminished benefits. Tier I and Tier II bargaining unit members must notify the District, in writing, by February 1<sup>st</sup>, of their intent to utilize the New York State Teachers' Retirement system enhancement, to retire with undiminished benefits. If they choose not to utilize the enhancement, Tier I and Tier II bargaining unit members must work the requisite number of years of credited service with the New York State Teachers' Retirement System, as outlined above.
7. Unit members who fail to meet the requirements or deadlines outlined above will forfeit their right to receive the Early Retirement Incentive.
8. If all the above requirements are met, the bargaining unit member is entitled to fifty percent (50%) of his/her final year's salary, as designated on the Salary Agreement.
9. Bargaining unit members shall receive the Early Retirement Incentive payment by no later than August 15<sup>th</sup> immediately following retirement.
10. The District and the East Syracuse-Minoa Teaching Assistants' Association agree to continue to explore the possibilities of the tax sheltering provision of the ERI.

**ARTICLE XVI**

**LOCAL RETIREMENT INCENTIVE AS NON-ELECTIVE EMPLOYER CONTRIBUTION**

- A. The District agrees to make a non-elective employer contribution in the amount of fifty (50%) percent of employee's final year's salary, as designated on the Salary Agreement, to the mutually agreed upon plan, subject to the contribution limits as outlined in the Internal Revenue Code. This non-elective contribution (also known as a local retirement incentive) is available to all employees who meet the age and service requirements as defined in the provisions of Article XV, of the Collective Bargaining Agreement. The local retirement incentive will be available to members who submit an irrevocable letter of intent to retire before February 1<sup>st</sup> of each year. The retirement incentive will be remitted, by the District, by August 15<sup>th</sup> of the same calendar year.

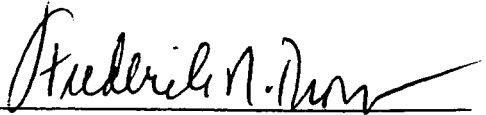
ARTICLE XVI – LOCAL INCENTIVE AS NON-ELECTIVE EMPLOYER  
CONTRIBUTION (cont'd)

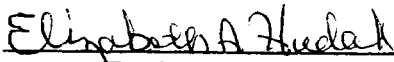
- B. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- C. In the event that the employee participates in this retirement incentive contribution but such contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.
- D. If any penalty or other assessment is charged against the District and/or the plan administrator, by the Internal Revenue Service (IRS), as a result of an improper contribution to any 403(b) account, the employee shall hold the District and/or the plan administrator harmless for such penalty or other assessment.
- E. The parties agree that the NYSUT endorsed 403(b) program is the mutually agreed upon plan into which the District shall make a non-elective employer contribution in the amount of fifty (50%) percent of employee's final year's salary, in accordance with the Internal Revenue Code.

We, the undersigned, hereby accept all terms of the foregoing

Agreement, effective July 1, 2003 through June 30, 2005.

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 therefore, shall not become effective until the appropriate legislative body has given its approval.

  
\_\_\_\_\_  
For School District

  
\_\_\_\_\_  
For Employees

6 - 30 - 03

\_\_\_\_\_  
Date

