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4847

AGREEMENT

BETWEEN

CORNING-PAINTED POST AREA SCHOOL DISTRICT

and

CORNING-PAINTED POST
TEACHING ASSISTANT ASSOCIATION

JULY 1, 2003 through JUNE 30, 2007

RECEIVED

APR 27 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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1.0 GENERAL INFORMATION

1.1 PREAMBLE

The City School District of the City of Corning and the Corning-Painted Post Teaching Assistant Association agree to the hours, wages and terms and conditions of employment as set forth in this agreement.

1.2 RECOGNITION

The Board of Education of the City School District of the City of Corning recognizes the Corning-Painted Post Teaching Assistant Association as the sole and exclusive negotiating representative for a unit of employees consisting of Board-appointed teaching assistants, but excluding all other employees of the District.

1.3 DEFINITIONS

As used in this agreement, the term

- a) "Board" shall mean the Board of Education of the City School District of the City of Corning;
- b) "Association" shall mean the Corning-Painted Post Teaching Assistant Association;
- c) "Superintendent" shall mean the Superintendent of Schools of the City School District of the City of Corning;
- d) "Teaching Assistant" or "employee" shall mean any person represented by the Corning-Painted Post Teaching Assistant Association as his or her negotiating representative;
- e) "District" shall mean the City School District of the City of Corning or the Corning-Painted Post Area School District.
- f) "Part-time teaching assistant" shall mean one who works fewer than seven and one-half hours a day, five days a week and ten months a year.

1.4 SAVINGS CLAUSE

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if any adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles or parts thereof of this agreement or any addition thereto shall not be affected.

1.5 LEGISLATIVE APPROVAL

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 APPROVAL.

1.6 MANAGEMENT RIGHTS

Except as validly limited by the express provisions of this agreement, the District reserves the right to determine the standards of service to be offered by it; to set the standards for the selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and numbers of personnel by which its operations are to be conducted; to determine the content of job classifications; to allocate positions to pay grades; to take all necessary actions to carry out its mission in

emergencies; and to exercise control and discretion over its organization and the facilities, methods, means and technology of performing its work.

1.7 ZIPPER CLAUSE

This agreement constitutes the full and complete agreement between the District and the Association and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the District and the Association in a written, signed amendment to this agreement.

2.0 ASSOCIATION RIGHTS

2.1 RELEASED TIMES

Released Time - If teaching assistants are required by the District to attend negotiations or grievance or other legal proceedings, they shall be saved harmless from work responsibility and loss of wages.

2.2 BOARD OF EDUCATION MINUTES AND AGENDA

Copies of the board minutes and the agenda for upcoming meetings will be made available to the President of the Association.

2.3 CONTRACT COPIES

The District will reproduce and make copies of this agreement available to the teaching assistants within twenty (20) workdays after ratification by the Association and legislative action by the Board.

2.4 SENIORITY, LAYOFF AND RECALL

The term seniority means the length of continuous service to the District while a member of this bargaining unit. Continuous service is not broken due to prior layoffs or leaves of absence without pay.

a) Seniority Lists

The District will create a seniority list of all teaching assistants based on their original date of hire. Seniority will control in matters of layoff and recall.

The District will create two separate and distinct seniority lists of all teaching assistants based on their hours of regular employment. Teaching assistants hired to work less than five (5) hours will be placed on a separate list. Said lists will be provided to the Association annually.

b) Placement on Lists

A teaching assistant will be placed on the seniority list in accordance with their years of service. A teaching assistant's original date of hire controls placement on the list.

Time spent on a leave without pay, twenty (20) or more consecutive work days, shall be deducted from the teaching assistant's total years of service, and such deduction may result in a teaching assistant with an earlier date of hire having less seniority than a teaching assistant with a later date of hire.

Note: FMLA cannot be deducted.

The date which the District notified a teaching assistant of an effective starting date will be the teaching assistant's date of hire. If two (2) or more teaching assistants have the same date of hire, their placement on the seniority list will be in accordance with District procedures for placement on the Board agenda.

- c) Service Credit
Those teaching assistants currently employed by the District will receive a full year's credit for each year of service with the District through June 2003.
- d) Layoff
For the purpose of reducing positions and subsequent layoff, the following procedure will prevail:
 - (i) All non-certified teaching assistants will be laid off before any certified teaching assistants.
 - (ii) Teaching assistants with .5 to 4.99 hours per day will be laid off in reverse order of seniority, and teaching assistants with 5.0 to 7.49 hours per day will be laid off in reverse order of seniority on their respective seniority lists.
- e) Preferred Eligibility List
Laid-off teaching assistants shall have their names placed on preferred eligible lists according to two classes:
 - (i) .5 to 4.99 hours per day
 - (ii) 5.0 to 7.49 hours per day

They shall be credited with their total years of service in the District as calculated in section (c) above. A teaching assistant's name shall remain on the preferred eligible list for two (2) years or until such time that the teaching assistant refuses an offer to return to the same or a similar position from which the teaching assistant was laid off. The first refusal shall result in the teaching assistant's name being removed from the preferred eligible list.
- (f) Recall Rights
The District will offer an open position to a teaching assistant on preferred eligible lists in reverse order of seniority according to two classes:
 - (i) .5 to 4.99 hours per day
 - (ii) 5.0 to 7.49 hours per day

2.5 GRIEVANCE PROCEDURE

Informal settlements at any stage shall be binding on parties to the settlement, but shall not serve as precedents in future grievance proceedings.

DEFINITIONS

- a) A "grievance" is a complaint which involves the interpretation of, application of, or compliance with the provisions of this agreement.
- b) "Representative" shall mean the person or persons designated by aggrieved parties to act on their behalf.
- c) "Workday" shall mean those days when teaching assistants are working during the typical school year. If a grievance is not resolved on or before the last day of school, efforts will be made to process the grievance before the beginning of the next school year.

I. Stage I - Supervisor

- a) A grievant accompanied by an Association representative or another teaching assistant if desired, shall present a grievance orally to the supervisor within twenty (20) workdays after the grievance occurs.

- b) The supervisor, grievant and the representative shall discuss the grievance and attempt to resolve it.
- c) Within five (5) workdays after the presentation of the grievance, the supervisor shall render a decision and communicate same to the grievant and representative, if any.

II. Stage II - Superintendent

- a) If the grievant or the Association is not satisfied with the decision at Stage I, the grievant or the Association may file a written appeal with the Superintendent within five (5) workdays of receipt of the decision at Stage I. The appeal shall set forth the article or articles alleged to have been violated, a statement of the details of the event giving rise to the grievance, and the remedy sought.
- b) Within five (5) workdays after receiving the appeal, the superintendent, or his designee, shall hold a meeting for the purpose of attempting to resolve the grievance. In the event that the parties are unable to agree upon a resolution, the Superintendent shall render a written decision to the aggrieved and the Association within five (5) workdays after the meeting.

III. Stage III - Binding Arbitration

- a) After such a meeting, if the teaching assistant and/or Association are not satisfied with the decision at Stage II, and the Association determines that the grievance is meritorious, it may be submitted to arbitration by written notice to the Board of Education within fifteen (15) workdays after receipt of the decision at Stage II. The Demand for Arbitration shall serve as notice.
- b) The parties will then be bound by the Rules and Procedures of the American Arbitration Association.
- c) The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issue(s).
- d) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement.
- e) The decision of the arbitrator shall be binding.
- f) The costs for the services of the arbitrator will be borne equally by the District and the Association.

3.0 DISTRICT RESPONSIBILITIES

3.1 WORKDAY AND WORK YEAR

Upon employment, teaching assistants will be notified, in writing, of the number of hours, the number of days to be worked and their hourly rate of pay.

In the event that teaching assistants are not required by the Superintendent or his designee to report for a regularly scheduled workday or are released from their duties prior to the end of a regularly scheduled workday, they shall suffer no loss of pay. Where the State mandates that such lost time be made up, the District reserves the right to require teaching assistants to make up such days or parts thereof without any additional compensation.

3.2 ASSIGNMENT NOTIFICATION

The District will notify individual teaching assistants of their teaching assignment status, if determined, for the following year, during the month of June preceding.

If assignments are revised during the summer months, the District will notify affected individuals in a timely manner.

Article 2.4-Grievance procedure will not apply to this article.

3.3 PREPARATION TIME

Teaching assistant duties including preparation activities are to take place during their regular working hours. If needed, a paid time allotment for preparation will be so specified in the teaching assistant's salary notice.

3.4 VACANCY NOTIFICATION

During the school year teaching assistant vacancies will be published in the Staff Bulletin.

3.5 EVALUATION

Recognizing that the goal of teaching assistant's evaluation is the improvement of instruction, the following provisions apply:

- a) The performance of all teaching assistants shall be evaluated in writing.
- b) Teaching assistants shall be evaluated at least once every year, not later than May 15.
- c) At least one observation period of no less than thirty (30) consecutive minutes must precede each evaluation. All observations of the performance of the teaching assistant shall be conducted openly and with full knowledge of the teaching assistant. Such observations and the written evaluation shall be conducted only by a building principal or other certified administrator.
- d) A conference of the observation will be held with the teaching assistant within fifteen (15) school days of the observation, extended per diem if the teaching assistant or evaluator is absent from work in the building during this period. At the conference, the evaluator will discuss the evaluation with the teaching assistant. The teaching assistant shall have the right to respond to any evaluation and to have a copy of the response attached to the copy of the evaluation placed in the personnel file.
- e) The Teaching Assistant Performance Report developed by the parties is placed in the appendix and may be modified by mutual agreement.

4.0 PROFESSIONAL RIGHTS

4.1 DUES DEDUCTION

- a) The District agrees to deduct Association dues from the wages of teaching assistants who individually and voluntarily authorize the District to make such deductions, and such monies will be forwarded promptly to the Association Treasurer. The authorization will be made in writing, using the form agreed to between the parties.
- b) The Association will certify to the District, in writing, the current rate of membership dues. The Association will give the District thirty (30) days written notice before the effective date of any change in membership dues.

- c) The District will deduct the dues from the salaries of the teaching assistants each pay period of every month, beginning on or before the first pay period of October and to be spread over the school year until the full amount of dues has been paid.
- d) The District will, no later than September 30 of each year, provide the Association with a list of teaching assistants who have authorized the District to deduct dues for the Association.
- e) Every thirty (30) days, if desired, the Association President may request a list of work locations, hours per week and position titles of all teaching assistants covered by this Agreement.

4.2 PERSONNEL FILE

The official District teaching assistant personnel file shall be maintained in the Central District Office. A teaching assistant shall have the right, upon twenty-four (24) hours notice to the Assistant Superintendent for Personnel Services, to review the contents of his/her personnel file. A teaching assistant shall have the right to have a representative accompany him/her during such review.

Any document placed in the personnel file after June 1, 1996 will be dated and will carry the notation: "cc: Personnel File." (District copies of District forms shall not require this notation)

The teaching assistant shall have the right to prepare an individual response to any material(s) placed in the file and the response shall be attached.

4.3 TRAVEL TIME

Teaching assistants assigned to more than one school on any given day will be provided with travel/adjustment time between schools.

4.4 UNPAID LUNCH

Teaching assistants will have a minimum thirty (30) minute, duty-free, unpaid lunch period which will be scheduled during the time designated for lunch in the building to which they are assigned or commencing one-half hour following such period.

4.5 RIGHT TO REPRESENTATION

In any case in which the administrator summons a teaching assistant for a conference involving teaching assistant discipline or which might lead to discipline (including personal matters of the particular teaching assistant), the administrator, at the beginning of the meeting or beforehand, shall inform the teaching assistant of the right to have an association representative.

A teaching assistant shall then be granted up to three (3) hours to obtain an association representative.

5.0 LEAVES

5.1 SICK LEAVE/FAMILY ILLNESS

Teaching assistants shall be granted eleven (11) paid sick leave days per year, prorated on a month's worked basis, cumulative to one hundred eighty-five (185) days.

Teaching assistants must notify their immediate supervisor of absences, as early as possible to allow time to secure services of a substitute.

Sick leave is to be used when teaching assistants are unable to attend to their duties because of mental or physical

incapacities, temporary disabilities, or the need to seek medical consultation or assistance. The teaching assistant must use district forms for verification of the necessity for extended leave and for return to work planning.

Maternity leave shall be granted in accordance with applicable laws and shall be treated in the same manner as any other leave for medical reasons.

Sick leave shall also be granted for illness in their immediate family or that in their spouse's immediate family. Immediate family includes grandfather, grandmother, grandchild, mother, father, stepparent, son, daughter, stepchild, spouse, brother or sister, or other individual who qualifies as a dependent for income tax purposes.

Absence because of family illness will be limited to a maximum of five (5) days per year.

Once annual sick leave and accumulated sick leave have been exhausted, teaching assistants may make application to the Assistant Superintendent for Personnel for up to ten additional days in a fiscal year (after provision of all other leaves have been exhausted). A medical certificate of need will accompany the application. Upon return to work, the teaching assistant shall repay all days to the bank. Such repayment shall be at a rate of three days per year and shall be deducted at the beginning of the payback year. The total borrowed days may not exceed 10 days.

Once a teaching assistant has exhausted all other sources of sick leave and emergency and personal leave, they may apply to the Superintendent of Schools or designee. In such emergencies, the Superintendent or designee has sole discretion of granting additional days from the sick leave bank. These days are not to be paid back.

Summer School - Sick leave up to a maximum of two (2) days shall be cumulative up to a total of four (4) days if they are earned in consecutive summers. Sick leave days earned under this assignment are exclusive from any other sick leave policy.

5.2 SERIOUS FAMILY ILLNESS

Teaching assistants may have up to five (5) days granted in one year in the event of serious illness or injury requiring bedside or household attention for a member of the employee's and his/her spouse's family as specified: grandfather, grandmother, parent, stepparent, child, stepchild, grandchild, spouse and sibling.

- a. Upon return to work, the teaching assistant shall submit to their immediate supervisor a statement specifying that the days used be deducted from the five (5) days permitted for serious illness in the family and stating which doctor was consulted.
- b. These day(s) shall not be deducted from the teaching assistant's sick leave.
- c. These days are not cumulative.

5.3 EMERGENCY AND PERSONAL DAYS

Teaching assistants will be granted two (2), non-cumulative, emergency or personal leave days per year prorated on a month's worked basis. These days will be granted upon forty eight (48) hours advance notice to their supervisor, provided, however, in the case of an emergency the time limit may be waived.

Once a teaching assistant has used two (2) personal leave days, s/he may apply for an additional day for cases of extenuating circumstances. The Superintendent, or designee, has sole discretion to grant or deny the additional day.

For an emergency or personal day immediately preceding or following a holiday or school recess, a reason must be given on the Request for Leave form. The Request for Leave form is found at the Appendix II of the Agreement.

Days are not cumulative from year to year. Any unused days will be credited to the teaching assistant's sick leave on July 1 of the succeeding year. If a teaching assistant is released from their position with the District, the District shall pay their regular daily rate for any pro-rata portion of the two (2) leave days which have not been used.

5.4 BEREAVEMENT DAYS

Teaching assistants may be granted up to five (5) days for each occurrence of death of a member of their immediate family or that in their spouse's immediate family as specified in Section 5.1.

In the event that the teaching assistant is unable to prepare a written request, the immediate supervisor may submit a statement for the teaching assistant who uses bereavement days.

5.5 JURY DUTY

When teaching assistants are called for jury duty, they will notify their supervisor immediately. The District will then grant jury leave for the duration of the teaching assistant's responsibility to the court. Any daily rate paid to the teaching assistant for jury duty services shall be paid over to the District. In return, they will receive their regular rate of compensation and benefits during the time they serve. If the rate is less than for jury duty, the employees will keep the full amount paid them for jury service.

5.6 PART DAYS

Portions of leave days as set forth in Articles "Sick Leave", "Bereavement", and "Paid Leave Days" may be used in hour blocks of a teaching assistant's regular workday.

5.7 UNPAID LEAVES

The District may grant unpaid leaves of absence for a minimum period of one month and a maximum of one year, upon written request (with reasons) by the teaching assistant. Such leaves must be approved by the Board of Education prior to implementation.

Upon written request by the teaching assistant and final approval by the Assistant Superintendent for Personnel Services, leaves of absence without pay for periods of less than one month may be granted.

A leave of absence shall not result in loss of position or benefits. However, increments, longevity, and benefits accruing from longevity shall not accrue during a leave of absence that extends beyond ninety (90) days.

A teaching assistant on leave shall be entitled to continue health and dental coverage and shall pay the full premium or premium equivalent to the District, while on such leave. Failure to keep payments current shall result in a loss of coverage.

The leave may not be used for searching for or engaging in other employment. Such practice shall result in termination of employment.

The Board may grant a leave of absence without pay to any teaching assistant who is unable to perform the duties of the position because of illness, or illness in the immediate family. This will be based on recommendation of the Superintendent or designee. The teaching assistant must request such leave in writing and provide the Assistant Superintendent with written certification of the illness from their physician. Such certification shall be received by the District prior to the commencement of leave.

A physician's statement, attesting to the fitness of the teaching assistant, may be required prior to the employee's return to work. The teaching assistant must use the District's forms for verification of the necessity for leave and for return to work planning.

Article 2.4 Grievance Procedure will not apply to this article.

6.0 HEALTH BENEFITS

6.1 HEALTH INSURANCE

All regularly appointed, eligible teaching assistants will be entitled to receive individual, two-person, or family coverage and shall be entitled to coverage equivalent to the specifications of the Blue-Cross 70 Day Plan and the Blue Shield UCRI Plan with the following riders and provisions:

- a) Ambulance Services
- b) In-patient diagnostic
- c) Expanded maternity care, including elective sterilizations
- d) In-patient stay after lymph node dissection, lumpectomy, or breast cancer treatments
- e) Student coverage to age 25
- f) Non-member Hospital Rider; equal to BC/BS member hospitals
- g) Routine mammography and cervical cancer screening
- h) Emergency room coverage for sudden and serious illness
- i) In and out-patient alcoholism and/or substance abuse treatment benefits
- j) Two dollar (\$2.00) generic, seven dollar (\$7.00) brand name co/pay prescription drug rider
- k) Mandatory Ambulatory Surgery Rider
- l) 80/20 co-insurance
- m) One Hundred (\$100) dollar deductible per person/Three Hundred dollar (\$300) aggregate per family
- n) Maximum coverage to \$1,000,000 per individual

6.2 DENTAL INSURANCE

The District dental care program shall be the Blue Shield Premium Credit Plan equal to the Blue Shield Dental Schedule A with the following riders: supplemental, basic, periodontics, prosthetics and orthodontic riders. Said riders shall be equal to the Blue Shield Schedule A.

6.3 VISION INSURANCE

- a) The District shall participate in the New York State United Teachers' Premier Platinum Vision Care Plan (annual benefit).
- b) This Plan shall be available for all teaching assistants, except those teaching assistants who elect to receive the monetary payment for declining coverage (Article 6.0 - HEALTH BENEFIT, Section 6.5 - DECLINING COVERAGE).
- c) For teaching assistants who are health insurance eligible under the provisions of Section 6, the district will pay fifty percent (50%) and the teaching assistant shall pay fifty percent (50%) of either the Single or Family Plan.
- d) Payment must be run through payroll deduction. Deductions will be withheld on a twenty (20) payroll cycle.

6.4 ELIGIBILITY FOR INSURANCE COVERAGE

Teaching assistants will be eligible for health and dental benefits if they meet the following criteria:

- a) Employment by Board appointment.
- b) Minimum expected employment duration of three (3) months.
- c) Effective July 1, 1996, minimum employment level of twenty-five (25) hours per week.
- d) Once eligible, involuntary reductions in employment time will not remove eligibility, with the exception of the total elimination of the teaching assistant's employment.
- e) Such coverage may begin for a new teaching assistant or a newly eligible teaching assistant within 30 days of the date of employment by filing an enrollment application. Following the initial declination of insurance coverage, teaching assistants will be entitled to re-enroll on an annual basis during the month of June.

- f) In the event of continued employment, layoff or resignation during the month of June, health and dental insurance coverage shall continue through August 31. In the event of resignation during all other months, coverage shall continue through the end of the month.
- g) Teaching assistants who have regular, part-time assignments (carry forward from year-to-year) will be permitted to accept additional hours of work, associated with temporary manageability situations, and enjoy the temporary benefit of eligibility for health insurance.
 - 1) The practice of terminating eligibility for health insurance for these positions at the completion of the temporary assignment will continue;
 - 2) When additional temporary hours, associated with manageability circumstances, are assigned to teaching assistants, eligibility for on-going health insurance benefits also shall cease with the end of the assignment.

6.5 DECLINING COVERAGE

- a) Any teaching assistant who is eligible for health insurance coverage but chooses to decline coverage shall receive one thousand dollars (\$1,000.00) per year. Payment for declining coverage shall be made in the first pay period in June. In order to be eligible for the above-referenced buyout, the teaching assistant must decline coverage on an annual basis.
- b) Teaching assistants choosing to decline coverage will need only to file an initial form to secure this benefit. If those declining coverage do not notify the District by the first day of required attendance in September and thereafter by the last day of each month, the amount will be pro-rated. Pro-ration formula shall be based on a September through June period with each month equaling a ten percent (10%) pro-rated reduction.
- c) Teaching assistants may re-enroll at any time by notifying the Personnel Services Office. Coverage shall begin no later than thirty (30) days after date of re-enrollment. Payment for that year will be pro-rated.
- d) Once a teaching assistant has declined coverage, involuntary reduction in employment, with the exception of the total elimination of the teaching assistant's employment, will not remove the opportunity to continue receiving full payment.

6.6 COORDINATION OF BENEFITS

When a husband and wife are both staff members of the Corning-Painted Post Area School District and are eligible for medical and dental coverage under a family contract, one employee will elect family coverage covering both staff members and their dependents. In the case of divorced spouses, both of whom are members of the bargaining unit, the spouse who has retained custody of the children for medical purposes will be eligible for family coverage and the remaining spouse will be eligible for individual coverage.

Following payment of the scheduled benefit, the plan member, spouse, divorced spouse and dependents will be eligible for reimbursement of additional expense equal to the lesser of the balance of the charges remaining, following payment under the plan or the scheduled benefit contained in the plan document.

In no event would the benefit under this provision exceed the scheduled benefit and the annual and lifetime limits contained in the dental plan.

6.7 PREMIUM CONTRIBUTION - EMPLOYEES

Participating teaching assistants will contribute toward the annual cost of health insurance premium or premium equivalent as follows:

- Family Plan - \$375.00
- Two (2) Person Plan - \$300.00
- Individual Plan - \$225.00

6.8 PREMIUM CONTRIBUTION - RETIREES

Eligible teaching assistants who retire on or after July 1, 1997 through June 30, 2007 will contribute 5% of the annual premium or premium equivalent for the individual, two-person or family coverage.

6.9 FLEX SPENDING PLAN

Eligible employees may voluntarily participate in the Flexible Spending Plan established by the District pursuant to IRS Code §125. Plan procedures and limitations, if any, shall be established by the District. Revisions to the plan design shall be communicated to eligible employees at least thirty (30) days prior to implementation.

6.10 DIRECT BANK DEPOSIT

The District agrees to make available to all teaching assistants the option of having their payroll check deposited directly into the bank or credit union of their choice. If the request is for a bank with which the District has no relationship, the teaching assistant will provide the appropriate contact information to enable the District and bank to establish a relationship.

6.11 TAX SHELTER PLAN

- a) The District agrees to enter into salary reduction agreements for those teaching assistants who qualify under Section 403b of the Internal Revenue Code.
- b) The list of participating companies and common remitters may be obtained from the Personnel Services Office.

7.0 WORKERS' COMPENSATION

Teaching assistants will promptly file a written report to their immediate supervisor of all cases of assault or battery suffered in connection with their employment. Copies of such written reports will also be provided to the Assistant Superintendent for Personnel Services and to the Association President.

Regularly employed teaching assistants who are absent from their employment and are unable to perform their duties as a result of a personal injury caused by an accident or an assault occurring in the course of their employment will be paid their full wages for up to twenty (20) workdays from the date of injury provided the teaching assistant's actions have not been contrary to District policy. None of the paid twenty (20) workdays' absence will be charged against sick leave. The amount of any Worker's Compensation award made for disability due to an injury will be paid in full to the District for any or all of the aforementioned twenty (20) workdays' absence.

8.0 COMPENSATION AND RELATED MATTERS

8.1 WAGES

2003-04 SCHEDULE

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 7.60	1	1-5	\$ 8.89	\$ 8.89	\$ 8.89
2	2	\$ 7.92	2	6	\$ 9.22	\$ 9.22	\$ 9.22
3	3	\$ 8.24	3	7	\$ 9.55	\$ 9.55	\$ 9.55
4	4	\$ 8.55	4	8	\$ 9.88	\$ 9.88	\$ 9.88
5	5	\$ 8.86	5	9	\$10.21	\$10.21	\$10.21
6	6	\$ 9.21	6	10	\$10.54	\$10.54	\$10.54
7	7	\$ 9.54	7	11	\$10.87	\$10.87	\$10.87
8	8	\$ 9.86	8	12	\$11.20	\$11.20	\$11.20
9	9	\$10.19	9	13	\$11.53	\$11.53	\$11.53
10	10	\$10.51	10	14	\$11.86	\$11.86	\$11.86
11	11	\$10.84	11	15	\$12.19	\$12.19	\$12.19
			12	16	\$12.52	\$12.52	\$12.52
			13	17	\$12.85	\$12.85	\$12.85
			14	18	\$13.18	\$13.18	\$13.18
			15	19	\$13.51	\$13.51	\$13.51
			16	20	\$13.84	\$13.84	\$13.84
			17	21	\$14.17	\$14.17	\$14.17
			18	22	\$14.50	\$14.50	\$14.50
			19	23	\$14.83	\$14.83	\$14.83
			20	24	\$15.16	\$15.16	\$15.16
			21	25	\$15.49	\$15.49	\$15.49
			22	26	\$15.82	\$15.82	\$15.82
			23	27	\$16.15	\$16.15	\$16.15
			24	28-30	\$16.48	\$16.48	\$16.48

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 6 semester hours of collegiate study.

LEVEL 3 - High school diploma or equivalent and 18 semester hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 semester hours of collegiate study.

The processing of horizontal salary promotions will require submission of the academic record by May 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

2004-05 SCHEDULE

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 7.60	1	1	\$ 8.93	\$ 9.03	\$ 9.03
2	2	\$ 7.92	2	2-6	\$ 9.26	\$ 9.36	\$ 9.36
3	3	\$ 8.24	3	7	\$ 9.59	\$ 9.69	\$ 9.69
4	4	\$ 8.55	4	8	\$ 9.92	\$10.02	\$10.02
5	5	\$ 8.86	5	9	\$10.25	\$10.35	\$10.35
6	6	\$ 9.21	6	10	\$10.58	\$10.68	\$10.68
7	7	\$ 9.54	7	11	\$10.91	\$11.01	\$11.01
8	8	\$ 9.86	8	12	\$11.24	\$11.34	\$11.34
9	9	\$10.19	9	13	\$11.57	\$11.67	\$11.67
10	10	\$10.51	10	14	\$11.90	\$12.00	\$12.00
11	11	\$10.84	11	15	\$12.23	\$12.33	\$12.33
12	12	\$11.16	12	16	\$12.56	\$12.66	\$12.66
			13	17	\$12.89	\$12.99	\$12.99
			14	18	\$13.22	\$13.32	\$13.32
			15	19	\$13.55	\$13.65	\$13.65
			16	20	\$13.88	\$13.98	\$13.98
			17	21	\$14.21	\$14.31	\$14.31
			18	22	\$14.54	\$14.64	\$14.64
			19	23	\$14.87	\$14.97	\$14.97
			20	24	\$15.20	\$15.30	\$15.30
			21	25	\$15.53	\$15.63	\$15.63
			22	26	\$15.86	\$15.96	\$15.96
			23	27	\$16.19	\$16.29	\$16.29
			24	28	\$16.52	\$16.62	\$16.62

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 6 semester hours of collegiate study.

LEVEL 3 - High school diploma or equivalent and 18 semester hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 semester hours of collegiate study.

- 2004-05 - Employees moving off Step 24, or already off schedule, will receive an increase of .37 cents per hour over their 2003-04 base salary.

The processing of horizontal salary promotions will require submission of the academic record by May 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

8.1 WAGES

2005-06 SCHEDULE

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 7.60	1	1	\$ 9.00	\$ 9.15	\$ 9.30
2	2	\$ 7.92	2	2	\$ 9.33	\$ 9.48	\$ 9.63
3	3	\$ 8.24	3	3-7	\$ 9.66	\$ 9.81	\$ 9.96
4	4	\$ 8.55	4	8	\$ 9.99	\$10.14	\$10.29
5	5	\$ 8.86	5	9	\$10.32	\$10.47	\$10.62
6	6	\$ 9.21	6	10	\$10.65	\$10.80	\$10.95
7	7	\$ 9.54	7	11	\$10.98	\$11.13	\$11.28
8	8	\$ 9.86	8	12	\$11.31	\$11.46	\$11.61
9	9	\$10.19	9	13	\$11.64	\$11.79	\$11.94
10	10	\$10.51	10	14	\$11.97	\$12.12	\$12.27
11	11	\$10.84	11	15	\$12.30	\$12.45	\$12.60
12	12	\$11.16	12	16	\$12.63	\$12.78	\$12.93
13	13	\$11.48	13	17	\$12.96	\$13.11	\$13.26
			14	18	\$13.29	\$13.44	\$13.59
			15	19	\$13.62	\$13.77	\$13.92
			16	20	\$13.95	\$14.10	\$14.25
			17	21	\$14.28	\$14.43	\$14.58
			18	22	\$14.61	\$14.76	\$14.91
			19	23	\$14.94	\$15.09	\$15.24
			20	24	\$15.27	\$15.42	\$15.57
			21	25	\$15.60	\$15.75	\$15.90
			22	26	\$15.93	\$16.08	\$16.23
			23	27	\$16.26	\$16.41	\$16.56
			24	28	\$16.59	\$16.74	\$16.89

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 6 semester hours of collegiate study.

LEVEL 3 - High school diploma or equivalent and 18 semester hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 semester hours of collegiate study.

- 2005-06 - Employees moving off Step 24, or already off schedule, will receive an increase of .40 cents per hour over their 2004-05 base salary.

The processing of horizontal salary promotions will require submission of the academic record by May 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

2006-07 SCHEDULE

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 7.92	1	1	\$ 9.06	\$ 9.26	\$ 9.46
2	2	\$ 8.15	2	2	\$ 9.39	\$ 9.59	\$ 9.79
3	3	\$ 8.42	3	3	\$ 9.72	\$ 9.92	\$10.12
4	4	\$ 8.71	4	4-8	\$10.05	\$10.25	\$10.45
5	5	\$ 9.01	5	9	\$10.38	\$10.58	\$10.78
6	6	\$ 9.31	6	10	\$10.71	\$10.91	\$11.11
7	7	\$ 9.61	7	11	\$11.04	\$11.24	\$11.44
8	8	\$ 9.91	8	12	\$11.37	\$11.57	\$11.77
9	9	\$10.21	9	13	\$11.70	\$11.90	\$12.10
10	10	\$10.51	10	14	\$12.03	\$12.23	\$12.43
11	11	\$10.81	11	15	\$12.36	\$12.56	\$12.76
12	12	\$11.11	12	16	\$12.69	\$12.89	\$13.09
13	13	\$11.41	13	17	\$13.02	\$13.22	\$13.42
14	14	\$11.71	14	18	\$13.35	\$13.55	\$13.75
			15	19	\$13.68	\$13.88	\$14.08
			16	20	\$14.01	\$14.21	\$14.41
			17	21	\$14.34	\$14.54	\$14.74
			18	22	\$14.67	\$14.87	\$15.07
			19	23	\$15.00	\$15.20	\$15.40
			20	24	\$15.33	\$15.53	\$15.73
			21	25	\$15.66	\$15.86	\$16.06
			22	26	\$15.99	\$16.19	\$16.39
			23	27	\$16.32	\$16.52	\$16.72
			24	28	\$16.65	\$16.85	\$17.05

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 6 semester hours of collegiate study.

LEVEL 3 - High school diploma or equivalent and 18 semester hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 semester hours of collegiate study.

- 2006-07 - Employees moving off Step 24, or already off schedule, will receive an increase of .39 cents per hour over their 2005-06 base salary.

LONGEVITY - Effective July 1, 2006, teaching assistants with 15 years or more of service shall receive a longevity stipend of .20 cents per hour.

The processing of horizontal salary promotions will require submission of the academic record by May 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

8.2 TEACHING ASSISTANT LICENSE

The District will reimburse teaching assistants up to fifty dollars (\$50) upon presentation of evidence of a New York State continuing license.

The provisions of this article shall pertain only to teaching assistants who obtain both their temporary and continuing license while employed by the District, with the continuing licenses being obtained on or after the execution of this agreement.

8.3 IN-SERVICE COURSE COMPENSATION

Teaching assistants shall be compensated at their individual hourly rate for attendance at in-service courses. Prior approval to attend must be obtained from the Assistant Superintendent for Personnel Services.

8.4 MANDATED COURSE COMPENSATION

Teaching assistants shall be reimbursed for the cost of the following courses: Child Abuse Recognition training, CPR /AED, and Violence Prevention.

8.5 SUBSTITUTE TEACHING

Teaching assistants who are requested by an administrator to serve as substitute teachers will receive either the rate of pay of a certified substitute teacher or a ten percent (10%) increase in their individual teaching assistant hourly rate, whichever is greater.

8.6 MILEAGE PAYMENTS

Teaching assistants who are directed by their supervisor to use their personal vehicles in the performance of assigned district business shall be reimbursed at the Internal Revenue Service current mileage reimbursement rate.

8.7 STAFF MEETINGS

Teaching assistants who are requested by their supervisor to remain after working hours for staff meetings shall be paid at their hourly rate, calculated in minimum units of fifteen (15) minutes.

9.0 DURATION

The Association and the District have hereby agreed and adopted the terms and conditions set forth in this document. The provisions of this agreement shall be in force from July 1, 2003 to June 30, 2007.

9.1 SIGNATURES

Corning-Painted Post Area School District

Corning Teaching Assistant Association

s/Judith P. Staples
Judith P. Staples, Ed. D.
Superintendent of Schools

s/Cathy Tosh
Cathy Tosh
President

s/Robert C. Young, Jr.
Robert C. Young, Jr., Ph. D.
Assistant Superintendent, Personnel Services
Chief Negotiator

s/Sherry Edger
Sherry Edger
Association Chief Negotiator

**TEACHING ASSISTANT
PERFORMANCE REPORT**

**Corning - Painted Post Area School District
Personnel Services**

APPENDIX I

TEACHING ASSISTANT _____ ADMINISTRATOR _____

SCHOOL _____ EVALUATION DATE _____

POSITION _____

DEFINITIONS OF RATINGS:

OUTSTANDING (O/S) - Exceeds requirements

MEETS REQUIREMENTS (M/R) -Consistently meets expectations of the organization.

NEEDS IMPROVEMENT (N/I) - Exhibits need for improvement.

UNACCEPTABLE (U/A) - Does not meet expectations of the District. Teaching Assistant must have been previously informed & performance is still unsatisfactory.

NOT OBSERVED (N/O) - performance not observed.

PERFORMANCE APPRAISAL

	O/S	M/R	N/I	U/A	N/O
1. Accountability - accepts consequences of own actions and conduct					
2. Adaptability - ability to perform other jobs, learn new methods: adjusts to changes and varying circumstances; responsive to suggestions; flexible					
3. Analysis - identifies, responds to needs and solves problems					
4. Appearance - displays appropriate appearance for job position					
5. Attendance - Maintains expected attendance and meets daily obligations					
6. Attitude - conveys a positive attitude and interest towards the job, students and others					
7. Awareness-knowledge regarding activities of position					

Original - Personnel Services

1 Copy - Staff Member

2 Copy - Administrator

	O/S	M/R	N/I	U/A	N/O
8. Communication: a. Verbal and Written communication is clear and precise b. Listening skills c. Seeks information when unclear or unknown					
9. Compliance - follows and adheres to policies, regulations and procedures					
10. Confidentiality - maintains confidentiality of appropriate information					
11. Cooperation - is helpful and cooperative in working with students and others; works as a team member					
12. Creativity - develops new ideas and procedures					
13. Dependability - reliable: completes assigned tasks on schedule					
14. Efficiency – uses time productively					
15. Encourages students to develop effective work habits					
16. Initiative - initiative to do things on own					
17. Judgment - uses good judgment; handles matters with discretion; makes appropriate choices					
18. Patience - exhibits tolerance in dealing with students and others					
19. Planning and Organization - anticipates unusual workloads and maintains good learning environment					
20. Provides student(s) with feedback					
21. Provides teacher with information about student(s) which will assist in the development of the student(s)					
22. Punctuality - is ready for work and on time					
23. Quality - work is neat, thorough, complete, accurate, and timely					
24. Relationships - works well with students and others; considerate, courteous					
25. Resourcefulness - utilizes available resources to enhance student productivity					
26. Responsibility - requires minimum supervision					

If an item is checked "Outstanding," an explanation must be written. If an item is checked "Needs Improvement" or "Unacceptable," it is mandatory that an explanation be written and suggestions for improvement given in space provided below (extra pages may be attached).

Section for Highlighting Excellence

Suggestions for improvements for "Needs Improvement" or Unacceptable" category

Other comments (employee or supervisor)

Signature means teaching assistant evaluated has received a copy of the report. Signature does not necessarily mean agreement with evaluation.

I have seen this completed appraisal and am aware that I may submit written comments, if so desired, to be attached to this form.

Teaching Assistant's Signature _____ Date _____

Administrator's Signature _____ Date _____

**REQUEST FOR LEAVE
Teaching Assistants**

**Corning - Painted Post Area School District
Personnel Services**

APPENDIX II

Name: _____ Date: _____

Building: _____ Assignment: _____

I am requesting leave as follows:

PAID LEAVE:

Emergency Day

Date: _____

* Explanation: _____

- Complete explanation only if requesting 3rd day or if day is immediately preceding or following a holiday.

Medical Leave (from Personal Illness Days)

Date: _____

Family Illness

Date: _____

Family Member: _____

Bereavement

Date: _____

Family Member: _____

NON-PAID LEAVE:

Period of Time: _____

Explanation: _____

DATE: _____

SIGNATURE: _____

Immediate Supervisor Signature

(Supervisor's knowledge of request does not indicate approval or denial.
All leave requests will be forwarded to the Assistant Superintendent for Personnel Services.)

Your leave request is

Denied _____

Granted _____

**Routing: Please submit original
and 2 copies to your
immediate supervisor**

Assistant Superintendent for Personnel Services

COPER005-2/23/04

**Original - Personnel Services Copy 1 - Supervisor Copy 2 - Staff Member
Submit all copies to your immediate supervisor**

**PHYSICIAN CERTIFICATION
OF DISABILITY**

**Corning – Painted Post Area School District
Personnel Services**

APPENDIX III

**PHYSICIAN CERTIFICATION OF DISABILITY
AND
AUTHORIZATION TO RELEASE MEDICAL INFORMATION**

I, the undersigned physician, do hereby certify that I have examined _____
and find that he/she is or will be unable to perform the essential duties of his/her position for the period of
_____ to _____.

Physician (Please Print)

Signature of Physician

Date

I hereby authorize the release of medical information from my physician,
_____, to the School District's Chief School Physician,
_____, to enable discussion of the circumstances of this disability period, if necessary.

Staff Member (Please Print)

Signature of Staff Member

Date

Copy 1 – Personnel Copy 2 – Chief School Physician Copy 3 – Employee's Physician Copy 4 – Staff Member

RETURN TO WORK PLAN

Corning – Painted Post Area School District
Personnel Services

APPENDIX IV

Patient Name _____ Building _____

Job Title _____

School District Contact: Dr. Eric Phillips, Chief School Physician – Phone 936-9971
Dr. Robert Young, Jr., Ed. D., Assistant Superintendent for Personnel Services

I authorize my doctor to release medical information related to this incident to the Chief School Physician and the District Workers' Compensation Carrier.

Patient/Employee Signature _____

Date _____

DIAGNOSIS _____ DATE OF INJURY _____ TYPE OF VISIT: _____ Initial Visit Status: _____ Improved
_____ Follow-Up Visit _____ No Change
_____ Worse

THE ABOVE INDIVIDUAL WAS EVALUATED ON THIS DATE WITH THE FOLLOWING MEDICAL RECOMMENDATION:

_____ NO MEDICAL RESTRICTIONS _____ OFF WORK UNTIL RECHECK REFERRED TO DR. _____

_____ SPECIFIC RESTRICTIONS ARE LISTED BELOW (PLEASE CHECK ALL ITEMS THAT APPLY)

<u>TYPE OF WORK INDIVIDUAL CAN PERFORM</u>	<u>LENGTH OF TIME</u>	<u>NO WORK REQUIRING</u>
_____ SEDENTARY Infrequently lift 10 lbs. or less No walking/carrying	(Hrs/day) _____ _____	_____ True Color Visual Acuity _____ Good Visual Acuity _____ Good Hearing _____ Depth Perception
_____ SEDENTARY – LIGHT Infrequently lift 10 lbs. or less Frequently lift 10 lbs. or less Self-paced walking/No carrying	_____ _____ _____ _____	_____ No work requiring use of (Right, Left) (Hand, Leg) _____ No work requiring use of arms above shoulders _____ No work on or near dangerous machinery or on powered moving equipment
_____ LIGHT Infrequently lift 15-20 lbs. Frequently lift 10 lbs. or less Slow walking/Carrying 10 lbs or less	_____ _____ _____ _____	_____ Restricted to: _____ Ground level work _____ May ascend stairs _____ No climbing ladders or working on unprotected elevations _____ No exposure to: _____ Dust/Particulates _____ Humidity _____ Respiratory irritants
_____ LIGHT-MEDIUM Infrequently lift 21-25 lbs. Frequently lift 11-20 lbs. Slow walking/Carrying 11-20 lbs.	_____ _____ _____ _____	_____ Temperatures below/above _____ Degrees _____ Other _____ Must keep wound dressing clean and dry for _____ days _____ Must use splint/sling at work until _____
_____ MEDIUM Infrequently lift 36-50 lbs. Frequently lift 21-25 lbs Moderate speed walking/Carrying 21-25 lbs	_____ _____ _____	_____ In an 8-hour work day, the individual could be expected to: (Circle one)
_____ MEDIUM-HEAVY Infrequently lift 51-75 lbs Frequently lift 26-35 lbs. Moderate speed walking/Carrying 21-25 lbs	_____ _____ _____	SIT 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs SIT w/extremity elevated 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs STAND 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs WALK 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs ALTERNATE STAND/SIT 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs DRIVE 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs BEND 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs CLIMB 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs PUSH/PULL 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs KNEEL 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs SQUAT 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs TWIST 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs REACH 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
_____ HEAVY Infrequently lift 76-100 lbs Frequently lift 35-50 lbs Moderate speed walking/Carrying 36-50 lbs	_____ _____ _____	_____ Individual can use hands for: (Circle yes or no) Simple Grasping Firm Grasping Fine Manipulation
_____ VERY HEAVY Infrequently lift more than 100 lbs Frequently lift 51-100 lbs Moderate speed walking/Carrying 50 lbs or more	_____ _____ _____	RIGHT YES NO YES NO YES NO LEFT YES NO YES NO YES NO
_____ Individual can use feet for repetitive movements (as operating foot controls) RIGHT, LEFT, BOTH (Circle one)		
_____ Restricted neck flexion/range of motion		

Date may return to work with above restriction(s): _____ Anticipated permanent work restriction: _____

DOCTOR VISIT _____ DATE _____ FOLLOW UP TREATMENT PLAN
PHYSICAL THERAPY _____ DATE _____

CONSULTANTS _____ DATE _____ DIAGNOSTIC STUDIES _____ DATE _____

PHYSICIAN'S SIGNATURE _____ DATE _____

PHYSICIAN'S NAME (Please Print) _____

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