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# AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS  
HORSEHEADS CENTRAL SCHOOL DISTRICT

and

THE HORSEHEADS SCHOOL SERVICES ASSOCIATION

July 1, 2005 - June 30, 2008

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## ARTICLE 1 - RECOGNITION

Sec.

1.1 Recognition: unit defined

**§ 1.1 Recognition unit defined.** The Board of Education of the Horseheads Central School District recognizes the Horseheads School Services Association as the sole and exclusive negotiating representative for a unit consisting of all teacher aides, teaching assistants, nurse aides, and long-term substitutes hired to work one semester or more, but excluding aides employed as library clerks and temporary employees.

## ARTICLE 2 - DEFINITIONS

Sec.  
2.1 Definitions

Sec.  
2.2 Gender and number

§ 2.1 **Definitions.** As used in this agreement:

- (a) The term *Association* means the Horseheads School Services Association.
- (b) The term *Board* means the Board of Education of the Horseheads Central School District.
- (c) The term *District* means the Horseheads Central School District.
- (d) The term *Superintendent* means the Superintendent of Schools of the Horseheads Central School District.
- (e) The term *employee* means any person in the bargaining unit represented by the Horseheads School Services Association.
- (f) The term *teacher aide* means an employee engaged in the performance of duties described in §80.33(a) of the Regulations of the Commissioner of Education set forth in Appendix A and whose job classification is described in Appendix B.
- (g) The term *teaching assistant* means an employee engaged in the performance of duties described in §80.33(b) of the Regulations of the Commissioner of Education set forth in Appendix A and whose job classification is described in Appendix B.
- (h) The term *nurse aide* means an employee who renders first aid and record-keeping services in a District health office and who works under the direct supervision of a school nurse teacher.
- (i) The term *full-time employee* means an employee who regularly works a minimum of five hours per day in the work year defined in section 14.1 of article 14 of this agreement.
- (j) The term *part-time employee* means an employee who regularly works less than five hours per day in the work year defined in section 14.1 of article 14 of this agreement.
- (k) The term *temporary employee* means an employee who is hired for a nonpermanent position for less than the work year defined in section 14.1 of article 14 of this agreement.



**§ 2.2 Gender and number.** Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 3 - PAYROLL DEDUCTIONS

Sec.		Sec.	
3.1	Association dues deduction	3.5	Discontinuance of dues deduction authorization
3.2	Dues certification	3.6	Agency fee
3.3	Transmission of dues	3.7	Benefit trust
3.4	Notification of dues deduction authorization		

**§ 3.1 Association dues deduction.** The District agrees to deduct from the salaries of its employees dues for the Association as said employees individually and voluntarily authorize the District to deduct. The dues deduction authorization form is set forth in Appendix C. Dues deductions are to be spread over the school year beginning with the first possible pay next succeeding the receipt of the necessary information from the Association, but no later than twenty-one days after receipt of such information.

**§ 3.2 Dues certification.** The Association will certify to the District in writing the current rate of membership dues. The Association will give the District thirty days' written notice before the effective date of any change in membership dues.

**§ 3.3 Transmission of dues.** This District will transmit to the Association monies deducted for membership dues before the next payroll date after dues have been deducted.

**§ 3.4 Notification of dues deduction authorization.** The District will, no later than September thirtieth of each year, provide the Association with a list of employees who have authorized the District to deduct dues for the Association.

**§ 3.5 Discontinuance of dues deduction authorization.** An employee who wishes to discontinue his dues deduction authorization must notify the District and the Association in writing.

**§ 3.6 Agency fee.** An employee who chooses not to join the Association will have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted from an employee's salary and transmitted to the Association in the manner described in sections 3.1 and 3.3 of this article.

**§ 3.7 Benefit trust.** An employee may use payroll deduction for payments to the NYSUT Benefit Trust.

## ARTICLE 4 - COMPENSATION

Sec.		Sec.	
4.1	Calculation of annual salary	4.7	Teacher Aide Course credits
4.2	Payroll schedule	4.8	In-service compensation
4.3	Salary Increase	4.9	Teaching Assistant Certification and Examination
4.4	Starting Salaries	4.10	Mileage reimbursement
4.5	Change in classification	4.11	Teaching Assistant College Tuition Reimbursement
4.6	Teacher substitute compensation		
4.12	Educational Credit Stipend		

**§ 4.1 Calculation of annual salary.** All employees will be paid on an annual salary basis. The salary shall be calculated by multiplying the number of hours worked per day times the employee's hourly rate, the product of which shall be multiplied by one hundred eighty-five days.

**§ 4.2 Payroll schedule.** The payroll schedule for employees will be the same as the teachers' payroll schedule.

**§ 4.3 Salary Increases.**

**2005-06** – an additional four per cent per hour over an employee's 2004-05 hourly rate x number of hours in workday x 185 days

**2006-07** – an additional four per cent per hour over an employee's 2005-06 hourly rate x number of hours in workday x 185 days

**2007-08** – an additional four per cent per hour over an employee's 2006-07 hourly rate x number of hours in workday x 185 days

The parties agree that effective July 1, 2005 and annually there after, employees beginning service year 15 or above shall have fifteen (\$.15) cents per hour added to their salary.

Effective July 1, 2006 and annually there after, employees beginning year 15 shall have a \$.15 per hour longevity added to their salary.

**§ 4.4 Salary Increase**

2005-06

Teaching Assistants – \$9.03 x number of hours in workday x 185

Teacher Aides - \$7.90 x number of hours in workday x 185

Nurse Aides - \$8.22 x number of hours in workday x 185

2006-07

Teaching Assistants – \$9.28 x number of hours in workday x 185

Teacher Aides - \$8.15 x number of hours in workday x 185

Nurse Aides - \$8.47 x number of hours in workday x 185

2007-08

Teaching Assistants – \$9.53 x number of hours in workday x 185

Teacher Aides - \$8.40 x number of hours in workday x 185

Nurse Aides - \$8.72 x number of hours in workday x 185

**§ 4.5 Change in classification.** Notwithstanding the provisions of sections 4.3 and 4.4 of this article, if an employee changes from one classification to another, his new salary shall reflect an increase or decrease, as applicable, in his hourly rate as determined by the differences in the starting hourly wages of the applicable classifications. If the change would result in a decrease in hourly wages, the employee's hourly rate will be frozen until the time as the rate corresponds with or exceeds his current rate.

**§ 4.6 Teacher substitute compensation.** If an employee is requested to substitute for a teacher, he will receive either his regular hourly rate for a seven-hour day or the highest per diem substitute rate, whichever is greater.

**§ 4.7 Teacher Aide Course credits.** An aide who is required to acquire college credits or a Red Cross First Aid Card shall be reimbursed by the District for the cost of such credits upon submission of evidence of successful completion of the course and a receipt for the payment for the course.

**§ 4.8 In-service compensation.** Employees shall be compensated at their individual hourly rate for attendance at in-service courses.

**§ 4.9 Teaching Assistant Certification and Examination.**

An employee who acquires certification as a teaching assistant shall be reimbursed up to \$35.00 for each certification level as required under New York State Education Law.

Effective July 1, 2005, any Association employee who must take the New York State Teaching Assistant Assessment for the purposes of certification, shall be reimbursed the full cost of the Assessment.

**§ 4.10 Mileage reimbursement.** Effective January 1, 2006, all travel between buildings as well as any other travel that must be incurred as part of an employee's job shall be reimbursed at the IRS rate in effect on September 1 of each school year. Employees are only entitled to reimbursement if a District car is not available for use.

**§ 4.11 Teaching Assistant College Tuition Reimbursement.**

1. Any Teaching Assistant who must, as a requirement for up to and including Level 3 Teaching Assistant Certification, or any current Teaching Assistant who currently holds a Teaching Assistant Certification, but wishes to become certified up to and including Level 3 Certification, pursuant to the newly promulgated New York State Education Regulations shall be reimbursed for classes as follows:

85% of CCC tuition upon completion of a course with a grade of “A” or above

75% of CCC tuition upon completion of a course with a grade of a “B” or above up to an “A”

50% of CCC tuition upon completion of a course with a grade of a “C” or above up to a “B”

2. Any Teaching Assistant who is not required to obtain Certification, but who wishes to take College courses will be reimbursed as follows:

70% of CCC tuition upon completion of a course with a grade of a “B” or above for the first 30 credits

50% of CCC tuition upon completion of a course with a grade of a “B” or above for any credits above 31 up to a total of 60 credits.

**§ 4.12 Educational credit stipend:**

For college credits, the following annual stipends shall be awarded to bargaining unit members (excluding long-term subs). It is the employee’s responsibility to submit college transcripts to the Office of Human Resources September 15 of each school year in order to receive payment in the second pay in October. This stipend does not accrue onto a member’s salary from year to year:

30 credits or more - \$500

18-29 credits - \$350

6-17 credits - \$100

Sec.  
5.1 Attendance

Sec.  
5.2 Compensation

§ **5.1 Attendance.** No employee will be required to attend in-service courses held beyond the regular workday.

§ **5.2 Compensation.** Compensation for attendance at in-service courses shall be in accordance with the provisions of section 4.8 of article four of this agreement.

## ARTICLE 6 - CONFERENCES AND WORKSHOPS

Sec.  
6.1 Attendance

Sec.  
6.2 Expenses

§ **6.1 Attendance.** All employees will be entitled to attend workshops, conferences or institutes related to their field in an amount not to exceed a cumulative total for all employees of up to twenty days per year. Attendance will not be charged to any accumulated leave.

§ **6.2 Expenses.** The District will pay for approved expenses for attendance.

## ARTICLE 7 - EMPLOYEE ATTENDANCE

Sec.		Sec.	
7.1	Attendance	7.4	Absence procedure
7.2	Absence for personal business	7.5	Family and Medical Leave Act
7.3	Medical certification	7.6	Incentive for Attendance

**§ 7.1 Attendance – Employees are expected to be at work.** If an employee is unable to be at work because of personal illness, family illness, bereavement or religious observance, the employee will be paid for his absence for up to one hundred workdays for each employee in each school year.

**§ 7.2 Absence for personal business.** Employees are given three days per school year for personal business. Personal business is defined as business of a personal nature that cannot be conveniently transacted at any other time. Personal business leave may not be taken for social purposes, recreation, shopping, or to work for another organization. Absence for personal business may not be used for extending a holiday or vacation. In extenuating circumstances, and with the approval of the Superintendent or his designee, employees may be given additional personal days. If granted, said days may be deducted from those days listed above in Article 7.1.

**§ 7.3 Medical certification.** The Superintendent may require an employee to provide medical certification for absences for personal illness of three or more consecutive workdays.

**§ 7.4 Absence procedure.** An employee who is to be absent from work must call the registry and report the reason for the absence.

**§ 7.5 Family and Medical Leave Act.** Nothing contained in any provision of this agreement shall be construed to limit the rights of employees to be absent from work without pay as provided in the terms of The Family and Medical Leave Act. Employees taking a leave under the Act are responsible for paying their portion of the insurance premium while on the twelve (12) week leave.

**§ 7.6 Incentive for Attendance.** Effective February 1, 2006, employees shall receive a stipend when they are not absent from work or limit their absences from work. This stipend shall be paid quarterly based upon the following scale:

- a. One hundred fifty dollars (\$150.00) when the employee has used no sick leave, personal leave, emergency leave or time off without pay during the quarter.
- b. One hundred dollars (\$100.00) when the employee has used one-half (1/2) day total of either sick leave or personal leave or emergency leave or time off without pay during the quarter.
- c. Seventy five dollars (\$75.00) when the employee has used one (1) day total of any combination of sick leave or personal leave or emergency leave or time off without pay during the quarter.

time off for jury duty, funeral leave or Association leave. Said stipend shall be paid in a separate check at the end of each ten (10) weeks, less mandatory deductions.

In extenuating circumstances, when an employee loses time through no fault of his/her own, that employee may request a review and waiver of that time as it applied to this incentive. The review will be performed by the Director of Human Resources. If, after review the employee is not satisfied with the response, he/she may appeal to a panel consisting of the Director of Human Resources or designee, the Union president or designee and one (1) member chosen by the parties. In the event of a disagreement over this third member, the

Superintendent shall be the third person. The decision of the panel is final and not subject to grievance provisions of the Agreement.

The above stipend shall be pro-rated for those employed in part-time positions. Such pro-ration will be based upon the percent of time the employed is contracted to work.



Sec.

8.1 Procedure

§ **8.1 Procedure.** An employee shall have the right to apply for a temporary leave of absence by submitting a written request for such leave to the Superintendent whose decision shall be final.

**ARTICLE 9 - CHILD CARE LEAVE**

Sec.

9.1 Duration and grant of leave

9.3 Health Ins. During a Child Care Leave

Sec.

9.2 Extension of leave

§ **9.1 Duration and grant of leave.** An employee may request a leave of absence of up to one year for child bearing and/or child rearing. The request shall be granted.

§ **9.2 Extension of leave.** An employee may request an extension of leave for up to one additional year. The request shall be granted. A request for an extension of leave must be submitted not less than sixty days before the expiration of the original leave.

§ **9.3 Health Insurance During a Child Care Leave.** An employee is responsible for paying the full health insurance premium after their twelve (12) weeks of Family Medical Leave Act eligibility and any sick leave is exhausted.

**ARTICLE 10 - HEALTH INSURANCE**

Sec.		Sec.	
10.1	Health Care Plan	10.6	Plan Administrative Documents
10.2	Health Care Plan Contribution	10.7	Retiree participation
10.3	Participation	10.8	Participation while on unpaid leave
10.4	Employee Notification	10.9	Health Insurance Opt-Out
10.5	Part-time employee participation		

**§ 10.1 Health Care Plan.** Effective January 1, 2006, unit members shall be enrolled in the District's Health Care Plan with the following co-payments:

Office visits - \$10  
 Adult Physicals - \$10  
 Outpatient surgery - \$10  
 Emergency Room - \$25 unless admitted within 24 hours\*  
 Chiropractic - \$10

Three-tiered drug co-payment of \$0, \$10 and \$15

\* If an Employee visits the emergency room under extraordinary circumstances and is not admitted as above, he/she may appeal the co-payment for the emergency room to the Director of Human Resources and if not satisfied with that determination to the District Health Care Committee.

**§ 10.2 Health Care Plan Contribution.** Employee contributions shall be as follows:

2005-06 – 10% contribution of either the Single or Family Plan; capped at \$500 for a single or \$1000 at a family level

2006-07 – 10% contribution of either the Single or Family Plans – capped at 550 for a single or \$1100 at a family level

2007-08 – 10% contribution of either the Single or Family Plan – capped at 575 for a single or \$1250 for a family level

**§ 10.3 Participation.** All full-time employees shall be eligible to participate in the Plan on either an individual or family basis.

**§ 10.4 Employee Notification.** The District will notify health care plan participants concurrent with the issuance of the second payroll check of the dollar amount to be deducted for the individual and family health care premium equivalents.

**§ 10.5 Part-time employee participation.** A part-time employee may purchase coverage under the Plan on an entirely elective basis. The employee will pay the entire cost of the premium equivalent for the selected coverage.

**§ 10.6 Plan Administrative Documents.** The Plan and Administrative Manual for the Plan shall be the District's Plan Summary and Plan Description document as amended and is incorporated by reference.

**§ 10.7 Retiree participation.**

(a) Participation

1. Effective July 1, 2005, employees who have at least fifteen (15) years of District service, who retire into the retirement system and notify the District no less than six (6) months before their effective date of retirement shall continue to have the District health insurance until Medicare eligible. Those members who elect to continue their health insurance in retirement shall pay the same premiums as the active members pay.
2. Those Employees retiring after 7/1/05 shall have their District health insurance premiums paid until Medicare eligible in accordance with the following schedule:
  - 5 or more hours – rate of active employees
  - Less than 5 hours – double the rate of active employees
3. If the employee taking the health insurance as a family plan predeceases his/her spouse then the spouse is eligible to continue the health insurance plan as an individual at the same rate as the active employees of the unit pay for the same benefit.
4. Upon retirement from the district, any remaining sick days from the school year in which the Unit member retires shall be calculated as follows Twenty five (\$25.00) Dollars times the number of unused days up to 100 days. This amount shall be placed in a 105(h) plan for the Unit member to be used for reimbursement of insurance contributions into retirement or any out of pocket medical dental or vision care expenses.

(b) Hours worked shall be computed by averaging an employee's five highest years of employment with the District. For the purpose of computing hours worked, years of service do not have to be consecutive, but the computation shall not include overtime hours.

(d) The health care coverage plan shall be the same as the plan provided active employees until a participant becomes Medicare eligible, at which time the plan provided shall be the Medicare supplement, including prescription drug coverage.

**§ 10.8 Participation while on unpaid leave.** Except as otherwise required by the provisions of The Family and Medical Leave Act, the District shall not make payments to the Plan for an employee who is on unpaid leave of absence. An employee on an unpaid leave of absence may

participate in the Plan by paying the full cost of the premium equivalent for the selected coverage.

**§ 10.9 Health Insurance Opt-Out**

Employees who have access to health insurance coverage other than through the District shall be eligible to refuse health insurance coverage from the District and will receive one thousand eight-hundred dollars (\$1,800.00) per contract year.

Employees electing to refuse such coverage shall notify the employer prior to June 1<sup>st</sup> of each year. New employees shall notify the employer within thirty (30) days of employment as their election of health insurance coverage or the sell-back.

Employees who opt-out of the health insurance plan shall provide to the employer, proof of other coverage. Such proof shall be provided by the employee to the employer, upon request by the employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's health insurance plan on the first day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date. Should an employee lose such other coverage for any reason, the employee shall notify the employer of such loss of coverage and shall be reinstated in the District's health insurance plan. In such case, the buy-out shall be pro-rated based upon the date they are reinstated.

**ARTICLE 11 - FLEXIBLE BENEFIT PLAN**

Sec.  
11.1 Plan created

Sec.  
11.3 Participation

11.2 Administration of plan

11.4 Plan document

§ **11.1 Plan created.** An Internal Revenue Code section one hundred twenty-five flexible benefit plan is hereby created.

§ **11.2 Administration of plan.** Payments under the plan shall be made by a third-party administrator selected by the District and the Association. The District shall pay the costs for the administration of the plan.

§ **11.3 Participation.** An employee may elect a voluntary salary reduction for contributions to the plan.

§ **11.4 Plan document.** The plan document is incorporated by reference.

**ARTICLE 12 - DENTAL AND OPTICAL REIMBURSEMENT/VISION PLAN**

Sec.

12.1 Dental Plan

12.2 Vision Plan

12.1 Each full-time employee shall be enrolled in the District's self-funded dental plan.

12.2 All employees shall be enrolled in the NYSUT Premier Platinum Vision Plan.

**ARTICLE 13 - PERSONNEL FILES**

Sec.

13.1 Official file

Sec.

13.3 Right to respond

13.2 Right to review

13.4 Contents of file

§ **13.1 Official file.** There shall be one official personnel file that shall be maintained in the District's central office. An employee may attach a written response to any materials contained in his personnel file.

§ **13.2 Right to review.** An employee shall have the right to review his personnel file upon request. The right to review shall not, however, include any pre-hire materials or letters of reference pertaining to a change of position or a change of employment.

§ **13.3 Right to respond.**

(a) An employee may attach a written response to any materials contained in his personnel file.

(b) An employee shall be afforded one opportunity to affix his signature to any derogatory materials that are to be placed in his personnel file. An employee's signature signifies only that he has examined the material and does not necessarily indicate agreement.

§ **13.4 Contents of file.** No anonymous material shall be placed in an employee's personnel file.

**ARTICLE 14 - WORKING CONDITIONS**

Sec.  
14.1 Workyear

Sec.  
14.5 Lunch period

14.2	Workday	14.6	Travel time
14.3	Extended workday or workyear	14.7	Substitutes
14.4	Breaks		

§ **14.1 Workyear.** The regular workyear for employees shall begin one day before the first day that students are required to report at the opening of the school year and shall end on the last day of Regents week.

§ **14.2 Workday.**

- (a) At the beginning of the school year, all employees shall be assigned an appropriate starting and dismissal time that shall remain in effect for the duration of the school year.
- (b) Workdays are those days that District students are required to be in attendance in any school.

§ **14.3 Extended workday or workyear.**

- (a) No employee shall be required to work an extended workday or workyear.
- (b) Work performed as an extension of the workday or the workyear shall be compensated at not less than an employee's regular hourly rate, provided, however, that hours in excess of seven per day will be paid at time and one half.
- (c) If an employee is requested to work in excess of the regular workyear, such request shall be submitted in writing to the employee not less than one week before the beginning of the extended period of work. If the employee does not receive at least one week's notice, he shall be paid time and one half for the excess work.

§ **14.4 Breaks.**

- (a) Employees who work four or more consecutive hours per day shall be entitled to a daily fifteen-minute nonworking break. The term *consecutive hours* means the total number of hours that an employee is assigned to work daily, even though said hours may be interrupted by a lunch period. Notwithstanding the foregoing, if an employee works four hours and said hours are interrupted by a lunch period, then the employee shall not be entitled to a break.

- (b) The scheduling of break time shall be the responsibility of an employee's immediate supervisor, provided, however, such break time shall not be scheduled immediately adjacent to an employee's lunch period unless the employee so requests.
- (c) No employee shall be required to use break time for travel that may be required by his

assignment.

**§ 14.5 Lunch period.** Employees assigned to work in excess of five hours daily shall have a thirty-minute, duty-free, unpaid lunch period each day. The duty-free lunch period shall be exclusive of any required travel time.

**§ 14.6 Travel time.** No employee shall be required to travel between buildings during any part of his regularly scheduled lunch period or break time.

**§ 14.7 Substitutes.** The District will employ substitutes to cover the assignments of absent employees when the building administrator so requests. No employee shall be required to acquire his own substitute.

## **ARTICLE 15 – EVALUATION**

Based upon the changes in teaching assistant certification and regulations regarding Annual Professional Performance Reviews, the parties agree to form a joint committee to establish a more stringent evaluation procedure and a Teaching Assistant Improvement Plan format. It is the parties' expectation that the plan be completed by September 1, 2006.



Sec.	
15.1	Procedure
15.2	Right to respond

Sec.	
15.3	Evaluation form

**§ 15.1 Procedure.**

- (a) An employee's performance shall be evaluated in writing by his building administrator in consultation with the employee's immediate supervisor. The evaluation shall be reviewed with the employee at a scheduled conference. At the completion of the conference, the evaluation form shall be initialed by both the administrator and the employee. The administrator shall assist the employee to correct instances of unsatisfactory performance before a succeeding evaluation takes place.
- (b) Written evaluations for all employees, other than probationary teaching assistants, shall be forwarded to the Superintendent by the administrator before April first of each year.
- (c) Teaching Assistants shall be evaluated at least once each semester during their three-year probationary period. Evaluations shall be forwarded to the Superintendent by the administrator not later than December first for the first semester nor later than April first for the second semester.
- (d) An employee shall be furnished with a complete copy of the evaluation report for his own records.

**§ 15.2 Right to respond.** An employee shall have the right to make a written response to his evaluation and to have the response attached to the copy of the evaluation in his personnel file.

**§ 15.3 Evaluation form.** Copies of the evaluation form for each employee job classification will be available in each building office.

**ARTICLE 16 - VACANCIES**

Sec.	
16.1	Vacancy defined
16.2	Posting

Sec.	
16.3	Applications
16.4	Employee priority

**§ 16.1 Vacancy defined.** The term vacancy means an opening in any existing position for

which written notice has been received, any newly created position in the bargaining unit or when a leave without pay is to be vacant for six (6) calendar months or more.

**§ 16.2 Posting.**

- (a) Vacancies shall be posted at least five (5) business days before the final date on which application must be submitted. As vacancies occur, the Office of Human Resources shall post, on all faculty boards in all school buildings, a list of the vacancies. Employees who work in the non-public school will be sent a direct mailing of all known vacancies. **The president of the Association will be notified of all vacancies as they occur.**
- (b) The posting will set forth criteria. If additional information is needed regarding job descriptions, qualifications and salaries for vacant positions, it shall be made available to employees upon request to the Office of Human Resources.
- (c) Summer Vacancies – Employees will indicate on their Return to Work Form (completed annually in June) their desire to be notified of vacancies occurring during July and August.

Those employees indicating interest will be notified of vacancies through e-mail postings and/or the United States Postal Service.

**§ 16.3 Applications.** An employee who desires to apply for a vacancy shall submit his application in writing to the Office of Human Resources.

**§ 16.4 Employee priority.** Qualified current employees will be given priority when vacancies occur within the District. In special situations, the District may retain an employee in his position because of his work experience for a period not to exceed forty-five calendar days. At the expiration of the period, the employee will be transferred to the new assignment.

**ARTICLE 17 - TRANSFERS**

Sec.		Sec.	
17.1	Voluntary transfer	17.3	Notice of hiring
17.2	Involuntary transfer	17.4	Displaced employees

**§ 17.1 Voluntary transfer.**

- (a) If two (2) or more employees apply for the same vacancy, an interview will be conducted with each employee to assess his/her success in meeting the criteria as established under the provisions of Section 16.2.
- (b) If two (2) or more employees equally meet the criteria, the employee with the greatest seniority will receive the transfer.
- (c) If an employee's request for transfer is not granted, the employee may meet and confer with his immediate supervisor to discuss the reason for the denial of his transfer request.

**§ 17.2 Involuntary transfer.**

- (a) It is recognized that some involuntary transfers of employees from one building to another or reassignments within a building may be unavoidable, but such transfers should be held to a minimum. Notice of an involuntary transfer shall be given to an employee as soon as practicable.
- (b) Prior to effecting an involuntary transfer, a notice advertising the vacancy will be posted in each building in an effort to secure qualified volunteers. Qualified volunteers will be considered first.

**§ 17.3 Notice of hiring.** As soon as possible, but not later than the end of each month, the Superintendent shall deliver to the Association information depicting employment changes within the unit membership.

**§ 17.4 Displaced employees.** As used in this section, the term *school closing* means the actual closing of a building and the term *redistricting* means the redistribution of pupil population.

- (a) The District will endeavor to adhere to the following procedure which governs the placement of an employee who is displaced because of a school closing:
  - (i) The District will provide a listing of known unit vacancies to the Association president by June first of the year in which a school will be closed. The list will also be posted in each building.
  - (ii) The District will forward an assignment preference sheet (Appendix D) to employees who will be displaced because of a school closing. The assignment preference sheet will be distributed at the time of the posting of the list described in subdivision (i) of paragraph (a) of this section. The assignment preference sheet shall be returned to the District office within five business days.
- (b) The District will endeavor to adhere to the following procedure which governs the placement of an employee who is displaced because of redistricting:
  - (i) The District will provide a listing of known unit vacancies to the Association president by May fifteenth of the year in which redistricting will occur. The list will also be posted in each building.
  - (ii) The District will forward an assignment preference sheet (Appendix D) to

employees in the school whose student population will be distributed. The assignment preference sheet will be distributed at the time of the posting of the list described in subdivision (i) of paragraph (a) of this section. The assignment preference sheet shall be returned to the District office within five business days.

- (c) If an involuntary transfer must be made, it will be determined by an employee's work experience.
- (d) The District will make every reasonable effort to assign displaced employees according to their preference and to make known their assignments by the end of the school year providing that the employees are not on lay-off status.

**ARTICLE 18 - SENIORITY, LAYOFF AND BUMPING RIGHTS**

Sec.		Sec.	
18.1	Seniority defined	18.6	Layoff
18.2	Application of seniority	18.7	Bumping rights and preferred eligible list
18.3	Seniority lists	18.8	Recall rights
18.4	Placement on lists		
18.5	Full-time and part-time employees		

**§ 18.1 Seniority defined.** The term seniority means the length of continuous service to the District in a specific job title within the unit.

**§ 18.2 Application of seniority.** Seniority will control in matters of layoff and recall.

**§ 18.3 Seniority lists.** The following separate job classifications are established for purposes of seniority lists: (a) Teaching assistants; (b) Teacher aides; and (c) Nurse aides.

**§ 18.4 Placement on lists.**

- (a) An employee will be placed on the appropriate seniority list in accordance with his years of service. An employee's date of hire usually controls his placement on the list.
- (b) Time spent on a leave without pay shall be deducted from an employee's total years of service and such deduction may result in an employee with an earlier date of hire having less seniority than an employee with a later date of hire.
- (c) The date which the District notified an employee of his effective starting date will be the employee's date of hire. If two or more employees have the same date of hire, their placement on the seniority list will be in accordance with their total service in the District. For example, if an employee were hired on September 1, 1985 as a teaching assistant and has no prior service in the District and another employee were hired on the same date as a teaching assistant with two years' prior service, then the latter employee will be senior to the former employee.

**§ 18.5 Full-time and part-time employees.**

- (a) For employees hired before May 1986, a year of part-time service equals a year of full-time service and said employee is considered a full-time employee for computing total years of service. The benefit set forth in this paragraph of this section remains in effect even if an employee transfers from one job classification to another.
- (b) For employees hired after May 1986, time served in the District shall be prorated in computing total years of service. For example, two years' employment at two and one-half hours per day in a position equals one year of service.

- (c) When the District reduces positions, part-time employees hired after May 1986 shall be laid off before any full-time employee is laid off within his job classification. If reductions affect employees hired before May 1986, employees shall be laid off in reverse order of seniority within their job classification.

**§ 18.6 Layoff.** For the purpose of reducing positions and subsequent layoff, the following procedure will prevail:

- (a) All temporary employees will be laid off before part-time employees are laid off.
- (b) Part-time employees hired after May 1986 will next be laid off in reverse order of seniority.
- (c) After all part-time employees have been laid off, full-time employees will be reduced in reverse order of seniority.

**§ 18.7 Bumping rights and preferred eligible list.**

- (a) If an employee hired before May 1986 has prior service in another job classification, he may bump the next least senior employee in that job classification.
- (b) If an employee who has been bumped under the provisions of paragraph (a) of this section is not the least senior, he may bump the next least senior person. Bumping may continue until the least senior employee in the job classification has been laid off.
- (c) Laid-off employees shall have their names placed on a preferred eligible list in the job classification from which they were laid off and shall be credited with their total years of

service in the District. An employee's name shall remain on the preferred eligible list for seven years or until such time that he refuses an offer to return to the same or a similar position from which he was laid off. The term *same or similar position* means the same hours and the same pay. The first refusal shall result in the employee's name being removed from the preferred eligible list.

- (d) If a laid-off employee has no prior service in another job classification, he will have no bumping rights and his name will be placed on the preferred eligible list in the job classification from which he was laid off in the manner described in paragraph (c) of this section.
- (e) Part-time employees hired after May 1986 will be credited with time served in the District, prorated for the purposes of seniority. Such employees will have bumping and preferred eligible list rights as described in paragraphs (a), (b), (c) and (d) of this section.

**§ 18.8 Recall rights.** The District must offer an open position to an employee on the preferred eligible list in reverse order of seniority.

**ARTICLE 19 - GRIEVANCE PROCEDURES**

Sec.		Sec.	
19.1	Grievance defined	19.4	Stage one - Immediate supervisor
19.2	General provisions	19.5	Stage two - Superintendent
19.3	Time limits	19.6	Stage three - Arbitration

**§ 19.1 Grievance defined.** A *grievance* means any claimed violation, inequitable application or misinterpretation of this agreement.

**§ 19.2 General provisions.**

- (a) All grievances shall include the name and position of the aggrieved party, the identity of the provisions of law, this agreement, policies, etc., involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- (b) Except for informal decisions at stage one (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and the Association.
- (c) The Superintendent and the Association will make available related material and relevant documents, communications and records concerning a grievance to the aggrieved parties, excepting confidential personal appraisals and/or recommendations.
- (d) An aggrieved party and any party-in interest shall have the right at all stages of the grievance procedure to confront all witnesses called to testify against him and to call witnesses on his own behalf, and, if an official transcript is kept of the proceedings, to be furnished with a copy of said transcript at each and every stage of the grievance procedure.
- (e) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association. The Superintendent shall have said forms duplicated and distributed so as to facilitate operation of the grievance procedure.
- (f) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- (g) The Superintendent shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, as the case may be, written arguments and briefs considered at all levels other than stage one (a) and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings at stages two and three. A copy of the official minutes will be made available to the aggrieved party and the Association within ten days after the conclusion of hearings at stages two and three. The Association or the aggrieved party shall advise the appropriate hearing officer of any errors in the official minutes. Any claim of error in the official minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance records shall be available for inspection and/or copying by the aggrieved party and the Association, but it shall not be deemed a



public record.

**§ 19.3 Time limits.**

- (a) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- (b) No written grievance will be entertained as described below and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within thirty days of the act or condition on which the grievance is based, unless it occurs within fifteen days after the opening of school.
- (c) If a decision at one 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 agreement shall be barred.
- (d) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association 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 by the final day.

**§ 19.4 Stage one - Immediate supervisor.**

- (a) An employee having a grievance will present it to his immediate supervisor alone or, at the employee's option, in the company of a representative of the Association, with the objective of resolving the matter informally.
- (b) If the grievance is not resolved informally, the aggrieved party shall have the responsibility of reducing the grievance to writing and presenting it to his immediate supervisor, or if the grievance involves more than one building, to the appropriate supervisor. Within five school days after the written grievance is presented to him, the supervisor shall render a decision thereon in writing and present it to the aggrieved party.

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**§ 19.5 Stage two - Superintendent.**

- (a) If the aggrieved party is not satisfied with the written decision at the conclusion of stage one and he wishes to proceed further under this grievance procedure, he shall, within five school days, present the grievance to the Association for its consideration.
- (b) If the Association determines that the aggrieved party has a meritorious grievance, it will file a written appeal of the decision at stage one with the Superintendent within ten school days after the aggrieved party has received the written decision. Copies of the written decision at stage one shall be submitted with the appeal.
- (c) Within ten school days after receipt of the appeal, the Superintendent or his duly authorized representative shall hold a hearing with the aggrieved party and the

Association or its representative and all other parties-in-interest.

- (d) The Superintendent shall render a decision in writing to the aggrieved party, the Association and its representative within five school days after the conclusion of the hearing.

**§ 19.6 Stage three - Arbitration.**

- (a) If, after receipt of the stage-two decision, the aggrieved party and/or the Association are not satisfied, the Association may submit the grievance to arbitration by written notice to the Board within fifteen school days of the stage-two decision.
- (b) Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this agreement and processed as described in this article shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The decision of the arbitrator shall be final and binding on both parties.

**ARTICLE 20 - DISCIPLINE AND DISMISSAL**

Sec.  
20.1 Probationary employees

Sec.  
20.2 Permanent and tenured

**§ 20.1 Probationary employees.**

- (a) A probationary teacher aide or nurse aide who is to be dismissed shall receive written reasons for dismissal at least thirty days before the date of the Board meeting at which the dismissal shall be acted upon. Within ten days of receipt of the reasons, the aide may make a written request for a hearing before a committee of the Board. The hearing shall be scheduled within ten days of receipt of the request. Within five days after the hearing, the Board shall make a determination based upon the information submitted at the hearing and the determination shall be transmitted in writing to the aide.

- (b) Probationary teaching assistants shall be dismissed in accordance with the applicable provisions of the Education Law.

**§ 20.2 Permanent and tenured employees.** For the purposes of this section, the term *eligible employee* means a permanent teacher aide, a permanent nurse aide, or a tenured teaching assistant.

(a) The Association and the District agree to provide options to the procedures and the rights afforded permanent nurse aides and teacher aides under sections 75 and 76 of New York Civil Service Law and the procedures and rights afforded tenured teaching assistants under Article 61, specifically sections 3012 and 3020-a for the New York State Education Law, and agree to an alternative discipline and dismissal procedure of just cause as provided herein. Any waiver of Sections 75 and 76 of the New York Civil Service Law or Article 61, specifically sections 3012 and 3020-a must be in writing and specifically waive these rights.

- (b) No eligible employee shall be disciplined or dismissed without just cause.

- (c) For the purposes of this article, the term *discipline* means a reprimand, fine or suspension. The term *dismissal* means termination of services. Counseling memorandums or documentation of incidents shall not constitute discipline and shall not be governed by the procedures of article fifteen of this agreement. Eligible employees shall have an opportunity, however, to respond to any counseling memorandum or documentation of incident in writing and have the response attached. Documents shall not, however, be considered discipline for purposes of this article. For a document to be considered disciplinary, it must be labeled as reprimand or identified as other disciplinary measure in writing.
  - (d) Prior to any discipline, an eligible employee shall be given reasonable notice of the meeting and notice of the right to union representation.
  - (e) Prior to the imposition of any discipline involving suspension, fine or dismissal, the Superintendent or a central staff administrator appointed by the Superintendent shall meet with the eligible employee who will be given reasonable notice of the disciplinary nature of the meeting and his right to union representation. If the eligible employee wishes to waive the right to union representation, the waiver shall be in writing. The eligible employee shall be provided with written notice of the reason of discipline and the proposed penalty. The Superintendent or the designee shall allow the eligible employee an opportunity to respond to the reason for discipline and the appropriateness of the penalty before a decision is made imposing the discipline or dismissal.
  - (f) Should discipline involving suspension, fine or dismissal be imposed by the District, the eligible employee shall have the right to grieve the matter in accordance with the expedited arbitration proceeding herein. The District and the Association agree to James Markowitz as the permanent arbitrator for discipline and discharge just cause arbitration. James Markowitz has agreed to make a commitment to schedule arbitration hearings in an expeditious manner. The parties agree that every effort will be made to hold the arbitration hearing within thirty days of the filing of a grievance. Discipline involving reprimand shall follow the procedures set forth herein except that the procedure need not be expedited.
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- (g) Discipline involving a suspension without pay, fine or dismissal shall be imposed only by the Superintendent or his designee, in which case the grievance constitutes the demand for arbitration.
  - (h) Should the District or the arbitrator be unable or be unprepared to proceed to arbitration on the scheduled date, then the eligible employee, if suspended without pay or terminated, will be returned to the payroll pending the outcome of the hearing or until such time as the eligible employee's representative is unable or unprepared to proceed to arbitration, at which time the suspension or termination will be reinstated.
  - (i) Should Arbitrator James Markowitz be unable to schedule a hearing within the agreed thirty-day period or a time period mutually acceptable to the parties, the District and the Association will meet immediately to agree on a new or substitute arbitrator. If agreement is not reached within three days, the Association may file a demand to

arbitrate with the American Arbitration Association.

- (j) Should Arbitrator James Markowitz resign or become disabled, the parties shall meet to agree on one or more permanent arbitrators. Should the parties fail to reach agreement, the Association may file the grievance or a demand to arbitrate with the American Arbitration Association.
- (k) If post hearing briefs are required or requested by the arbitrator or by either party, said briefs are to be received by the arbitrator within ten days of the conclusion of the hearing.
- (l) The arbitrator shall have ten working days to render his award. Should the District fail to file its brief in accordance with the requirements of paragraph (k) of this section or the arbitrator fail to render his award in accordance with the provisions of this section, the unit member shall be restored to the payroll pending the outcome of the hearing, provided, however, that the Association representative has filed his brief in a timely manner.
- (m) Just cause arbitration hearings shall be held after the eligible employee's regular workday.

## **ARTICLE 21 - RIGHT TO REPRESENTATION**

Sec.

21.1 Representation ensured

**§ 21.1 Representation ensured.** An employee shall have the right to appear with representative of the Association when consulting for any reason relating to the terms of this agreement, discipline or discharge.

**ARTICLE 22 - ASSOCIATION RIGHTS**

Sec.

22.1 Use of building facilities

22.2 Association leave days

Sec.

22.3 Attendance at proceedings

22.4 Discrimination prohibited

**§ 22.1 Use of facilities.** The Association shall have the right to use the facilities and communications systems of the District, including, but not limited to, bulletin boards, faculty mail boxes, interschool mail delivery and public address systems. The District shall not grant the right hereinbefore described to any competing employee organization.

**§ 22.2 Association leave days.** The Association shall be granted ten (10) days of paid leave per year to attend meetings of the New York State United Teachers and the New York State Teachers' Retirement System. Association leave days shall not be deducted from an employee's

accumulated sick leave or personal leave. Five (5) additional days per year can be used, with the permission of the member's immediate supervisor, to meet with members in other buildings throughout the District.

**§ 22.3 Attendance at proceedings.** If the Board, the Superintendent or a judicial board requires an employee's presence for negotiations or grievance proceedings, the employee shall not lose pay for such required attendance.

**§ 22.4 Discrimination prohibited.** The District shall not discriminate against any employee for the purpose of encouraging or discouraging in or participation in the activities of any employee organization.

**ARTICLE 23 - GENERAL PROVISIONS**

Sec.		Sec.	
23.1	Supersession	22.3	Supremacy of agreement
23.2	Inclusiveness of agreement	23.4	Severability

**§ 23.1 Supersession.** This agreement shall supersede any rules, regulations or practices of the District that shall be contrary to or inconsistent with its terms.

**§ 23.2 Inclusiveness of agreement.**

- (a) This agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the agreement.
- (b) The parties agree that all negotiable items have been discussed during negotiations

leading to this agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

**§ 23.3 Supremacy of agreement.** Any individual agreement or contract between the District and an individual member of the bargaining unit heretofore executed shall be subject to and consistent with the terms of this or subsequent agreements executed by the parties. If an agreement or contract contains any language inconsistent with this agreement, this agreement shall be controlling during its term.

**§ 23.4 Severability.** If any provision of this agreement or any application of the agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 24 - LEGISLATIVE APPROVAL**

Sec.

24.1 Section 204-a of the Public Employees' Fair Employment Act

### **§ 24.1 Section 204-a of the Public Employees' Fair Employment Act.**

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



**ARTICLE 25 - DURATION**

Sec.

25.1 Term of agreement

**§ 25.1 Term of agreement.** This agreement shall take effect July 1, 2005 and shall expire June 30, 2008.

Signed this \_\_\_\_ day of \_\_\_\_\_

Horseheads Central School District

Horseheads School Services Association

**APPENDIX A**

**SECTION 80.33 (A) AND (B) OF THE COMMISSIONER'S REGULATIONS**

CHAPTER II

COMMISSIONER'S REGULATIONS

80.33 Supplementary school personnel.

(A) *Teacher aide*

(1) A teacher aide may be assigned by the Board of Education to assist teachers in such nonteaching duties as:

- (i) managing records, materials and equipment;
- (ii) attending to the physical needs of children; and
- (iii) supervising students and performing such other services as support

teaching duties when such services are determined and supervised by teachers.

(B) *Teaching Assistant*

- (1) Description. A teaching assistant is appointed by a Board of Education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.
- (2) Duties. Teaching Assistants assist teachers by performing duties such as:
  - (i) working with individual pupils or groups of pupils on special instructional projects;
  - (ii) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
  - (iii) assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
  - (iv) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects; and
  - (v) assisting in related instructional work as required.

**APPENDIX B**

**TEACHER AIDE AND TEACHING ASSISTANT CLASSIFICATIONS**

1. The following positions are classified as teacher aides:
  - 1.1 Nurse Aides
  - 1.2 Study Hall Aides
  - 1.3 Hall Aides
  - 1.4 Cafeteria Aides
  - 1.5 Teacher Aides
  - 1.6 In-School Suspension Aides
  - 1.7 Guidance Aides

An employee classified as a teacher aide will be assigned duties that are in compliance with section 80.33 (a) of the Commissioner's Regulations.

2. The following positions are classified as teaching assistants, effective September 1, 1985 and as amended July 1, 1990:

- 2.1 Resource Room
- 2.2 Gateways
- 2.3 Math
- 2.4 Reading
- 2.5 Resource Center (e.g., Social Studies, English, Science)
- 2.6 Career Center
- 2.7 Computer Lab
- 2.8 Writing Lab
- 2.9 Library

An employee classified as a teaching assistant will be assigned duties that are in compliance with section 80.33 (b) of the Commissioner's Regulations.

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**APPENDIX C**  
**PAYROLL DUES DEDUCTION AUTHORIZATION**

Social Security Number \_\_\_\_\_  
Last Name \_\_\_\_\_ First \_\_\_\_\_  
District Name \_\_\_\_\_  
Organization \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to the said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature \_\_\_\_\_ Date

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**APPENDIX D  
ASSIGNMENT PREFERENCE SHEET**

Name of Displaced Person:

Current Assignment:

Current School:

Current Hours at Each School/Building:

First three preferences. Be specific as to grade level, hours and school.

**RETURN TO THE DISTRICT WITHIN FIVE BUSINESS DAYS**