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Agreement

Between

Fulton City School District

and the



Local 1000 AFSCME - AFL-CIO

Monitors and Teacher Aides Unit
Oswego County Local 838

July 1, 2006 – June 30, 2011

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**Negotiated Agreement
between
Fulton City School District
and
CSEA Monitors and Aides**

Article 1

Recognition and Bargaining Unit

1. The Board of Education of the Fulton City School District (hereinafter, School District) recognizes the Civil Service Employees Association, Inc., Local 1,000, AFSCME/AFL-CIO (hereinafter, Association), as the sole and exclusive bargaining agent for the Fulton City School District Monitors and Teacher Aides for the maximum period allowed by law.

2. Bargaining Unit
 - A. Full-Time

Employees who were hired prior to June 1, 1996 and who were eligible for received benefits will continue to so as long as they continue to regularly work twenty (20) hours or more per week (Article 6 through Article 11).

Employees hired after June 1, 1996, or any previously hired employee who, as of June 1, 1996, are not receiving benefits, must regularly work more than 30 hours per week (excluding lunch time) in order to be eligible for the benefits as described in Article 7 through 11), and regularly work during any sixty (60) consecutive calendar days, will be eligible for all benefits for (full)(part-time) employees provided under this Agreement starting from the beginning of the 60 day period.

 - B. Part Time

Regularly work less than Full-time, but scheduled to work ten (10) hours or more per week), and regularly work during any sixty (60) consecutive calendar days, will be eligible for all benefits for (full)(part-time) employees provided under this Agreement starting from the beginning of the 60 day period.

 - C. Regularly Scheduled Substitutes

After sixty (60) consecutive calendar days where a substitute has worked, or was scheduled to work, each school day, the substitute is then considered included in the bargaining unit.

 - D. Descriptions of Job Duties Statements are included in Appendix B. These Statements may be modified by the Labor-Management Committee. These Statements are not formal Civil Service job descriptions.

- E. Staff employed as the regular part-time floating pool and working as outlined in B above are members of the bargaining unit.

Article 2

Management Rights

1. The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and locations of its business and services operations, the business and services operations to be rendered, and the methods, processes, and means used in operating its business and services, and the control of its buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services will be performed by employees covered under this Agreement to maintain order and efficiency among non-teaching employees, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the starting and quitting time and number of hours to be worked; subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.
2. The above rights of the School District are not all-inclusive, but indicate the type of matters or rights which are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the School District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Article 3

Association Security

1. The District shall deduct from the wages of each employee and remit to the Civil Service Employees Association, Capitol Station, PO Box 7125, Albany, NY 12224, on a biweekly basis, regular membership dues or agency shop fees, and any health and accident insurance premiums and/or life insurance premiums for those employees authorizing such deductions. In addition, the District will allow direct deposit per district policy as well as deduct from the payroll of an employee, money to be placed in up to two (2) Tax-Sheltered Annuities of those companies presently offered by the District. The sign-up periods shall be November 1, February 1, and May 1 of each school year with the notification dates to the Business Office of October 22, January 15, and April 15 respectively. Employees may on a voluntary basis authorize a voluntary PEOPLE payroll deduction.

2. Membership in the Association shall be voluntary.
3. The School District agrees that there shall be no discrimination, interference, restraint, or coercion by the School District, or any of its agents, against any employee because of their membership in the Association, or because of any lawful activities on behalf of the Association and his fellow members.
4. The Association shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under the "Public Employees' Fair Employment Act."
5. With the permission of the Building Principal, the Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the School District, provided, however, that their content is not derogatory or controversial. The School District agrees that the facilities of the School shall be available for the Association meetings when such use does not interfere with any scheduled events or involve any cost to the School District. It is agreed that any employee scheduled to work at the time of the meeting shall not be allowed to leave his work location to attend the meeting. Application for the use of the facilities shall be made in accordance with established procedure.
6. The Association's designated representatives and union-sponsored insurance agents shall have right of access to employees of the bargaining unit during working hours to administer the terms and conditions of this Agreement, or to explain Association-sponsored Health and Accident and/or Life Insurance programs (as presently provided), with notification to and approval by the Principal or his/her designee, and furnishes him/her total assurance that no inordinate interruptions in the work of employees will be involved.
7. Effective 7-1-03, the CSEA Unit President will be allowed one-half (1/2) day per month without loss of pay to administer the terms and conditions of this Agreement or to explain Association programs to bargaining unit employees. The Unit President will schedule this Association Time in advance with the immediate supervisor and/or Principal.
8. The school system agrees that it will grant four (4) days annually with pay to an employee or employees elected to attend designated State CSEA conventions, workshops or conferences. Personal leave or sick leave may not be used prior to or after such convention leave. Request for permission to attend such convention shall be made to the Superintendent of Schools thirty (30) days prior to such convention.

Article 4

Strike and Sanctions

1. Pursuant to Section 210, subdivision 1, of the "Public Employees Fair Employment Act" the Association hereby affirms that it does not assert the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.
2. School Monitors or Teacher Aides will not at any time participate in sanctions or threat of sanctions promoted by or encouraged by any local, national, state, county, area, or zone organizations against this School District, Board of Education, or School System, for any reason.

Article 5

Compensation

A. Hiring Rates

The following wage rates shall be the Hiring Rates for the School years:

2006-2007	\$7.05 per hour
2007-2008	\$7.40 per hour
2008-2009	\$7.75 per hour
2009-2010	\$8.10 per hour
2010-2011	\$8.45 per hour

B. The Wage Rates for School Monitors and Teacher Aides covered under this agreement who were on the active payroll as of June 30th of each year:

<u>Effective</u>	<u>Wage Increase</u>
7/1/06	\$.40 per hour
7/1/07	\$.45 per hour
7/1/08	\$.45 per hour
7/1/09	\$.45 per hour
7/1/10	\$.45 per hour

C. Field Trip Expenses. The District will pay or reimburse any field trip costs that an employee is required to attend.

D. An employee who is required to work through their lunch period will be paid for that time period.

E. Substitute Duty

- a. Effective 7/1/08 when an aide or monitor is requested by the District to substitute for any absent teacher or teacher assistant an additional \$2.75 per hour for the duration of that assignment provided the assignment is at least 40 continuous minutes.
- b. When an aide or monitor is requested to substitute for an absent Educational Clerical Staff employee for one hour or more, the aide or monitor will be paid an additional \$1.50 per hour for the duration of that assignment.

F. Fingerprinting

Upon successful completion of the new hire probationary period, the District will reimburse 50% of the fingerprinting costs paid by the employee.

G. Jury Duty

Employees serving on Jury Duty shall be reimbursed the daily difference of pay between the employee's regularly scheduled workday and the daily rate paid by the Courts. The employee must provide the District a copy of the jury summons, verify daily attendance on the jury, and disclose any payments received by the Court for Jury Duty service.

H. Special Needs Student Additional Payment

Effective 6-30-06:

1. All current and newly hired employees must be assigned by the District and actually perform the duties of a Special Needs Aide (see job description, to be added to Appendix B with other job description) in order to be eligible for the additional payment.
2. All newly hired or assigned Special Needs Aides (after date of Board ratification) must meet any special requirements and trainings as established by the Labor-Management Committee before they are eligible to receive the additional payment.
3. All currently assigned employees (as of the date of Board ratification) are "grandfathered" and will not be required to meet any special requirements established above before being eligible to receive the additional payment. Also, current assigned employees will begin to receive the appropriate level of additional payment based upon the employee's years of special needs assignment already achieved as of 6-30-06.

4. Should a Special Needs Aide's assignments change to a non-special needs job, the employee's years of service as a Special Aide will be "banked" should that employee subsequently return to a special needs assignment.
5. A Special Needs Aide will receive the following additional payment based upon the number of hours per day/week the employee is regularly scheduled to perform the Special Needs Aide duties.

After three (3) years of Special Needs assignments	\$0.05 more per hour on employee's base hourly rate
After five (5) years of Special Needs assignments	\$0.05 more per hour (a total of \$0.10 per hour)
After ten (10) years of Special Needs assignments	\$0.05 more per hour (a total of \$0.15 per hour)
After fifteen (15) years of Special Needs assignments	\$0.05 more per hour (a total of \$0.20 per hour)

Article 6

Vacations

It is understood that only those full time employees currently (1995-96 school year) eligible and receiving paid vacation time shall continue to be eligible for paid vacation time. No new employees shall be eligible for vacation time nor any current employees who are not already receiving the benefit are eligible for paid vacation time.

For eligible full time employees hired prior to October 1, 1976, employees shall be entitled to eight (8) paid vacation days per year. (All effort should be made to take these vacation days when school is not in session. This vacation for 10 month Teacher Aides must be taken during the school year September 1 - June 30).

Seniority may be involved when determining vacation schedules. In the case of death of an employee, compensation for any unused vacation shall be payable to the estate of the deceased.

For eligible full time employees hired after October 1, 1976, employees shall be entitled to the following paid vacation day schedule per year:

First year of employment	5 paid vacation days
Second year of employment	6 paid vacation days
Third year of employment	7 paid vacation days
Fourth year of employment	8 paid vacation days

Office aides that are required to work a 12-month work year will be entitled to ten (10) days of paid vacation per year. Such vacations shall be scheduled when school is not in session.

Article 7

Holidays

1. Full time employees shall be paid for seven (7) holidays (see Student Calendar for dates as listed below:)

Columbus Day	1 day
Thanksgiving	2 days
Christmas	2 days
Martin Luther King	1 day
Presidents' Birthday	1 day
Memorial Day	1 day

Effective 7/1/08	Veterans day shall be added
Effective 7/1/09	One day to Christmas shall be added

2. Part-Time employees shall be paid for holidays as follows:

Christmas holiday	1 day
Martin Luther King	1 day

Effective 7/1/08	Veterans Day	1 day
	Thanksgiving	1 day
Effective 7/1/09	One day at Christmas shall be added	

Unscheduled District Closings, Delays, and Early Dismissals

1. All employees will be entitled to one regular day's pay for weather related District closings as follows:

7/1/06	3 days
7/1/07	3/days
7/1/08	4/days
7/1/09	5/days

2. If a school is closed for whatever reason and an employee reports to work at their regularly schedule start time; before being notified by their regularly scheduled public media announcement, of the closing, the employee will be paid a minimum two (2) hours pay.

3. An employee's regular day's pay will not be reduced on account of a one or two-hour opening delay, or from an early closing, due to weather or other unscheduled event. This pertains only to those employees whose daily regularly scheduled hours would be affected. Any employee directed to work during a delay or early dismissal will receive hour for hour compensatory time in addition to their regular wage rate. Any compensatory time, including the type of compensatory time described above, can be taken during any period when school is not in session or paid out at the end of the school year in which earned.
4. If there are any unused snow closing days granted to all other District employees (usually around the Memorial Day Holiday), all Aides and Monitors in the bargaining unit will be granted such day with pay.

Article 8

Personal Leave

1. Full time bargaining unit members shall be entitled to two (2) days personal leave per year. Any personal leave not used will be added to the accumulated sick leave. This is not to increase the established sick leave accumulation. Personal leave cannot be added to vacation time.

Effective 7/1/10, full time staff shall be eligible for three (3) personal days.

2. Reasons for request of personal leave are:
 1. Necessary court appearance
 2. Moving
 3. Emergency accidents
 4. Observance of religious holidays - the observance of which is expected as required
 5. Retirement investigation in Albany
 6. Death of a close friend
 7. Personal family problems
3. Prior permission must be granted in order for the employee to be absent with pay.

Article 9

Sick Leave

Effective 7/1/08 all full time employees shall earn sick leave at the rate of one day per month cumulative to 225 days. A doctor's certificate may be requested after three (3) consecutive days of absence on the part of the employee.

Effective 7/1/09 part time employees shall be eligible for one (1) paid sick day per year.

If an employee is unable to work by reason of injuries sustained in an accident and uses sick leave and the District is reimbursed by Workers' Compensation, the employee's sick days will be reimbursed by the amount received from Workers' Compensation divided by his/her daily rate of pay.

Article 10

Insurance

- A. The District shall provide health and dental insurance at benefit levels that are equal to or better than those benefit levels provided on June 30, 2000, including, but not limited to the following:
1. Major Medical up to \$1,000,000
 2. \$100 Deductible (2 per family)
 3. Nervous and Mental to \$40.00 per visit
 4. Semi-private plus \$10.00 for private room
 5. 80% Co-insurance only for the first \$2,000.00 annually; 100% thereafter, annually
 6. Supplemental Accident
 7. Unlimited Ambulance Coverage
- B. A new employee shall be insured on the first day of the month following the month in which he/she was employed.

Any employee, except a new employee, who wants to join any of the health groups, must do so on the group's reopening dates which are January 1 and July 1. Dependents may be added only on these dates.

- C. The District will pay 90% of the total premium for the individual member's Health insurance coverage and 90% of the total premium for the dependent's Health insurance coverage.

The total dollar commitment will be based upon the agreed to coverage in "A". Members choosing optional HMO coverage will be eligible for the same district contribution as provided in "A" above. Optional HMO costs exceeding those for insurance outlined in "A" will be borne by the employee.

- D. The District shall contribute \$616.00 per year for each participating unit member for Major Medical (U.C.R.) Dental program coverage (including orthodontia rider) shall be provided by the District at benefit levels that are equal to or better than those benefit levels provided on June 30, 2000. The program shall be administered

as in previous years, but in no event shall the Districts liability exceed \$616.00 per eligible employee.

E. The liability of the District shall be limited to those employees who actually enroll within the plan.

F. Review Committee

A committee with two (2) representatives designated by the Teachers' Association, two (2) representatives designed by the District, and a single representative designated by each of the District's other bargaining units shall meet promptly to explore alternatives to the District's current health insurance program. Such committee shall investigate other possible carriers, including the possibility of self-insuring either on its own or through a consortium with other municipalities.

Additionally, such committee shall review the existing benefit levels to determine if there are more economical means to provide benefits for employees. The committee shall also review cost containment mechanisms such as, but not limited to, mandatory second surgical options, managed care programs, etc. Any savings realized from Implementation of the committee's recommendations shall be shared equally between the District and Its employees.

G. IRS 125 Flexible Spending Plan

The parties have established an IRS 125 Flexible Spending Plan. The District shall pay to costs of the third party administrator for the program. Any costs that can legally be paid through the IRS 125 plan shall be permissible. Such costs shall include, but not necessarily be limited to, child and adult care expenses, health insurance premiums, deductible expenses under the major medical portion of the health insurance plan, and any other unreimbursed medical costs.

H. Health Insurance Financial Inducement Option (See Appendix "A").

I. Vision Plan -- Effective 7/01/03 for eligible full-time employees, the District will pay 90% of premium cost for individual or dependent coverage of the CSEA EBF Gold 12 vision plan. The employee will pay 10% of these premium costs.

J. In the event an active employee dies while actively employed, the employee's accumulated sick and personal days may be used as a credit to continue health insurance for the surviving spouse and dependents. If the surviving spouse or legal dependents do not desire health insurance, the accumulated sick days shall be converted to a cash payment at 50% of their value.

Article 11

Bereavement Leave

Full time employees shall receive a total of three (3) days per year for death(s) in the immediate family (father, mother, son, daughter, brother, sister, wife, husband, grandparents).

For immediate in-laws (mother, father, son and daughter), two (2) days out of the annual allotment of three (3) days may be taken with pay.

For any days needed beyond the three (3) allotted, an employee may draw upon his/her accumulated sick days. For any single occurrence, an employee shall not be allowed any more than a total of three (3) days off with pay.

Where there is an exceptional distance to travel for the funeral, the supervisor may grant additional days to be taken from an employee's accumulated sick leave.

One day may be taken out of the annual allotment for close friends or other relatives.

Effective 7/1/08 part time employees shall be eligible for one (1) paid bereavement leave day for a death in the immediate family.

Article 12

Retirement

All eligible employees shall be enrolled in the New York State Employees Retirement System. All eligible employees shall be enrolled in the New Career Plan 75i. In addition, eligible employees shall be provided with the unused Sick Leave (41-J) and Guaranteed Minimum Death Benefit (60-b) options.

Health Insurance Credits for Retirees

Employees who retire from service in the Fulton City School District and who are members of the District Health Insurance Plan may have their accumulated sick leave converted to a credit which will be applied, until it is exhausted, to the retired employees' share of the cost of carrying the health insurance after retirement. After the credit is depleted, the retired employees may continue to carry the health insurance by making the appropriate payment to the District.

Example of Health Insurance Credits for Retirees:

100 days of sick leave accumulation

Daily Rate \$52.50

\$52.50 x 100 sick days = \$5,250.* total health insurance credit available for retiree.

*This is an example for illustrative purposes only.

In lieu of using accumulated sick days to apply to health insurance in retirement, employees who retire from the District may elect to receive a cash payment equal to 50% of the value of their health insurance credits. A retiree who chooses to receive a 50% cash payment, eliminates rights to a health insurance credit.

Article 13

Job Security and Seniority

1. All personnel, other than probationary employees, shall receive the full protection of Section 75 of the Civil Service Law, as it is applicable to discharge, suspension or fine or demotion. On a case by case basis, the District and the CSEA may mutually agree to process a disciplinary action through Article 17 (Grievance Arbitration Procedure) rather than Section 75 of the Civil Service Law.
2. Seniority means the length of continuous service from the original date of permanent hire as a full or part time employee within the School District. Seniority will be a consideration in promotions, transfers, and layoffs. In the event of an indefinite reduction of work hours, efforts will be made where practicable to give senior staff the ability to maintain their scheduled hours.
3. Job Vacancies: A vacancy is a new position, or an existing position/assignment that has been vacated. In the event that such vacancy is not filled by distributing additional hours among those staff members in the building who are interested, the vacancy will be posted by notices in each school building and in the District Education Center. Qualified employees will be granted an interview. Factors such as, but not limited to, experience in the applicable type of job assignment, applicant's training and education, work record, and seniority will be considered in filling vacancies.
4. Opportunities for Increased Hours: In June of each year, Teacher Aides and Monitors shall have the opportunity to submit to their building Principal their interest in being considered for additional hours of work opportunities that may become available during the following school year. If such opportunities become available (including door security), the Principal will first review the list of permanent interested staff by seniority within their assigned building before considering new or substitute staff.

Article 14

Staff Development

The District may schedule staff development programs for Aides and Monitors. The Labor-Management Committee and District will discuss types of programs and make recommendations. Employees who attend will receive their regular hourly wage for the time actually attended. Generally such programs will be held on staff development days in the school calendar.

Performance evaluations, when conducted, will take place in a private location and no later than June 10th unless there are extenuating circumstances, which will be explained to the employee. Staff shall have the opportunity to respond in writing to an evaluation.

Article 15

Compliance with the Laws of 1969

Agreements Between Public Employees and Employers Organizations

Any written Agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

"It is agreed by and between the parties that any provision of the agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval."

Article 16

Grievance and Arbitration Procedure

1. A grievance shall be defined as a claim that the School District violated an express term of this Agreement. A grievance may be raised by the Association or by an employee within the bargaining unit covered by this Agreement. Once raised, the grievance will be resolved in the following procedures:
 - Step 1 The grievance shall be first orally discussed between the grievant and the grievant's immediate supervisor.
 - Step 2 A grievance which is not resolved in Step 1 shall be submitted in writing to the Superintendent of Schools or his designee. The written grievance must be signed by the grievant and set forth the specific contractual

claim being made together with a statement of the facts surrounding the grievance and the remedy sought. Within ten (10) working days after submission of the written grievance there shall be a meeting between up to four representatives designated by the Superintendent and up to four representatives designated by the Association. The Superintendent shall give a written answer within ten (10) working days of the meeting.

Step 3 If the grievance remains unresolved after the Step 2 answer, the Association may appeal the grievance in writing to the Board of Education within ten (10) working days after receipt of the Step 2 answer. The Board shall render a final decision in writing within twenty (20) working days after receiving the appeal with, or without, a hearing, as it may deem advisable.

Step 4 If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District or an express provision of this Agreement, the Association may submit the grievance in writing to the Public Employment Relations Board (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules. The decision of the Arbitrator shall be final and binding upon both parties to this Agreement. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association.

2. The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement; nor to render any decision which conflicts with a law, regulation, directive or other obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to the service of the Step 2 written grievance upon the District. In making his award, the Arbitrator shall bear in mind that both the District and Association recognize that their paramount obligation is to the welfare of the school children.
3. If a written copy of the grievance was not served on the District within one week of the act, occurrence or event giving rise to the grievance, or if the grievance was not submitted in writing to the Public Employment Relations Board within 90 calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived and there shall be no right to arbitration. The time limits set forth in this Section may be extended only upon the written consent of both parties.

Article 17

Labor-Management Committee

The District and Association agree to form a Labor-Management Committee, which shall meet on a bi-monthly basis during the school year, or upon the request of either party,

for the purpose of providing communication, discussion, and resolution of workplace matters. There will be no specific agenda. Beginning in the 2005-2006 school year, the Committee will discuss displacement procedures when an assigned special needs student is no longer in the District (graduation, moving out of the area, etc.), special training requirements for new Special Needs Aides, Staff Development programs, and other workplace matters that may arise during the school year.

Article 18

Statutory Provision

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

If the above occurs, both parties shall immediately renegotiate the Agreement.

This Agreement shall constitute 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 this Agreement.

Article 20

Leave of Absence Without Pay

1. Upon request, and subject to the sole discretion of the Board of Education, an employee may be granted a leave of absence for no less than six (6) months and no more than one (1) year. Permissible uses of leave shall include a return to education, personal or family illness.

2. Extended Time Away From Work

It is hereby understood and agreed that unit members that leave their scheduled work assignment for extended periods of time will not be automatically returned to the assignment they left and shall be deemed to have resigned. For the purposes of this Memorandum of Understanding, an extended period of time may be defined as five (5) consecutive workdays.

Exceptions to the above would be medical related leaves or other leaves that fall within the provisions of the federal Family Medical Leave Act (FMLA), or any other exceptions approved at the sole discretion of the Superintendent of Schools.

Nothing in this Memorandum of Understanding would preclude the District from initiating disciplinary action for intermittent absences from work that the District deems to be excessive.

This Memorandum of Understanding will go into effect with the 2003-2004 contract year.

Contract Signatures and Certificates

1. The foregoing pages constitute the Agreement between the Fulton Board of Education and the Civil Service Employees Association, Inc., School Monitors and Teacher Aides for the period July 1, 2006 to June 30, 2011.
2. The dates and signatures required are as follows:

FOR THE CSEA:

FOR THE FULTON CITY SCHOOL DISTRICT:

Unit President

Superintendent of Schools

Unit Representative

Date

Unit Representative

Unit Representative

Unit Representative

Unit Representative

Unit Representative

CSEA Labor Relations Specialist

Date

APPENDIX "A"
Health Insurance Financial Inducement Option

1. Any employee enrolled in the District wide health insurance program for at least (1) calendar year may elect to forego either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the terms herein. At the time of employment or at such time the employee is appointed to a position that affords health insurance, such insurance may also be waived and make such employee eligible for this inducement option.
2. The financial inducement for withdrawing from the group health insurance program shall be based upon the coverage presently elected by an employee. If bona fide reason for an exception to this provision can be established, the Superintendent may waive this restriction.
3. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on the Fulton City School District Election Form, in the month prior to the beginning of the Plan Year. Plan Years shall begin on July 1 and end on June 30, except in the first year of the operation of the Plan. The financial inducement for withdrawing from such program shall be as follows:

<u>Individual</u>	<u>Two-Person</u>	<u>Family</u>
\$1,000	\$1,500	\$2,000

4. Payment of such financial incentive shall be made annually at the close of school in June. The first payment shall be made in June in the year following the notification mentioned in #4 above and thereafter as long as the employee chooses not to participate. However, such payment shall be made no later than 30 days following departure of employment where an employee's employment has been terminated with the District prior to June.
5. The amount of such payment shall be prorated, based upon the actual amount of time the employee is foregoing the coverage. The period for such proration shall be from July 1 through June 30. The time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
6. If an employee elects to withdraw from the health insurance program and then decides to rejoin, the employee shall be eligible to rejoin the program at the next June "window" period, I.e., one of the times (December the other) set by the insurance company when existing employees can join such program If they originally elected not to do so at the time they were initially hired. The window date for this benefit is June 1. Application and the Fulton City School District Election Form must be filed at least 15 days in advance of June 1.

7. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. Both parties caution that only those employees who have dependent coverage through a spouse's employment consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, costs, employer's participatory share of such costs, etc., of their spouse's health insurance program.
8. Employees who plan to retire and expect to use the conversion of sick leave to insurance credits must withdraw from the inducement plan and rejoin the health insurance plan. Application to rejoin the health insurance plan must be made 30 days prior to the reopening date that precedes in retirement.
9. If this agreement jeopardizes the contracted health coverage, the agreement becomes null and void.

APPENDIX "B"

DESCRIPTIONS OF JOB DUTIES STATEMENTS

TEACHER AIDE JOB DESCRIPTION

Teacher Aide General Statement

Pursuant to Education Law 3009 (2a), teacher aides assist licensed or certified school teachers in the performance of their teaching functions by performing those non-teaching duties otherwise performed by such regular teacher or teachers. The work is performed under the general supervision of the teacher concerned.

Distinguishing Features of this Civil Service Class

Education Law empowers school authorities to employ persons as teacher aides who assist the regular teacher or teachers of the district in the performance of their teaching functions by performing those non-teaching duties otherwise performed by such regular teacher or teachers. Persons hired as teacher aides may not perform the teaching duties of regular teachers, even if they hold a teaching license or certificate.

Required Knowledge, Skills and Abilities

Good general intelligence, ability to establish good relationships with children and others; familiarity with classroom routine; good background of knowledge in the specific field where specialized duties are involved; clerical aptitude; resourcefulness in conducting above described activities indirectly related to the teaching process; neat personal appearance; ability to maintain discipline; tact; courtesy; good judgment; and good physical condition.

Recommendations and Considerations Related to the (Employment) Use of Teacher Aides

The following are several recommendations and considerations which can serve as guidance in determining the appropriate use of teacher aides.

The employing school district should assign duties to teacher aides in such a manner that as the non-professional staff member they relieve the licensed/certified teacher to attend directly to matters of instruction. Teacher aides should be assigned non-instructional duties only.

Some illustrative duties follow:

1. Assist in oversight and technical operations of computer laboratories.
2. Assist in physical care tasks and health-related activities.
3. Assist students with behavioral/management needs.
4. Read to and play audio-visual materials for children in lower grades.
5. Assist in proctoring and other tasks related to the administration of examinations.
6. Assist in the correction of test papers, recording of grades, maintaining of files and preparing statistical reports.
7. Assist with individuals or small groups of students to progress in remedial reading or mathematics comprehension.
8. Assist teachers with study hall, corridor, lunchroom and other monitoring duties.
9. May organize and participate in group games and related activities with students.
10. Assist teachers and students in selecting supplementary materials from the library.
11. May work closely with individual children or small groups reinforcing materials previously taught to children by the teacher.
12. Assist teachers by giving close supervision to children requiring a one-on-one aide.
13. Assist teachers with preparation of instructional materials and bulletin boards.
14. The classroom teacher, building principal, and/or Director of Special Education will be responsible for clearly defining job responsibilities of all aides/monitors at the beginning of the school year, or when an aide/monitor is newly hired.

Minimum qualifications

Graduation from high school or possession of a high school equivalency diploma.

ELEMENTARY LIBRARY AIDE JOB DESCRIPTION

Brief Description:

This position in the Fulton School District involves responsibility for performing tasks related to the operation of the school library. It includes operation of a library management network, routine maintenance of audio-visual aids, performance of routine clerical library tasks, as well as assisting staff and students in accessing the online catalog, databases, and operating audio-visual equipment. Work is performed under the direct supervision of librarians with allowance for independent judgment. Does related work as required.

Typical Work Activities:

Systems Operations: Operates the computerized Follett Library management network.

- a. Activates and closes all computer and catalog stations.
- b. Inputs and maintains catalog, circulation and borrower programs.
 - a. Checks in returned materials.
 - b. Checks out materials to staff and students.
- c. Performs daily backups of computer files.
- d. Produces statistical reports as required.
- e. Produces daily overdue notices, as well as the printing and mailing of overdue notices to parents every quarter.

Collection Maintenance:

- a. Shelves many of the 2000+ materials that are returned each week.
- b. Shelf reads to maintain alphabetical and Dewey order.
- c. Checks in library mail and magazines. Processes all incoming magazines.
- d. Maintains collections through repair of items.
- e. Discards old materials using the computer and physically discarding the items.
- f. Distributes and collects BOCES loaned print and non-print items on a twice weekly basis.
- g. Inputs Inter-library loan requests to other schools.

Materials Processing:

- a. Types requisitions forms for purchase orders.
- b. Processes all purchase orders through MUNIS.
- c. Processes and accession all new materials, including call number, book pocket and cataloging of items.
- d. Inputs information from Alliance Plus CDROMS and online cataloging.
- e. Inputs new items in MARC Record Form on the computer if information is not on Alliance Plus.

Equipment Maintenance:

- a. Troubleshoots audio-visual equipment problems.
- b. Performs standard maintenance on computers and photocopier by cleaning screens and heads, adding paper and toner, or clearing jams.
- c. Troubleshoots problems dealing with the building laminator and book binding machine.

Secretarial Work:

- a. Types, as needed, letters, memos, etc.
- b. Answers telephone and intercom.

Student Contact:

- a. Assists students with searches (routine queries).
- b. Informal monitoring of student behavior in the library.
- c. Monitors the library during the librarian's lunch period and when the Librarian is in the computer lab.
- d. Helps train parent and student volunteers who work in the library.

LIBRARY AIDE DUTIES

(G. Ray Bodley High School Library)

Job Title: Library Aide
Reports to: Library Media Specialist

The functions listed below, under the given categories, are not listed by priority. At any given time in the workday or work year, priorities can and do change, for the provision of specific functions. It is expected that skills and technologies new to the library aide will be learned and mastered in a timely fashion. The library aide copes with high-volume periods of activity requiring technical skills, accuracy, speed, and tact. Under the direction and supervision of the Library Media Specialist, the Library Aide performs the following duties:

Work Philosophy and Policy:

- a. Know and support the implementation of library media center philosophy, policy, and operating procedures statements, as presented in the faculty handbook and the student handbook.
- b. Help enforce limits and rules set by the library media specialist for students' behavior in the library media center, and stay visible and available to students.

Computer and Equipment Operations:

Use, accurately and efficiently, computer programs and equipment required to meet the service and management functions of the library media program currently including:

- a. Library automation software (Follett), including circulation, Online Public Access Catalog (OPAC), cataloging, patron maintenance, inventory, backup, and reports functions;
- b. MicroSoft Office applications (mainly Word and Excel);
- c. MUNIS for entering requisitions;
- d. CD-ROM and Web-based periodical indexes;

Operate and maintain equipment to ensure efficient service to students and staff:

- a. Operate computers to retrieve and print information from various selected CD-ROM databases;
- b. Operate microfilm reader/printer to reproduce periodical articles;

- c. Operate photocopier as appropriate to assist and provide students and staff with copies, enlargement and reduction copies, overhead transparencies, and facsimile transmissions as needed;
- d. Add photocopy paper to all networked printers, microfilm reader/printer, and photocopy machine;
- e. Replace toner cartridges in all networked printers, microfilm reader/printer, and photocopy machine;
- f. Perform standard maintenance on computers and photocopier by cleaning screens and heads, and clearing paper jams;
- g. Operate laminator to process laminating requests from staff and students;
- h. Change laminating film in laminator as needed;
- i. Notify library media specialist of equipment operation malfunctions as they occur.

Be responsible for distributing and operating AV and other equipment. Process requests from staff for AV equipment, and maintain schedule and inventory of location of equipment as follows:

- a. Process incoming requests for TV/VCRs, laserdisc player, audiocassette and CD players, record players, camcorders and digital camcorders, digital still cameras, LCD projectors, filmstrip projectors, 16mm projectors, laptop computer, and accessories (extension cords, tripods, cables, bulbs/lamps, etc.);
- b. Deliver TV/VCRs to teachers' rooms;
- c. Coordinate with teachers for the pickup of other equipment;
- d. Maintain record of the location of all equipment by using wall schedule and AV booking binder;
- e. Perform periodic inventory of all equipment.

Maintain AV equipment and troubleshoot problems:

- a. Ensure that all equipment is labeled with property information and item number (e.g. TV # or barcode);
- b. Periodically clean heads in VCRs using VCR head cleaning tape;
- c. Examine power plugs and cables for damage;
- d. Troubleshoot problems with equipment via phone call from teacher, or examination of equipment at an appropriate time;
- e. Maintain inventory of projection bulbs and distribute/replace as needed;
- f. Write up BOCES AV Repair Ticket for equipment being sent out for repair;
- g. Maintain log of equipment sent for repair to BOCES;

Operate and maintain the library automation system (Follett), consisting of circulation, cataloging, patron maintenance, reports, backup and restore, and OPAC modules:

- a. Add and delete records from the catalog as needed;
- b. Print and file month- and year-end circulation reports;
- c. Print and distribute monthly overdue notices to students;
- d. Run backup of the circulation system at the end of the day on Friday;
- e. Assist with year-end inventory of all materials;
- f. Check materials in and out to students and staff;
- g. Maintain confidentiality of patron records at all times.

Materials Processing:

Ensure that all materials, supplies, equipment, and furniture ordered are received and labeled, and maintain good condition of materials in the collection:

- a. Check in new materials, supplies, equipment, and furniture using the vendor's packing slip;
- b. Compare items received with those requested on the purchase order, making note of any items on backorder;
- c. Follow up on orders by contacting business office or vendors when necessary to correct problems in billing or incomplete orders;
- d. Process new materials for computerized catalog and prepare them for circulation;
- e. Prepare materials and equipment for storage or display;
- f. Maintain equipment inventory list;
- g. Maintain the collection on a day-to-day basis, i.e. shelving, mending, filing, and general circulation procedures.

Student and Staff Support Services:

Students and staff are our first priority. The Library Aide remains flexible in his/her response to the needs of students and staff, and provides requested services, such as:

- a. Assisting users in locating and using materials and equipment;
- b. Providing photocopying for students and staff promptly upon request of any and all library materials, or any materials required for classroom instruction;

- c. Interpreting contents of computer printout to retrieve all available periodical articles requested, in either microfilm or hard copy format, as appropriate;
- d. Providing assistance to students for the following requests: retrieval of backfiled periodicals and newspapers;

Clerical/Secretarial Duties:

Perform clerical/secretarial functions as needed to maintain the smooth functioning of all aspects of the Library Media Center:

- a. Answer incoming calls on the intercom and telephone according to existing model, and write messages as necessary;
- b. Make telephone calls, as requested, to vendors and school department personnel;
- c. Type letters, memos, requisitions, and routine correspondence;
- d. Type and print spine labels;
- e. Retrieve and sort mail on a daily basis;
- f. Check in and sort BOCES mail and organize distribution of mail and equipment to staff;
- g. File purchase orders, instructional planning sheets, and other documents;
- h. Make copies of sign-in sheets, bibliography forms, and other forms as needed, and file;
- i. Oversee the magazine and newspaper collection, checking to see that subscriptions are current, that magazines and newspapers are coming regularly, and that they are displayed and filed appropriately;
- j. Weed and discard magazines that are no longer needed in the collection, according to established guidelines;
- k. Help with bulletin board and other displays;
- l. Handle requests for materials and information using interlibrary loan procedures;
- m. Maintain accurate interlibrary loan records and submit monthly statistics report to BOCES;
- n. Assist with training and supervising student and adult volunteers;
- o. Shelve materials according to the Dewey Decimal System;
- p. Open the library media center at 7:30 and write passes for students;
- q. Close the library media center at the end of the day.

LUNCH MONITOR JOB DESCRIPTION

Description:

To supervise students in the lunch room and outside/inside activities after lunch.

Responsibilities:

1. Control student placement.
2. Never cluster.
3. Avoid joining games or arguments.
4. Never umpire.
5. Circulate -- do not sit or stand together.
6. Do not socialize.
7. Remember -- you are a role model.
8. Determine how many supervisors are available and have everyone divide into manageable regions.
9. Know what activities are going on in each region.
10. Be aware of off-limits areas.
11. Scan your region on a regular basis.
12. Anticipate difficult areas.
13. Learn the names of the students you are responsible for.
14. Make corrections in a positive manner.
15. Let trouble-makers know that you are there and you are watching them.
16. Interact with the good kids as well as the tough ones.
17. Try to stay out of student problems.
18. Fights:
 - 1 - Use loud voice and/or whistle
 - 2 - Disperse crowd
 - 3 - Do not endanger yourself
 - 4 - Call for help
19. Be consistent with rules and consequences.
20. Do not eat while attending the students.
21. Teachers' desks and belongings are off-limits to monitors.
22. Confidentiality concerning personal and/or school information should be practiced at all times.
23. Students should be moved in/out of the cafeteria in a timely manner.

24. Food should be consumed in the cafeteria. No eating on the playgrounds.
25. Use the correct forms for students who do not behave during the lunch period. Behavior slips can be found in the monitor's closet in the cafeteria.
26. "Severe" Behavior: Send the student directly to the office with a slip.
27. "Unacceptable" Behavior: Send student directly to Restricted Lunchroom.
28. All playground equipment must be brought inside at the end of the lunch period.
29. Accident Report:
 - 1 - Send someone to office for help
 - 2 - Do not move the child
 - 3 - Stop all play
 - 4 - Keep all children away
 - 5 - Comfort child
 - 6 - Fill out accident form
 - 7 - Provide office with details of the incident

Always: Be Fair, Be Strict, Be Timely, Be Consistent, Be Calm and BEWARE.

JOB DESCRIPTION FOR BUS DUTY

To provide safety for all students and to maintain noise control so that all students will be able to hear their bus called.

To do this, the following needs to be done:

1. Walk up and down the bus lines to make sure that students are keeping their hands and feet to themselves.
2. Aides are not to stand in the hall or in groups talking.
3. Aides are to make sure that the students are in their own bus lines.
4. Having students show respect to you and the other aides in the bus room. You will be called by your last name (no pet names).
5. You will treat every student the same, showing no favoritism.
6. Any student that acts in an insubordinate fashion will be escorted to the office for further disciplinary action by administration.
7. All students in the bus room need to sit and follow rules.

Bus Room Rules for Students

1. All students in the bus room need to sit and follow rules.
2. All students are to walk quietly to the bus room.
3. When students enter the bus room they are to go to the next available spot in their bus line (no budging).
4. Students are to remain in their bus line until their bus is called.
5. Students are to sit quietly in line -- no shouting across bus lines.
6. Students are to show respect to the adults in charge.

JOB DESCRIPTION FOR SPECIAL NEEDS AIDE

Under the direct supervision of a certified Teacher, Special Needs Aides (examples, 1-1, 12-1-1, or 15-1-1 assignment) will perform a variety of duties pertaining to care and supervision of Special Needs students which may include: support the Teacher with students individually or in small groups in accordance with prescribed learning objectives, assist in meeting special needs which may include monitoring, behavior concerns, personal hygiene, escorting to and from school bus, assist with eating breakfast and/or lunch, and other daily activities and schedule as determined by certified classroom Teacher, Speech Therapist, Occupational Therapist, or Physical Therapist which applies to implementation of Individualized Education Program (IEP's). Special Needs Aides may also be expected to perform such other duties as assigned by the Principal and/or the Director of Special Needs

Special requirements for any new hire after date of ratification: to be determined by the Labor-Management Committee.

If a student who is supported by a Special Needs Aide were pushed into specials or other classrooms, the Aide would normally continue to support the student unless the Classroom Teacher or Special Education Teacher takes over the responsibility for that assigned student.

Hall Monitor Duties

1. Checking student agenda for passes
2. Walking hallways, checking for students hiding out.
3. Checking to make sure all doors are locked during school hours.
4. Checking bathrooms for smoking and students who may be skipping classes, or checking for Graffiti, or destruction of school property or using cell phones.
5. Relieving monitors who are stationed at desks for their breaks.
6. During bell changes making students move along to class, watching for students who are Breaking rules such as hats, dress code, "PDA's", fights, swearing, etc. (radios, I-pods, phone)
7. Running errands for the office
8. Help out with paperwork for the office; stuff envelopes, cut up passes, etc.
9. Help out in office when short on help, fill in for breaks, answer phone, when designated write passes.
10. Supervise study halls when teachers are not there or short on staff.
11. Front Desk – Make sure all individuals who enter the building sign in and wear a visitor tag and direct to destination if required. Make sure late students sign in and go to the attendance office. Watch hallways.
12. Other duties as assigned by the principal or designee.

Office Aide Duties

1. Assist administrator (daily)
2. Assist teachers (daily)
3. Assist parents (daily)
4. Assist students (daily)
5. Answer phones (daily)
6. Process attendance (daily)
7. Process absence notes (daily)

8. Process bus notes (daily)
9. Aide schedule (daily)
10. Building use schedule (daily)
11. Process mail (daily)
12. Aide time sheet collection (as needed)
13. Filing (as needed)
14. Extended day and extended year information (as needed)
15. AIS paperwork (as needed)
16. Assist parent group (as needed)
17. Copy information and materials for staff (as needed)
18. Other duties as assigned by the building principal or designee.

The office aide should be friendly, supportive, helpful, and willing to get answers and information for everyone.