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NEGOTIATIONS AGREEMENT

by and between

HAMBURG CENTRAL SCHOOL DISTRICT

AND

HAMBURG TEACHER AIDE ASSOCIATION

2011-2012

2012-2013

INDEX

	PREAMBLE	1
ARTICLE I	RECOGNITION	1
ARTICLE II	PRINCIPLES	1
ARTICLE III	ASSOCIATION ACTIVITIES	1
ARTICLE IV	DUES DEDUCTION	1, 2
ARTICLE V	ANNUITIES	2
ARTICLE VI	HEALTH REQUIREMENTS	2
ARTICLE VII	ABSENCES AND LEAVES	2 - 5
	Section I Maternity-Child Care Leave	2
	Section II Illness and Bereavement Leave	2
	Personal Illness	2
	Family Illness	2
	Sick Leave Bank	3
	Bereavement	3
	Section III Accidents	3
	Section IV Individual Leave of Absence	3
	Section V Special Leave	4
	Section VI Part-day Absences	4
	Section VII Jury Duty	5
ARTICLE VIII	HOLIDAYS	5
ARTICLE IX	WORK	5
ARTICLE X	PROTECTION OF EMPLOYEES	5
ARTICLE XI	HEALTH BENEFITS	6
ARTICLE XII	JOB VACANCIES	6
ARTICLE XIII	PERSONNEL FILES	6, 7
ARTICLE XIV	NOTIFICATION	7
ARTICLE XV	RETIREMENT BENEFIT	7
ARTICLE XVI	SENIORITY & REEMPLOYMENT	7
ARTICLE XVII	EVALUATION	8
ARTICLE XVIII	GRIEVANCE PROCEDURE	8
ARTICLE XIX	PAYCHECKS	8
ARTICLE XX	TWELVE-MONTH AIDES	8
ARTICLE XXI	TEACHER AIDES WORKING WITH STUDENTS W/ SPECIAL PHYSICAL MANAGEMENT NEEDS	9
ARTICLE XXII	PROFESSIONAL GROWTH	9
ARTICLE XXIII	SALARY	9,10
ARTICLE XXIV	SCOPE AND DURATION OF AGREEMENT	10

PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York between the Hamburg Central School District (hereinafter referred to as the "Employer") and the Hamburg Teacher Aide Association, (hereinafter referred to as the "Employee") this Collective Bargaining Agreement (hereinafter referred to as the "CBA") is made and entered in the first day of September 1, 2011 by and between these parties.

ARTICLE I RECOGNITION

Section I: The Hamburg Central School District recognizes the Hamburg Teacher Aide Association as the exclusive representative of the Teacher Aides and full-time School Monitors (7 or more hours per day).

Section II: The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

ARTICLE II PRINCIPLES

Section I: Rights of Individuals: The legal rights inherent in the ruling and regulations of the Civil Service Commission affecting employees are in no way abridged by this agreement.

Section II: Management Responsibility: The Hamburg Teacher Aide Association recognizes that the Board of Education of Hamburg Central School District is the legally elected governing body responsible for the determining of policies covering all aspects of the Hamburg Central School District. The Board of Education must operate in accordance with all statutory provisions of the State and such other rules and the Commissioner of Education in accordance with such statutes promulgates regulations as. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything that is not specifically covered in this agreement remains the exclusive right of the Employer.

ARTICLE III ASSOCIATION ACTIVITIES

Section I: BULLETIN BOARDS

The Employer shall provide space on a bulletin board at a place designated by the Employer for the purpose of posting the following:

- A. Notices of association recreation and social affairs
- B. Notices of association elections
- C. Notices of association appointments and reports of association election results
- D. Notices of association meetings

There shall be no other general distribution, or posting by Employees of pamphlets, advertising or political matter, and notices of any other kind of literature upon school district property other than as herein provided. The Employer has the right to inspect and approve all material that the association proposes to post.

Section II: The Hamburg Teacher Aide Association shall be able to use the District mail service and e-mail for communications to teacher aides and full-time school monitors; however, that said use shall not interfere with the communication between the Board of Education and/or the administration and Employees.

Section III: An Employee, upon his or her request, shall be entitled to representation during meetings with a Supervisor for the purpose of discipline, dismissal, or written reprimand of the Employee.

ARTICLE IV DUES DEDUCTION

Section I: The Employer agrees to permit payroll deduction of membership fees to the Teacher Aide Association subject to the following conditions:

- A. The association is responsible for a letter of transmittal to the Employer certifying the rate of its initial membership dues. In the event of any change of rate of its membership dues during the life of this contract, a new letter of transmittal shall be sent to the Employer at least thirty (30) days prior to the effective date of such coverage.

- B. The association assumes all responsibility for preparation, printing, and processing of the payroll deduction authorization form.
- C. Authorized deductions shall be in equal payments, a maximum of twenty-two (22) equal payments, commencing in September.
- D. Authorized deductions to be remitted to the association at the conclusion of each pay period.
- E. The association agrees to indemnify and hold the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for association dues under this Article.
- F. The Employer agrees to deduct agency fees from the salary of bargaining unit members who chose not to join the Teacher Aide Association and transmit these monies to the Teacher Aide Association in the same manner as dues deductions specified above.

Section II: The Employer agrees to permit, as a voluntary payroll deduction, the New York State United Teachers' Benefit Trust.

ARTICLE V ANNUITIES

The Employer agrees to maintain a tax sheltered annuity program for eligible Employees in accordance with the Provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended. Employee elective contributions will be remitted to 403(b) vendor(s) selected by the Employee from a list of such vendors approved by the District. The Employer does not assume and disclaims all legal responsibilities to the Employee that salary deferred or the premiums paid for the annuities so purchased, or any part thereof, shall be excluded from the gross income of the Employee.

ARTICLE VI HEALTH REQUIREMENTS

The Employer has the legal authority to establish health standards for its Employees. In setting such standards, however, the Employer will assume the cost of required medical examinations.

ARTICLE VII ABSENCES AND LEAVES

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK.

Section I: Maternity – Child Care Leave

- A. An Employee shall be entitled to a child care leave of absence without pay or benefits for a period extending through the balance of the school year in which the leave commences and the following school year. For purposes of this provision only, a school year is September 1 through June 30. The Employee shall have their health insurance continued as required by the Family Medical Leave Act (FMLA). An Employee shall notify the Superintendent/Designee in writing sixty (60) days in advance and request an appointment to discuss their leave. An Employee desiring to be reinstated following the childcare leave shall submit a letter of intent to the Superintendent/Designee two (2) months prior to the date the leave expires.
- B. A childcare leave may be terminated by mutual consent of the Employer and Employee in extenuating circumstances, such as miscarriage or non-survival of the child.
- C. If an Employee adopts a child, the Employee may take a leave without pay or benefits (timing to be the same as above).

Section II: Illness and Bereavement Leave

A. Personal Illness

Following appointment to the staff, sick leave at full salary shall be granted to the Employee pursuant to the following schedule:

1. Upon employment, an Employee after thirty (30) calendar days shall receive sick leave prorated to June 30.
2. Every year thereafter each Employee will receive fifteen (15) days of sick leave that shall be cumulative to two hundred and ten (210) days.
3. The Employer reserves the right to require a medical certificate indicating the Employee's fitness to work.

B. Family Illness

An Employee shall have the right to use a maximum of seventeen (17) days of his/her sick leave in any one (1) year in case of serious illness or injury of his/her immediate family. (Immediate family

is defined to include only: husband, wife, children, stepchildren, parents, sister, or brother.) If the Employee is the sole living relative of another person, seven (7) of the seventeen (17) days may be used for that person's illness or injury.

C. Sick Leave Bank

Employees who work 20 hours or more per week will be eligible to participate in the sick leave bank if, on September 1 of the school year, they have:

1. Twenty (20) or more days of accumulated sick leave or less than twenty (20) days of accumulated leave but have three or more years of service in the District, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.
2. An Employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank.

The Superintendent/Designee according to the following regulations will administer the sick leave bank:

1. Each participating Employee will contribute two (2) days of accumulated personal sick leave on an irrevocable basis in September of each year unless the total number of days in the bank is one hundred and fifty (150) or more days on September 1. If there are one hundred and fifty (150) or more days, current members may remain in the bank without contributing a day and new members may join by contributing two days (2) of accumulated personal sick leave.
2. A participant must exhaust all personal sick leave days before using the sick leave bank.
3. An Employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one that results in a continuous absence or the reoccurrence of a continuing illness under the care of a physician. A physician's statement as to the nature of the disability or illness and estimate of the duration of the absence shall be submitted upon application for sick leave.
4. A participant of the sick leave bank may apply for up to thirty (30) days of leave per year. The Superintendent/Designee shall decide the number of days up to thirty (30) per year that any one (1) Employee may be eligible to use. Should the disabling injury or illness continue a second application for up to an additional thirty (30) days may be submitted.

- D. Bereavement:** Bereavement leave will be granted for the first seven (7) calendar days following the death of an immediate family member, if necessary. (Immediate family is defined to include only: wife, husband, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step mother, step father, step children, step brother, step sister.) Three (3) days will be granted from accumulated sick leave for the death of an aunt, uncle, niece or nephew. These days may be used only between the time of death and the funeral.

Section III: Accidents

- A. Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the Employee's accumulated sick leave. The Employer shall pay to such Employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the Employee continue full salary beyond expiration of ten (10) months during which he/she would be eligible to receive salary.
- B. An Employee injured as a result of conditions during the performance of duty for any Employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

Section IV: Individual Leave of Absence

- A. An Employee may request an individual leave of absence without pay and/or benefits for a special purpose. An Employee desiring such a leave shall file a written statement of his/her needs with the Chief School Officer who shall make his recommendation to the Board for their action.
- B. An Employee, upon return from a leave, will be assigned to a position with approximately the same number of work hours as previously worked. If the Employee's position was filled by a long-term substitute during the individual leave of absence, the Employee shall be returned to the same position.
- C. An Employee of this bargaining unit may not request an individual leave of absence to accept another position.

Section V: Special Leave

- A. The Employer grants each Employee two (2) days of special leave, not cumulative, with pay. Any special leave days not used will be added to the Employee's sick leave time the following year, provided that the maximum sick leave may not exceed two hundred and ten (210) days.
- B. It is understood that should such leave be requested for the one (1) or two (2) days immediately preceding or following a holiday, vacation, recess period, or during September 1-15 or June 1-30, such leave must have the prior approval of the Superintendent/Designee and be for one of the following reasons:
 1. Funerals for Other Than Immediate Family
Interpretation: To enable an Employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.
 2. Obligation to Appear in Court, Such as,
Interpretation: To enable an Employee to appear before a judicial body at a specific time as required.
 - a. Liability Case
 - b. Property Settlement
 - c. Important Family Situation
 3. Transportation Failure
Interpretation: Emergency, vehicular failure caused by weather conditions or mechanical trouble which prevent the Employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.
 4. Special Situations, Approved by the Superintendent/Designee:
Interpretation: To enable an Employee to attend a graduation or wedding of the Employee or an immediate family member (immediate family member is defined to include only: parents, sister, brother, wife, husband, child, in-laws, grandparents, grandchildren), to attend to health emergency in the immediate family, or to enable an Employee to participate in an activity which in the judgment of the Superintendent/Designee and Chief School Officer will be beneficial to the Hamburg Central School District. In the event that serious interruption of work will result as a consequence of a large number of Employees taking leave on any one day, the Employer reserves the right for this reason to deny a request.

Section VI: Part-Day Absences

It is understood by the Employer and the Employee that there are valid, approvable circumstances that may cause the Employee to be absent from work for a portion of the work day. A one-half day absence shall be defined as occurring either between 7:50 a.m. and 11:30 a.m. or between 11:30 a.m. and 3:20 p.m. A partial school day absence that starts after 7:50 a.m. and ends after 11:30 a.m. shall be charged as a full day of absence. (Note-For Employees with different work schedules, a half-day absence will be charged for a half-day or less of the Employee's regular work day and a full-day absence will be charged for more than one half of the Employee's regular work day.)

A. Absences Covered by a Leave Policy

1. Absences of one hour or less during the Employees' work day, with prior approval of the principal or supervisor, will not be charged against any accumulated leave time.
2. Full time unit members may use accrued leave time for absences of ½ day or less and will be charged for ½ day of leave.

B. Absences Not Covered by any Leave Policy

1. Any Employee absent for any portion of the day will be charged with a full day's absence and a full day's pay.

Section VII: Jury Duty

- A. Any Employee who has been called to jury duty shall notify his/her immediate supervisor immediately.
- B. An Employee excused from jury duty shall report to work.
- C. The Employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.
- D. Any Employee serving on jury duty (with the exception of federal grand jury) will receive his/her regular salary during such period.

ARTICLE VIII HOLIDAYS

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK.

Employees shall be entitled to and be paid for all District designated holidays when they fall within the Employee's span of work weeks from September 1 through June 30.

The Employer will designate these days, but the Employees shall be given notice of the days on or before June 30 for the year commencing July 1.

ARTICLE IX WORK

Section I: The total number of work days for each Employee per school year and the number of hours that each Employee works per day shall be determined by the Superintendent/Designee; notwithstanding the foregoing, the total number of work days shall not exceed the number of Employee work days in the teacher calendar. If an Employee's work schedule is for thirty five (35) hours per week, the normal workday will be from 7:50 a.m. to 3:20 p.m. The Employer, upon prior notification to the Employee, may deviate from the above times to a maximum of thirty (30) minutes.

Section II: All Employees who work twenty (20) or more hours per week shall receive an uninterrupted duty-free lunch period of thirty (30) minutes without pay each day.

Section III: Full-time monitors will not work staff development days and, therefore, will not be paid for staff development days. If the Superintendent/Designee and the Employee's immediate supervisor request the full-time monitor to work during staff development days, the Employee will be paid.

ARTICLE X PROTECTION OF EMPLOYEES

Section I: Employees shall be required to report, in writing, within twenty-four (24) hours if possible, any case of alleged assault or personal property damage in connection with their employment. The report shall be submitted to the appropriate building principal.

Section II: The administrator shall promptly investigate the alleged assault or personal property damage and he shall take such action, as he deems necessary.

Section III: In the case of an assault by a pupil or non-pupil, the Employer will provide legal counsel to defend any Employee in any action arising out of any claim, demand, suit by reason of alleged negligence, or other act resulting in accidental bodily injury or death of any person or in accidental damage to, or destruction of, property within or without the school building, providing such Employee, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment and under the direction of the Employer.

Section IV: If criminal or civil proceedings are brought against the Employee alleging that he committed an assault against the pupil during the discharge of his duties within the scope of his employment or under the direction of the Employer, the Employer will furnish legal counsel to defend him in such proceedings.

Section V: Should any Employee be discharged or suspended by the Employer for conduct in his employment which results in litigation, whether instigated by the Employer or by a third person, said Employee shall be entitled to back pay if said Employee is found to be without culpability by the courts and is reinstated to his position by the Employer.

ARTICLE XI HEALTH BENEFITS

Section I: The District will provide health insurance through the NY44 Health Benefits Plan Trust for all members of the Bargaining Unit. Any Employee who accepts health insurance from the District must participate with the NY44 Health Benefits Plan Trust. The District will contribute 85% of the plan costs. In the event the District no longer offers health insurance coverage through the NY44 Health Benefits Plan Trust, the District's contribution for any successor health insurance coverage shall be 85% of the lowest HMO rate offered by the District.

Part-Time Employees: For part-time Employees (20 hours or more), the Employer will contribute a percentage of the cost. The percentage of the Employer's contribution will be determined by the percentage of employment. Employees working 35 hours or more per week will be considered full time.

Section II: No overlapping types of medical insurance shall be permitted. The Employee must choose between coverage provided under this contract and the coverage available through a spouse.

Section III: The Hamburg Teacher Aide Association shall have the sole authority to determine the types of dental coverage to be offered by the benefit trust. The District will make a payment to the benefit trust. The amount will be paid in two (2) installments during the year; July 1 and January 1, according to the following Schedule:

2011-2012	\$25,000
2012-2013	\$25,000

The District will be allowed to review the benefit trust's business records to ensure that the public monies contributed to the benefit trust have been expended in a manner consistent with the stated purpose of the benefit trust.

Section IV — Retirement

If requested upon retirement, the Employer would continue to enroll the Employee in the District's health plan. The Employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the District. When one hundred and ten (110) Employees are enrolled, the charge will be 2.5%; one hundred and fifty (150) Employees, 2.75%; two hundred (200) employees, 3%.

Section V: The District will establish a "health reimbursement account" under IRC Section 105-h for each permanently appointed unit member who is regularly scheduled to work thirty (30) or more hours per week. For members working between twenty (20) and thirty (30) hours per week, the amount will be pro-rated according to their payroll status.

[Note: The parties agree to negotiate the funding of the 105-h plan during negotiations for a successor to the 2011-2013 agreement.]

ARTICLE XII JOB VACANCIES

Section I: In the event there are any job vacancies/newly created positions, such jobs shall be posted on a bulletin board in each school building for five (5) working days. The posting shall contain the location, the assignment (if it is a one-on-one assignment, it will be indicated on the posting) and the number of hours per week. Any information related to vacancies posted from July 1 - August 19 will also be available by access to the District website. Vacancies will not be posted between August 20 and the opening day of school.

Section II: If an Employee wishes to transfer to a different teacher aide position, a request must come from the individual in the form of a letter to the Superintendent/Designee with a copy sent to the immediate supervisor.

Section III: Transfers to positions in the Employee's own building, as well as from one building to another, shall be made on the basis of their ability and performance of duty but shall be governed by seniority where equal ability and performance of duty have been demonstrated. A request for transfer does not assure procurement of the transfer.

ARTICLE XIII PERSONNEL FILES

Section I: All Employee files shall be maintained under the following conditions:

- A. The Employee, upon request to the appropriate administrator, shall have the right to review the contents of his/her file (maintained by the personnel office) during normal working hours, including any portion of the file electronically stored, except pre-employment references.

- B. Upon written request to the appropriate administrator, single copies of material from his/her file, with the exception of pre-employment references, shall be made available to the Employee. A copy of the request shall be placed in the file attached to the item requested.
- C. The Employee shall have the right to respond in writing to any material to be filed, except pre-employment references, which serves to evaluate the performance or service of said Employee. The response shall be reviewed and signed by the appropriate administrator and attached to the file copy.
- D. No material, except copies of notification forms received by the District from the Southtowns Teachers' Center to indicate satisfactory course completion and pre-employment references which serves to evaluate the performance or service of an Employee shall be placed in the files unless the employee has had an opportunity to read the material and initial it. Such signature does not necessarily indicate agreement with the content. Upon satisfactory completion of each course of study, a copy of the notification form (referred to above) received by the District from the Southtowns Teachers' Center shall be placed in the Employee's file.

ARTICLE XIV NOTIFICATION

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK.

An accounting of accumulated sick leave will be given to each Employee entitled to sick leave. Each Employee will also receive a statement of salary and fringe benefits.

ARTICLE XV RETIREMENT BENEFIT

The Employer will provide Section 41J of the New York State Employees' Retirement System which is the application of unused sick leave as additional service credit upon retirement. In an effort to encourage SRP attendance and help with substitute shortages, the District will provide \$35.00 per day up to two hundred and ten (210) days at the time of retirement.

ARTICLE XVI SENIORITY & REEMPLOYMENT OF TEACHER AIDES

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK. A joint committee will be developed to approve and oversee the required classes which consist of sixty (60) clock hours of study. The joint committee will consist of two (2) Employees appointed by the Chairperson of the Hamburg Teacher Aide Association and one (1) Administrator appointed by the Chief School Officer.

- A. On the effective date of which the Employee begins employment in the District, the Employee will be placed on the non-in-service seniority list.
- B. A joint committee will be established to develop a course of study to total sixty (60) clock hours.
- C. Upon satisfactory completion of the sixty (60) clock hours of study, the Employee will be placed on the in-serviced seniority list and notified of his/her placement on said list. A copy of the notification will be placed in the Employee's personnel file.
- D. All new Employees will be added to the District Seniority List and have a two-year period from date of hire to complete their required 60-clock hours of in-service. Any new hire who fails to complete the 60-clock hour coursework in two years of date of hire will be ineligible for continued employment and deemed resigning from their position. Prior to this resignation taking effect, the Employee will be notified of his/her opportunity to meet with the Superintendent/Designee in order to review their compliance.
- E. By May 15th of each year, a copy of the seniority list will be provided upon request of the chairperson of the Teacher Aide Association.
- F. Each employee will receive a tentative assignment by June 20th.
- G. All references to seniority in this Article refer to District seniority. District seniority will be defined as: Continuous employment from the first date of full employment until official termination of services.
- H. In the event that a position is not available by August 20th, the effected Employee shall bump the least senior teacher aide on the seniority list.

- I. Any Employee whose assignment ceases during the school year will be retained as a "District" substitute for the remainder of the school year.

ARTICLE XVII EVALUATION

All formal evaluations shall be conducted with the full knowledge of the Employee being evaluated. Each individual shall be informed of the criteria, procedure and timelines to be used for evaluations.

Employees shall be provided a copy of any evaluation prior to it being placed into the Employee's file. The Employee shall only sign the evaluation to indicate that he/she has received a copy. The Employee shall have the right to submit a written statement or rebuttal which shall be attached to the evaluation.

If an evaluation includes reference to work performance deficiencies which could lead to disciplinary action, the Employee will receive in writing, the corrective action needed, the assistance which can be provided to remedy the deficiency or problem, and a timeline for completion of corrective action set by the principal/supervisor, with input from the Employee.

Formal evaluations shall be completed and signed by the appropriate supervisor. There will be one formal evaluation every two (2) years, and completed by May 1st.

ARTICLE XVIII GRIEVANCE PROCEDURE

DEFINITION: A grievance is a claim by an Employee that there has been, as to them, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

STEP I: An Employee will first take the matter up informally or verbally with their immediate supervisor no later than ten (10) days after the alleged grievance first occurred.

STEP II: If the grievance is not satisfactorily resolved in Step I, the grievant shall present the grievance in writing to their immediate supervisor, within five (5) school days after the informal conference. The immediate supervisor shall render a decision in writing within five (5) days and present the written decision to the grievant.

STEP III: If the grievance is not satisfactorily resolved in Step II, the grievant may file an appeal in writing to the Superintendent/Designee within five (5) days after receiving the decision in Step II. The Superintendent/Designee shall meet with the grievant and his/her representative, if any, at a mutually agreeable date and time. The Superintendent/Designee shall have ten (10) days following the meeting to provide a written decision on the grievance to the grievant and his/her representative, if any.

STEP IV: If the grievance is not satisfactorily resolved by the Superintendent/Designee at Step III, the association may request arbitration within fifteen (15) days of receipt of the Superintendent/Designee's answer. The arbitrator shall be chosen and the arbitration governed by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The arbitrator is not to modify, enlarge, or restrict the provisions of this agreement. The authority of the arbitrator does not extend to matters that are not covered in this contract. The decision of the arbitrator shall be binding by both parties.

RIGHT TO COUNSEL: Both the Employer and the Employee have the right to legal counsel and/or a representative of the association at each stage of the grievance procedure.

ARTICLE XIX PAYCHECKS

Effective July 1, 1994, a ten-month Employee shall have the option of either 22 or 26 paychecks for the next school year by writing a letter to the personnel office prior to August 1, indicating his/her choice.

ARTICLE XX TWELVE-MONTH EMPLOYEES

Section I: The sections under ARTICLE VII, Absences and Leaves, shall apply during the months of July and August.

Section II: Vacations any full-time (twelve-month employee) shall be entitled to receive, after completion of one year of service, 10 vacation days.

**ARTICLE XXI TEACHER AIDES WORKING WITH STUDENTS WITH
SPECIAL PHYSICAL MANAGEMENT NEEDS**

- A. Effective on September 1, 2008, the assignment of any teacher aide to a student who's Individual Educational Plan (IEP) specifies a Personal Care Aide shall be reviewed to determine the teacher aide's eligibility for the \$.50/hour stipend for students with special physical management needs.
- B. If a child's IEP provides for a Personal Care Aide for any student, the Director of Pupil Services will present the IEP and his/her recommendation to the Superintendent/Designee of Schools as to whether the child qualifies as having special physical management needs.
- C. The Superintendent/Designee of Schools will review the information and recommendation provided by the Director of Pupil Services and will make the final decision whether or not a Teacher Aide will receive the additional stipend associated with working with a student who has special physical management needs.
- D. The Principal will make the actual aide assignment to the student.
- E. If the Superintendent/Designee determines that a student has special physical management needs, the teacher aide assigned to that student will receive the \$.50/hour stipend for the duration of the assignment.
- F. If the Superintendent/Designee determines that the student does not have special physical management needs, the Teacher Aide assigned to that specific student will not receive the stipend amount. Note: It is possible to be a Personal Care Aide and not receive the additional stipend if the designation of special physical management needs is not applicable.
- G. In the event that the teacher aide believes their position qualifies them for the stipend, they are able to submit written documentation supporting their claim to their immediate supervisor.
- H. The definition of a student with "Special Physical Management Needs" as described in above is interpreted as follows:
 - 1. Toileting involving hygiene and/or diapering and applies to the Teacher Aide assigned to a specific student who provides physical assistance to the student in the toileting process on a regular basis.
 - 2. Total Care: Feeding, grooming, and other activities of daily living, including hand- over-hand assistance and applies to a teacher aide assigned to a specific student who needs multiple services during the course of the school day that are specifically related to daily living skills. (e.g. A multiply handicapped student in a wheel chair who needs to be fed, groomed and hand-over hand transferred from his/her chair.)
- I. The determination of which students have special physical management needs and which teacher aides are eligible for the stipend shall be made on an annual basis.
- J. In the absence of the assigned Teacher Aide, a current full-time Teacher Aide who is assigned to act as the substitute Personal Care Aide for the student with special physical management needs shall be eligible for the stipend for the duration of the substitute assignment. The additional stipend will not be paid to a substitute teacher aide called from the Teacher Aide Substitute list.
- K. A duty statement will be given to each aide that will provide information regarding special physical management needs and will identify how assistance will be provided. These teacher aides who work with children with special management needs will receive training within the first two weeks of school. For aides hired during the school year, training will be provided as soon as possible.

ARTICLE XXII PROFESSIONAL GROWTH

Effective September 1, 2008, the District will pay the Southtowns Teachers' Center for the cost of required in-service courses. A joint committee will be formed to establish the required courses. (Refer to Article XVI, B.)

ARTICLE XXIII SALARY

Salary increases during the term of this Agreement shall be as follows:

2011-2012 Step movement only, for all unit members eligible to move on step.

2012-2013 For the 2012-2013 school year only, unit members shall be advanced one step on the salary schedule on January 22, 2013. [For the 2013-2014 school year and thereafter, full step movement shall occur on September 1 of each year unless otherwise agreed to by the parties.]

For the 2012-2013 school year only, unit members on Step N with eighteen (18) years or more of service with the District as of July 1, 2012 shall receive a \$200.00 stipend.

ARTICLE XXIII SALARY

STEPS	2011-2012	2012-2013
B		
C		
D		
E	9.69	9.69
F	10.05	10.05
G	10.45	10.45
H	10.98	10.98
I	11.70	11.70
J	12.15	12.15
K	12.75	12.75
L	13.75	13.75
M	14.75	14.75
N	15.10	15.10

An Employee, whose employment commenced September 1 to January 31, would be considered as having one (1) completed year of service on the following June 30. An Employee, whose employment commenced, February 1 to June 30 inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That Employee's complete year of service would be on July 1 the following year.

ARTICLE XXIV SCOPE AND DURATION OF AGREEMENT

Section I: Totality of Agreement This contract incorporates the entire understanding of both parties on all issues that have been discussed during negotiations.

Section II: Scope of Agreement The agreement shall supersede any rules, regulations, or practices of the Employer that shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the Employer with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Employer.

Section III: Conformity to Law If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced.

Section IV: Negotiations Procedure If either party to this agreement wishes to negotiate for a successor agreement, they shall notify the other party in writing by February 1 and negotiations will begin no later than May 1 of the final year of this agreement.

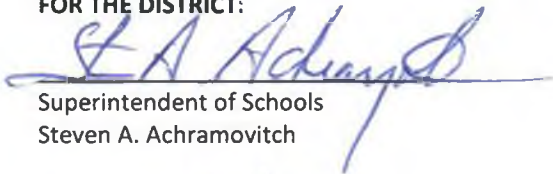
Section V: Duration This Agreement shall commence and become effective on September 1, 2011, and remain in effect until August 31, 2013 after which the terms of this Agreement are no longer in effect.

Section VI: Legislative Implementation

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS TAKEN SUCH ACTION.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement as of the day and year set forth below. The parties agree that facsimile signatures shall be as effective as if originals.

FOR THE DISTRICT:


Superintendent of Schools
Steven A. Achramovitch

Dated: 9/4/2012

FOR THE HTAA:


President, HTAA
Marilyn Knoll

Dated: 9/4/12

FOR THE HAMBURG TEACHER'S ASSOCIATION:


[name]

Dated: 9/4/2012