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

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**AGREEMENT**

between the

**HAMMONDSPORT ASSOCIATION OF TEACHING ASSISTANTS**

and the

**BOARD OF EDUCATION of the  
HAMMONDSPORT CENTRAL SCHOOL DISTRICT  
Hammondsport, New York**

**RECEIVED**

DEC 21 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**July 1, 2006 through June 30, 2010  
Financial July 1, 2006 through June 30, 2010**

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## ARTICLE 1 – RECOGNITION AGREEMENT

**§ 1.1 Agreement.** This Agreement is made and entered into this first day of July, 2006 by and between the Board of Education of the Hammondspport Central School District, hereinafter referred to as the “Board,” and the Hammondspport Association of Teaching Assistants, hereinafter referred to as the “HATA.”

**§ 1.2 Philosophy.** The purpose of the HATA shall be to maintain high academic standards, foster the growth and development of each individual student, and to help each achieve his/her potential. The HATA wishes to promote better understanding and cooperation among the faculty, administration, and the Board.

**§ 1.3 Recognition.** The Board, having determined that the HATA is supported by a majority of the teaching assistants, professionally certified by the New York State Department of Education, according to the regulations of the Commissioner of Education, pursuant to Section 207 of the Education Law 80.33, and occupying positions for which such professional certification is eventually required, does recognize the HATA as the exclusive representative of the teaching assistants of such bargaining unit for the purpose of negotiations regarding wages, hours, terms and conditions of employment, settlement of grievances, and for all other lawful purposes under the laws for New York State.

### **§ 1.4 Procedure for conducting negotiations.**

(a) *Negotiating teams.* The Board, or its designated representative(s), will meet with representatives designated by the HATA for the purpose of discussion and reaching mutually satisfactory agreements.

(b) *Opening negotiations.* Either party who wishes to open negotiations for a successor agreement will notify the other party in writing. Within two (2) weeks of receipt of such request, the parties will agree upon a mutually acceptable date for the first session. At the first meeting, the parties will exchange proposals for negotiations. After the exchange of proposals, neither party introduces any new proposals without mutual consent.

(c) *Negotiation procedures.* Designated representative(s) shall meet at such mutually agreed upon places and times with representatives of the HATA for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

(d) *Exchange of information.* Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

(e) *Consultants.* The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

(f) *Reaching agreement.* When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the HATA and the Board for approval. Following approval by the majority of the HATA and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

**§ 1.5 Implementation and amendment.** This Agreement shall become effective upon its approval by a majority of the HATA and a majority of the Board. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

BOARD OF EDUCATION of the  
HAMMONDSPORT CENTRAL SCHOOL DISTRICT

By: Christopher Brown Date: 9/28/06  
Its chairperson hereunto duly authorized

By: Steve S. Helmer Date: 9/28/06  
Its president hereunto duly authorized

### ARTICLE 2 – TERMS OF CONTRACT

**§ 2.1 Terms of contract.** Whereas, the HATA and the Board have, through negotiations, arrived at certain agreed terms and conditions of employment, and desire to reduce the same to writing and to be bound thereto for the terms set down on this contract. It is agreed that this Agreement shall become effective on July 1, 2006 and shall remain in full force and effect until June 30, 2010.

**§ 2.2 Contract savings clause.** If one item in the contract is found to be illegal, the remainder of the contract is still in effect.

**§ 2.3 Complete Agreement.** This Agreement constitutes the full and complete agreement between the parties. Working conditions and this Agreement may be amended and may be put in writing, added to, deleted from, or modified only through the voluntary mutual consent of the parties.

### ARTICLE 3 – WORK YEAR

**§ 3.1 Work year.** The teaching assistant work year shall be the same as the teacher work year as specified in the calendar adopted by the Board each year. The calendar for each year is incorporated herein by reference. Bargaining unit members who work prior to September 1<sup>st</sup>, or following June 30<sup>th</sup>, shall be paid additional, prorated compensation.

**§ 3.2 Workday.** The workday for teaching assistants will be seven and one-half (7.5) hours per day.

### ARTICLE 4 – LEAVE PROVISIONS

**§ 4.1 Sick, personal, and maternity leaves.**

(a) *Sick leave.* Ten (10) school days per year absence for personal illness will be granted to bargaining unit members without loss of pay.

(b) *Personal leave.*

(1) Four (4) personal days will be allowed for all bargaining unit members each year.

(2) Any unused personal leave will accumulate as sick leave up to the maximum accumulation specified in §4.1(c).

(3) Personal leave will be granted for the purpose of conducting business of a personal nature, which cannot be conducted on other than work time. Applications will be made through the building principal forty-eight (48) hours in advance, if possible. No reason need be given for the use of the day.

(4) Personal leave may not be used to extend a holiday or vacation. A teaching assistant wishing to use personal leave on the day immediately preceding or following a holiday or vacation period will provide a reason with the request. The granting of such days will be at the discretion of the Superintendent.

(5) No more than three (3) teaching assistants may be absent for personal leave at any time. The granting of personal leave will be on a "first request, first absent" basis.

(c) *Accumulation.* The amount of sick and personal leave not used annually may be cumulative to two hundred (200) workdays. Claim for sick leave payment must be filed within two (2) days after return to duty on forms available from the building office. A physician's certificate may be requested.

(d) *Bereavement leave.* Bargaining unit members will be allowed four (4) days absence per instance on account of death in the immediate family consisting of father, mother, sister, brother, wife, husband, child, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, guardians, and other persons living in the immediate household. Two (2) additional bereavement days can be taken from sick leave for close friends. Bereavement leave may be increased at the discretion of the Superintendent.

(e) *Maternity leave.* Maternity leave without pay must be granted for a period not to exceed two (2) years. A bargaining unit member must give reasonable notice to the District, in writing, that a leave is requested. Such notice should be given as soon as pregnancy is definitely established. The bargaining unit member's return to duty within the two (2) year period will be with the approval of her doctor. Reasonable notice (at least forty-five [45] calendar days) must be given to the District prior to the return date. The bargaining unit member and her doctor will determine the length of time the bargaining unit member is absent from the classroom. A bargaining unit member on maternity leave and off sick leave is responsible for the payment of monthly health insurance premiums on or before the first of each month.

**§ 4.2 Leave of absence.** The District grants leaves of absence in compliance with the Family and Medical Leave Act of 1993 and applicable New York State law. All teaching assistants are eligible for one (1) year of leave. The following is the District policy for such leave.

(a) Birth, adoption or placement in foster care of a child, and in order to care for the child. Leave for this reason must be taken before the end of the first twelve (12) months following the date of the birth or placement, and may not be taken intermittently.

(b) In order to care for a spouse, son, daughter, or parent if he/she has a serious health condition.

(c) Because of a serious health condition that makes the teaching assistant unable to perform the functions of his/her job.

**§ 4.3 Visitation.** One (1) day per year a bargaining unit member may be granted for visitation to another school. Request should be made well in advance so that arrangements can be made to cover the duties of the bargaining unit member. The Superintendent may request a written report.

**§ 4.4 Conference leave.** Conferences are recognized as a necessary and integral part of the professional career of the bargaining unit member. All conference leaves must be with administrative approval and may be granted at the discretion of the District. The District will pay all prior approved conference expenses.

**§ 4.5 Other absences.** All other absences will result in pay deductions computed at 1/200<sup>th</sup> of the annual salary.

**§ 4.6 Sick leave bank.**

(a) A sick leave bank shall be established at a maximum of one hundred ninety (190) days per school year. The HATA bargaining unit members wishing to be sick leave bank members shall donate a minimum of one (1) day or a maximum of five (5) days from their accumulated sick leave days to establish the beginning year sick leave bank. In subsequent years the number of days to be donated by each sick leave bank member will be determined by the HATA sick leave bank committee members based on the number of days each sick leave bank member has accumulated and longevity. The number of days in the sick leave bank shall be carried over the next year.

(b) No bargaining unit member will be entitled to apply to the sick leave bank unless:

- (1) S/he has made a contribution to the sick leave bank;
- (2) All current and accumulated sick leave days of the bargaining unit member have been exhausted.
- (3) Acceptable medical evidence is provided at appropriate intervals as requested by the committee;
- (4) For medical complications from pregnancy if certified by a physician, but not for maternity leave.

(c) All sick leave bank members desiring to borrow from the sick leave bank shall make applications to a HATA sick leave bank committee member on forms provided. Forms will be available in each of the District and building offices.

(d) A sick leave bank member who has borrowed from the sick leave bank and subsequently dies or take a disability retirement shall not be required to pay back his/her borrowed days. Each sick leave bank member who is granted days from the sick leave bank shall pay back the dates at a rate of one-half (1/2) the number of sick and personal days allowed by this Agreement per year until all days borrowed are paid back. The sick leave bank committee, by vote of the HATA, may forgive a sick leave bank member's indebtedness for extenuating circumstances.

(e) If an indebted sick leave bank member leaves the District, s/he will repay the District an amount equal to each day as paid by the District for his/her per diem salary at the time the leave was

borrowed. This payment may be deducted from the sick leave bank member's last paycheck or by cash payment. Any days pertaining to this article will be reinstated in the sick leave bank at the time of payment unless the indebtedness has been forgiven.

(f) A committee to be comprised of the Superintendent and two (2) HATA bargaining unit members, to be elected by the HATA, shall supervise the sick leave bank. Each application for borrowing from the sick leave bank shall be considered, and the sick leave bank committee shall decide approval or disapproval.

(g) No applications for borrowing from the sick leave bank will be considered unless all of the criteria in §4.6(b) have been met.

**§ 4.7 Jury duty.** During the school year, any teaching assistant serving on jury duty will assign their jury duty pay, if any, to the District while continuing to receive their normal pay. Leave without loss of pay for jury duty will be extended to include teaching assistants who are subpoenaed as witnesses.

**§ 4.8 Educational leave.** Each teaching assistant shall be eligible for unpaid leave of absence for the purpose of furthering his/her education. A written request for such leave must be given to the Superintendent at least three (3) months prior to the start of the leave. The leave shall not exceed one (1) year in length. Approval for the leave shall be at the discretion of the Board of Education.

## **ARTICLE 5 – SALARY AND RELATED BENEFITS**

**§ 5.1 Salary payments.** The pay dates shall be the same as other teaching staff.

**§ 5.2 Salary notification.** Where possible, the administration will provide bargaining unit members with written assignment, salary notice, and accrued leave in the same manner and at the same time as other teaching staff members.

(a) A bargaining unit member who is assigned to a part-time position shall be paid on a prorated basis. A part-time assignment shall be one that is less than a normal workday and/or workweek.

(b) The District shall only hire teaching assistants who are either certified or who meet the requirements for certification.

**§ 5.3 Salary schedules and additional compensation.** The salary schedules for 2006-2007, 2007-2008, 2008-2009 and 2009-2010 are contained herein in Appendix A.

(a) Each bargaining unit member will be placed on step on the appropriate schedule and will advance one (1) step each year. Both parties are in agreement that there are no step increments beyond those contained within the Agreement.

(b) Bargaining unit members will be provided with the first opportunity to fill in for a teacher who is absent for one-half (1/2) day or more. The foregoing only applies to occasional absences scheduled in advance. The building principal shall designate available assignment areas that a teaching assistant may act as a substitute. Under the foregoing conditions, teaching assistants shall receive an additional daily rate of fifty dollars (\$50) for a full day and twenty-five dollars (\$25) for a half-day of substitute work.

(1) Teaching assistants on the substitute list from the high school shall be offered substitute positions with as much advance notice as possible up to and including the morning of the available position.

(2) Teaching assistants on the substitute list from an elementary school shall be offered substitute positions with as much advance notice as possible up until the end of the school day preceding the available position.

(c) Teaching assistants shall receive a one-time five hundred dollar (\$500) payment upon completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service with the District.

**§ 5.4 Health insurance.**

(a) All bargaining unit members who work twenty (20) hours per week or earn over two thousand dollars (\$2,000) yearly are eligible to receive health insurance coverage.

(b) All bargaining unit members who elect to participate will contribute ten percent (10%); the District will pay ninety percent (90%) of the premium for either the individual or family plan for bargaining unit members.

(c) The health insurance plan shall be the Steuben Area Health Care Plan (hereinafter referred to as the "Plan").

(d) Bargaining unit members whose spouses have health insurance coverage with the Plan or equivalent coverage elsewhere must choose either (1) or (2) below:

(1) Two (2) individual plans; OR,

(2) The health insurance buyout amount shall be two thousand five hundred dollars (\$2,500) upon written proof of coverage elsewhere. Buyout is payable in two (2) installments if they have gone without coverage July 1<sup>st</sup> through June 30<sup>th</sup> of any year. Payment is to be prorated for less than a full year opt-out.

(3) No increase in insurance co-payment during the life of the contract.

(e) *Cost containment.* The Plan will include the prescription drug co-payment Option C adopted by the Plan Trustees that provides for a prescription co-payment as follows:

(1) Generic drugs: Five dollars (\$5.00).

(2) Preferred brand drugs: Fifteen dollars (\$15.00).

(3) Non-preferred brand drugs: Forty dollars (\$40.00).

**§ 5.5 New hires.**

(a) Any bargaining unit member hired may elect to receive health insurance coverage with the District paying ninety percent (90%) of the monthly premium and the bargaining unit member paying ten percent (10%) of the monthly premium for this coverage through payroll deduction.

(b) The health insurance plan shall be the Steuben-Allegany Health Care Plan (hereinafter referred to as the "Plan").

**§ 5.6 Flexible benefit plan.** Bargaining unit member may choose to participate in the District's established IRS Section 125 Flexible Benefit Spending Account. The cost of the third party administrator to administer the plan, including the monthly administrative charge, will be the responsibility of the participating bargaining unit members. The initial setup fee will be the responsibility of the District.

**§ 5.7 Part-time employees.**

(a) Part-time bargaining unit members (twenty [20] hours or more per week) will be eligible for an individual health insurance plan at ten percent (10%) cost to the bargaining unit member.

(b) Part-time bargaining unit members may choose family health insurance coverage by paying the difference between the individual premium and the family premium.

(c) The health insurance plan shall be the Steuben-Allegany Health Care Plan (hereinafter referred to as the "Plan").

**§ 5.8 Medicare payments.** Medicare payments for bargaining unit members retiring will be made from the retiree's sick day conversion pool of monies used to pay health insurance premiums.

**§ 5.9 Surviving spouse benefits.**

(a) If the retiree dies before his/her spouse, the unused dollar value will be used to pay the premiums of the surviving spouse. When the total pool of funds is exhausted, the surviving spouse may opt to pay that portion of the monthly premium necessary to maintain health insurance coverage.

(b) The spouse of a bargaining unit member who dies while in active service shall be given the benefits described for retiring bargaining unit employees.

**§ 5.10 Health insurance upon retirement.** The amount of health insurance premium necessary to maintain coverage after retirement shall be paid as follows:

(a) The District shall pay fifty percent (50%) of the premium cost of individual coverage and thirty-five percent (35%) of the cost of dependent coverage.

(b) At the time of retirement, unused sick leave will be translated into a total dollar value for each bargaining unit member by counting 1/200<sup>th</sup> of the final year's salary for each accumulated unused sick day referred to in §4.1(c).

(c) From the dollar value generated in §5.10(b), the District shall pay the bargaining unit member's portion of the premium. The total dollar value shall be reduced by this amount each year until used up or the retiree and their spouse are deceased.

(d) Should the total dollar value be used up as in §5.10(c), the retiree or the spouse may opt to pay that portion of the payments necessary to maintain the insurance coverage.

**§ 5.11 Advanced degree stipend.** Teaching assistants who attain a college degree shall receive a two hundred and fifty dollar (\$250) stipend for an associate's degree, three hundred seventy-five

dollar (\$375) stipend for a bachelor's degree, and seven hundred fifty dollar (\$750) stipend for a master's degree as part of their regular salary.

**§ 5.12 Defined medical reimbursement plan.**

(a) *Plan established.* A medical expense reimbursement plan is hereby established.

(b) *Account defined.* The term "account" means a teaching assistant's medical expense reimbursement account.

(c) *Administration of accounts.* The District shall maintain an individual account for each teaching assistant and shall be responsible for the administration of said account.

(d) *District contribution.* The District shall contribute seven hundred dollars (\$700) during the 2006-2007 school year to each account. Thereafter, it shall contribute two hundred dollars (\$200) annually to each account, provided, however, that the contribution shall be prorated for teaching assistants hired after the beginning of the fiscal year.

(e) *Claim procedure.* A teaching assistant who wishes reimbursement for qualified unreimbursed medical expenses incurred or paid within the operative fiscal year, as said expenses are defined in §5.12(f) of this article, must submit a claim form, together with a receipt for services. Claim forms must be submitted to the business manager on or before December 31<sup>st</sup> or on or before June 30<sup>th</sup> of the operative fiscal year.

(f) *Reimbursement.*

(1) A teaching assistant may be reimbursed, subject to the availability of funds in his/her account, only for unreimbursed medical expenses incurred on his/her own or his/her dependents' behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in §105(b) of the Internal Revenue Code.

(2) Expenses incurred before a teaching assistant is eligible to participate in the medical expense reimbursement plan shall not qualify for reimbursement.

(3) Reimbursement of approved claims will be made on or before February 28<sup>th</sup> for claims submitted on or before December 31<sup>st</sup> and on or before August 31<sup>st</sup> for claims submitted on or before June 30<sup>th</sup>.

(g) *Unexpended funds.*

(1) Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

(2) Upon termination of employment, a teaching assistant shall be paid the balance, if any, in his/her account. If the District and the Association agree to a process that allows the transfer of unexpended funds into a teaching assistant's tax sheltered annuity account then that method of payment shall constitute the method of payment.

## ARTICLE 6 – OTHER

**§ 6.1 Transfer policy.** An involuntary transfer or reassignment shall be made only when necessary and in the best interest of the District. Notice of an involuntary transfer shall be given by June 1<sup>st</sup> of the current school year whenever possible. The move shall be made only after a meeting between the teaching assistant involved and the principal at which time the teaching assistant will be notified of the reasons thereof.

**§ 6.2 Job security.**

(a) No bargaining unit member will be disciplined or dismissed without just cause.

(b) In the event of a reduction in staff, layoffs and recalls shall be in accordance with the procedure of Education Law.

**§ 6.3 Substitutes.** In the event of the absence of a bargaining unit member, s/he may request a specific substitute from the list maintained by the District. The request shall be made through the procedure established by the District.

**§ 6.4 New employees.** All bargaining unit vacancies will be posted in accordance with procedures established by the District. Such postings shall include a statement of certification requirements for the position.

**§ 6.5 Other.** Ordinarily, bargaining unit members shall not be assigned to work assignments normally done by members of another bargaining unit.

**§ 6.6 Staff vacancies.** Notice of all vacancies of staff positions within the bargaining unit shall be posted in all faculty rooms and forwarded to the Association president within ten (10) school days of the vacancy. The vacancy notice must be posted and received by the Association president no less than five (5) school days before said position is advertised or offered to anyone outside of the District. Teaching assistants who wish to apply for vacant or new positions should submit the request to the building principal in writing.

## ARTICLE 7 – GRIEVANCE PROCEDURE

**§ 7.1 Purpose.** It is the policy of the HATA and the District that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents or rulings binding in a later grievance proceeding.

**§ 7.2 Definition.**

(a) A “grievance” is any alleged violation or inequitable application of this Agreement or other terms and conditions of employment with respect to its meaning or application.

(b) A “bargaining unit member” is any person in the HATA bargaining unit covered by this Agreement.

(c) An “aggrieved party” is the bargaining unit member, group of bargaining unit members who submit a grievance (or on whose behalf it is submitted), or the HATA.

**§ 7.3 Submission of grievance.**

(a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a grievance is being raised.

(b) Each grievance not resolved informally as herein provided shall be submitted in writing on a form approved by the HATA and the District and shall identify the aggrieved party, and provision(s) of this Agreement involved in the grievance, and time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such events or conditions and general statement of the grievance and redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A bargaining unit member, group of bargaining unit members, or the HATA may submit any grievance. If it is limited in effect to one (1) school, the grievance may be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

(e) An aggrieved party may be represented at any or all stages of the procedures by a person of his/her choosing. S/he may request to have the HATA represent him/her at any formal level of the procedure.

(f) *Time limits.*

(1) Failure at any level of this procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had a decision been communicated by the final day.

(2) If a decision at one stage is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the Agreement shall be barred.

(3) The time limits in this procedure may be extended by mutual agreement.

**§ 7.4 Grievance procedure.**

(a) *Building principal.*

(1) A bargaining unit member having a grievance must discuss it with his/her building principal with the objective of resolving the matter informally.

(2) If the grievance is not resolved informally, it shall be reduced to writing and presented to the building principal. The building principal shall respond in writing within ten (10) school days after receipt of each grievance. If an aggrieved party is not satisfied with the response of the building principal or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance ten (10) school days thereafter to the Superintendent.



**§ 8.5 In-service credit.**

(a) *Definition.* In-service credit is granted for professional advancement activities, other than college or university study, for salary differential purposes.

(b) *Credit hours.* In-service credit given for a particular in-service study shall have the same weight as college credit hours.

(c) Application for in-service credit may be submitted at any time, but in no case later than thirty (30) school days after the completion of the activity. All applications will be reviewed by the in-service credit committee to determine approval for credit.

(d) The in-service credit committee will consist of one (1) administrator and three (3) bargaining unit members appointed by the HATA.

(e) In-service credit shall not exceed more than forty percent (40%) of each thirty (30) credit hours above a degree.

(f) In-service study shall consist of a course of activity sponsored or endorsed by the District when offered by another school system, college, university, governmental agency, etc. Endorsement by the District would be by the in-service credit committee.

(g) Each in-service credit given should be based on a minimum of twelve (12) clock hours of instruction. The instructor must certify that the candidate was in attendance ninety percent (90%) of the time and that all work was completed.

(h) *Travel.* Such travel that is designed and so structured as to improve or reinforce his/her particular teaching discipline, one (1) credit shall be given for each three (3) weeks of approved travel.

(i) *Outstanding professional activities.* Such activities shall include published articles in a recognized magazine, journal, or professional release, distinguished service in a professional organization, course development for the District and other outstanding activities that the in-service credit committee considers valid.

(j) In-service credit shall be paid at the rate of forty dollars (\$40) per approved credit hour.

**§ 8.6 Management rights.** It is agreed that the District retains the right to direct employees, to hire, to promote, and to discipline employees subject to law and the terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to it; to determine the methods, means, and personnel required for said operations and to take whatever actions deemed necessary to carry out the mission of the District, provided that such rights shall not be in violation of any other section of this Agreement or the law.

**ARTICLE 9 – EVALUATION**

**§ 9.1 Purpose.**

(a) The purpose of this evaluation procedure shall be to:

(1) Maintain a qualified, competent staff;

- (2) Promote the development of the staff; and,
- (3) Determine continuation of employment.

(b) To further these purposes, the person(s) responsible for the evaluation of bargaining unit members acknowledge the right of the bargaining unit member to:

- (1) Know how well s/he is performing the duties and responsibilities of his/her position;
- (2) Know the duties of his/her job and how s/he is expected to perform;
- (3) Have open, candid appraisal of his/her work including discussion of his/her evaluation reports with the person evaluating;
- (4) Know those areas, if any, where improvements are needed and what specifically the bargaining unit member should do to improve;
- (5) Seek and receive appropriate assistance where needed; and,
- (6) Be given the opportunity to improve his/her performance within a reasonable time as judged by the administrator.

#### **§ 9.2 Procedure.**

(a) Evaluations shall only be done by persons who are certified in administration and/or supervision or who are the immediate supervisor. Teachers shall not evaluate, but shall assist in goal setting.

(b) Each bargaining unit member shall be observed at least twice each year for a minimum of twenty (20) minutes and a maximum of forty (40) minutes per observation.

(c) Following each observation, the evaluator shall complete a written evaluation. The written evaluation shall include specific examples of the bargaining unit member's performance. If the evaluator indicates a need to improve performance, the evaluator shall include in the evaluation specific, positive recommendations for improving the performance.

(d) After each observation and written evaluation, a conference shall be held within five (5) school days for the bargaining unit member to discuss the completed evaluation with the evaluator. The bargaining unit member shall sign the evaluation as an indication that s/he has had the opportunity to review it. A copy of the evaluation shall be given to the bargaining unit member.

(e) Any information other than the above observations and written evaluations that is used to judge the bargaining unit member's performance must be fully documented and shall be placed in the bargaining unit member's personnel file.

(f) Form to be developed by committee of HATA bargaining unit members and building principal(s).

**§ 9.3 Personnel file.**

(a) Bargaining unit members shall have the right, upon reasonable request, to review the contents of the one (1) personnel file and to make copies of any documents in it with the exception of pre-hire data, said copies to be paid for at the rate established by the Board under the Freedom of Information provisions.

(b) No derogatory material shall be placed in the personnel file without first giving the bargaining unit member the opportunity to review the material. Derogatory material must be placed in a bargaining unit member's file in a timely fashion. The bargaining unit member shall acknowledge that s/he has seen the document by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The bargaining unit member shall have the right to submit a written response to such material and have such response placed in the personnel file.

**§ 9.4 Use of evaluation under ESEA.** The District shall consider this evaluation procedure as proof of "qualified" status under the ESEA guidelines as interpreted by the New York State Education Department. The District and the Association shall work cooperatively to produce a new evaluation document to better reflect the duties of the modern day teacher assistant.

**ARTICLE 10 – RETIREMENT INCENTIVE**

**§10.1 Eligibility.** Eligibility for this incentive is open to all teaching assistants represented by the HATA as long as the member meets the minimum requirements for retirement in the New York State Teachers' Retirement System.

**§10.2 Notice required.** A written notice of the intent to retire shall be delivered to the Superintendent at least six (6) months prior to the actual date of retirement and is non-revocable.

**§10.3 Amount of incentive.** An eligible teaching assistant will be paid a sum equal to sixty percent (60%) of his/her annual gross salary in effect at the time of his/her retirement.

**§10.4 Timing of payment.** At the election of the teaching assistant, the amount in §10.3 of this article shall be paid on or before the January 30<sup>th</sup> following the date of retirement. The sum will be paid either as a lump sum to the employee or will be placed in an annuity selected by the employee.

**APPENDIX A – SALARY SCHEDULES**

<b>STEP</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
1	\$19,016	\$19,694	\$20,406	\$21,152
2	\$19,385	\$20,096	\$20,823	\$21,584
3	\$19,757	\$20,486	\$21,248	\$22,024
4	\$20,129	\$20,879	\$21,660	\$22,474
5	\$20,371	\$21,273	\$22,076	\$22,910
6	\$20,612	\$21,528	\$22,492	\$23,349
7	\$20,860	\$21,783	\$22,761	\$23,789
8	\$21,660	\$22,045	\$23,031	\$24,075
9	\$22,452	\$22,890	\$23,308	\$24,360
10	\$23,259	\$23,727	\$24,202	\$24,653
11	\$23,910	\$24,580	\$25,087	\$25,598
12	\$24,562	\$25,268	\$25,989	\$26,535
13	\$25,336	\$25,958	\$26,716	\$27,488
14	\$26,099	\$26,775	\$27,445	\$28,258
15	\$26,855	\$27,581	\$28,309	\$29,029
16	\$27,507	\$28,381	\$29,162	\$29,942
17		\$29,070	\$30,007	\$30,844
18			\$30,736	\$31,738
19				\$32,509

**APPENDIX B – GRIEVANCE FORM**

This grievance form is to be used to initiate the formal or written stage of the grievance procedure. The original of this grievance form should be returned to the Superintendent with one (1) copy to the bargaining unit member's immediate supervisor and one (1) copy to the HATA President. The grievant should retain one (1) copy for his/her own file.

**GRIEVANCE LEVEL:** \_\_\_\_\_

**AGGREIVED PARTY:** \_\_\_\_\_

**ARTICLE(S) VIOLATED:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF GRIEVANCE** (include date, place alleged violation occurred, and name of any person causing the grievance as well as a general statement of the grievance):

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**REDRESS SOUGHT:**  
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\_\_\_\_\_  
\_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
*Grievant*

**DATED:** \_\_\_\_\_

**APPENDIX C – GRIEVANCE REPLY FORM**

**NAME OF AGGRIEVED:** \_\_\_\_\_

**ADMINISTRATIVE REPLY:**

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**SIGNED:** \_\_\_\_\_  
*Immediate Supervisor or Superintendent*

**DATED:** \_\_\_\_\_



