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Fayetteville-Manlius Central School
District And Teacher Aides &
Teaching Assts Assn

SD
AID

AGREEMENT

**FAYETTEVILLE-MANLIUS
SCHOOL DISTRICT**

AND

**FAYETTEVILLE-MANLIUS
ASSOCIATION OF TEACHER AIDES
AND TEACHING ASSISTANTS**

JULY 1, 2003

THROUGH

JUNE 30, 2005

RECEIVED

NOV 24 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

111

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AGREEMENT

Between Fayetteville-Manlius Central School District ("District") and Association of Teacher Aides and Teaching Assistants of Fayetteville-Manlius ("Association") to govern the terms and conditions of employment.

ARTICLE I RECOGNITION

The District agrees that the Association is the exclusive bargaining agent for all teacher aides and teaching assistants (Employees).

ARTICLE II DEFINITIONS

- a) Teacher aide is an Employee whose major responsibility is in the non-instructional area and may encompass both clerical and supervisory assignment.
- b) Teaching assistant is an Employee whose major responsibility is the provision of direct instruction to students under the general supervision of a certified teacher.
- c) Full-time teacher aide is one who is employed by the District for twenty-five(25) hours or more per week and is scheduled to work five (5) days per work week.
- d) Full-time teaching assistant is one who is employed by the District for thirty-seven and one-half (37 1/2) hours per week and is scheduled to work five (5) days per work week.
- e) Regular Employee is any Employee who is employed by the District for at least seventeen and one-half (17 1/2) hours, but less than twenty-five (25) hours per week and is scheduled to work five (5) days per work week.
- f) Part-time teacher aide is one who is employed by the District for less than seventeen and one-half (17 1/2) hours.
- g) Part-time teaching assistant is one who is employed by the District for less than seven and one-half (7 1/2) hours per day.
- h) Work year for bargaining unit members will be the same work days as teachers. These days shall be determined by the school calendar set up by the District.
- i) New Position is a position created by the District which was not previously in existence.

Article II (cont'd)

- j) Posting of Notice for the limited purpose of Article VII herein shall mean the written notification given the Association by the District in regard to a New Position or Reassignment opportunity.
- k) Additional hours for the limited purpose of Article VII herein shall mean if additional hours become available, the priority procedure set forth in Article VII (c) will be followed, and it is in no way a guarantee on behalf of the District that there will be any additional hours during a given School Year.
- l) Immediate Supervisor shall be the individual(s) to whom the Employee is directly responsible.
- m) School Year shall be July 1 through June 30.
- n) Probationary teacher aide is one who is employed by the District for less than twenty-six (26) consecutive weeks.
- o) Substitute Employee shall be any individual who is hired on a temporary basis and said individual is not entitled to any of the benefits set forth in this Agreement.
- p) A Long-term Substitute Employee shall be any individual who is hired on a temporary basis for a period of at least five (5) consecutive months and said Employee shall be entitled to benefits as defined by contract with the exception of Article VI-Other Leaves c) and d), Article X, Job Security a) and d), Article XIII, Insurance and Annuities and Appendix A c), Article XIX, Educational Course, Article XX, Time in Service and Appendix B.

ARTICLE III COMPENSATION

Wages shall be computed on an hourly basis in accordance with the following schedule:

Teacher Aides

- 1. A "probationary Teacher Aide" shall be compensated at the following hourly rates for the first twenty-six (26) consecutive weeks of employment.
 - a. For the 2003-2004 school year: \$8.58
 - b. For the 2004-2005 school year: \$8.88

Article III (cont'd)

2. All permanent Teacher Aides who have completed their probationary periods as noted in paragraph one (1) above shall be compensated at the following hourly rates:
 - a. All teacher aides hired on or after July 1, 1993:
 1. For the 2003-2004 school year: \$11.27
 2. For the 2004-2005 school year: \$11.66
 - b. All teacher aides hired prior to July 1, 1993 but after July 1, 1982:
 1. For the 2003-2004 school year: \$11.74
 2. For the 2004-2005 school year: \$12.15
 - c. All teacher aides hired on or before July 1, 1982:
 1. For the 2003-2004 school year: \$12.34
 2. For the 2004-2005 school year: \$12.77
3. Substitute Teacher Aides/Long-term Substitute Teacher Aides shall be compensated at the same rate as "new" probationary Teacher Aide. However, after 26 consecutive weeks in same position, such employee shall be paid at the 2(a) rate above.

Teaching Assistants

Teaching Assistants' wages shall be computed on an hourly basis in accordance with the following rates:

1. All "new" part-time and full-time Teaching Assistants shall be compensated at the following hourly rates for the first twenty-six (26) consecutive weeks of employment.
 1. For the 2003-2004 school year: \$9.09
 2. For the 2004-2005 school year: \$9.41
2. Upon completion of the first twenty-six (26) consecutive weeks of employment, a Teaching Assistant will be compensated as follows:
 - a. All Teaching Assistants hired on or after July 1, 1993:
 1. For the 2003-2004 school year: \$11.79
 2. For the 2004-2005 school year: \$12.20

Article III (cont'd)

- b. All Teacher Assistants hired before July 1, 1993 and after July 1, 1982:
 - 1. For the 2003-2004 school year: \$12.21
 - 2. For the 2004-2005 school year: \$12.64
- c. All Teacher Assistants hired before July 1, 1982:
 - 1. For the 2003-2004 school year: \$13.29
 - 2. For the 2004-2005 school year: \$13.76
- 3. Substitute Teaching Assistants/Long-term Substitute Teaching Assistant shall be compensated at the same rate as "new" part-time and full-time Teaching Assistants. However, after 26 consecutive weeks in the same position, such employee shall be paid at the 2(a) rate above.

Longevity Payments

- 1. After completion of five (5) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2003-2004 school year: \$250
 - b. For the 2004-2005 school year: \$250
- 2. After completion of ten (10) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2003-2004 school year: \$350
 - b. For the 2004-2005 school year: \$350
- 3. After completion of fifteen (15) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2003-2004 school year: \$450
 - b. For the 2004-2005 school year: \$450
- 4. After completion of twenty (20) full years of District service, effective the following July 1, in addition to their salaries, employees shall receive annually:
 - a. For the 2003-2004 school year: \$550
 - b. For the 2004-2005 school year: \$550

For the purpose of numbers 1-4, an Employee commencing work between July 1 and September 30 will be deemed to have completed a full year of service the following June 30.

ARTICLE IV DUTIES

- a. It is expressly agreed to by and between the parties that the Building Principal or his/her representative is responsible for the assignment of the Employees and the allocation of Employee time in his/her building. Whenever possible, said assignment and allocation of Employee time will be made after consultation with the Employee's immediate Supervisor(s).
- b. Employees may be assigned to the following duties:
 - 1. Teacher Aides
 - a. Elementary School - The Employee may be assigned to any duty directly related to working with the immediate Supervisor or teachers inside and outside of the classroom.
 - b. Middle School - The Employee may be assigned to any duty directly related to working with the Team or immediate Supervisor inside and outside of the classroom.
 - c. High School - The Employee may be assigned to any duty directly related to working with a department staff or immediate Supervisor inside or outside of the classroom.
 - d. Library - The Employee shall while acting in the capacity as a Library Aide be assigned to the Library under the direct supervision of the Librarian.
 - e. Teacher aides may, on occasion in cases of emergency, be used as Teacher Substitutes. An effort to use a Teaching Assistant must be made first. When a Teacher aide is used in this capacity, she/he will be acting in a supervisory capacity only. This may include showing a film, administering an examination, or reading a story.
 - 2. Teaching Assistants
 - a. The Employee may be assigned to any duty directly related to the instruction of students or to the effectiveness/efficiency of the instructional program. These Employees include, but may not be limited to, Computer, ESL, K-1 Program, K-6 Science Program, and Special Education Program.
 - b. A Teaching Assistant may be used in the capacity of a Teacher Substitute but for no longer than one-half of a day. A Teacher Aide/Teaching Assistant, when acting in the capacity of a Teacher Substitute, will be compensated at their Assistant rate of pay.

See Appendix I.

Article IV (cont'd)

- c. The District will make the necessary arrangements to secure substitutes for teaching assistants who are absent from their positions for reasons of illness.

ARTICLE V
SICK LEAVE

Personal Sick Leave

- a) Employees who work twenty-five (25) hours per work week and who have worked for the District for at least ten (10) months shall be entitled to not in excess of twenty (20) working days per school year at their applicable compensation rate for personal illness.
- b) Employees who work twenty-five (25) hours per week and who have not worked for the District for at least ten (10) months shall accrue two (2) days per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a ten (10) month period.
- c) Days not used during the School Year shall be credited to each eligible Employee at the beginning of the following School Year, provided that the maximum accumulation of unused sick leave days shall be two hundred (200), and further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement.
- d) There shall be no accumulation of unused sick leave from an employer other than this District.
- e) The District may at its discretion request a doctor's certificate to determine eligibility of absence as sick leave hereunder if such absence is in excess of five (5) consecutive school days.
- f) By October first (1st) of each School Year, each Employee shall receive a written statement specifying the number of days of Sick Leave used during the previous School Year and the total number of accumulated days of Sick Leave.
- g) Sick Bank - See Appendix B.

Family Sick Leave

- a) All Employees who work twenty-five (25) hours per week, shall be entitled to five (5) days of Family Sick Leave for illness in the immediate family per School Year on a non-cumulative basis. These five (5) days of Family Sick Leave to be deducted from Employee's twenty (20) days of Sick Leave.

Article V (cont'd)

b) Immediate family consists of:

Husband	Guardian	Daughter
Wife	Sister	Father-in-law
Mother	Brother	Mother-in-law
Father	Son	"Almost Family"*

*"Almost Family" shall be a person who has had a long, exceedingly close family-type relationship with the Employee.

- c) In unusual circumstances, extensions to the above may be granted by the Superintendent or his/her designee, but such extensions will be deducted from the Employee's accumulated Sick Leave.
- d) An Employee intending to be absent on Family Sick Leave shall give said Employee's Immediate Supervisor adequate advance notice, with reasons, where practicable.

**ARTICLE VI
OTHER LEAVES**

a) Personal Leave

The intent of Personal Business Leave is to provide an Employee the opportunity to conduct business that cannot be performed other than during work hours.

All Employees who work twenty-five (25) hours per work week shall be granted three (3) days Personal Business Leave with full pay subject to the following:

1. No reason for the Leave need be given by the Employee at the time of the request.
2. Presentation of request to Supervisor forty-eight (48) hours in advance, except for emergency.
3. Approval of the request by the Supervisor.
4. It is not the intent of Personal Leave to be used to extend a holiday or vacation period.

b) Death in the Family

Each Employee shall be granted up to three (3) days leave with full pay for each death in the immediate family. Such leave shall be on a non-cumulative basis.

Article VI (cont'd)

c) Leave of Absence Without Pay

1. The District, at its discretion, may grant a Leave of Absence without pay up to one year. Requests for Leaves shall be submitted as far in advance as possible in writing to the Immediate Supervisor and shall state:
 - a) reasons for Leave
 - b) dates expected for beginning and termination of Leave.
2. While on Leave an Employee shall continue to maintain and accumulate years of District service up to a maximum of ninety (90) calendar days. It is expressly understood that should an Employee be serving his/her probationary appointment at the time of such Leave, the time on unpaid Leave shall extend the probationary period by the same length of time.
3. When an Employee returns from Leave, he/she shall be employed in the position, if such position is still in existence, he/she was performing when the leave began, providing he/she has the ability to perform such duties. Should the Leave extend beyond ninety (90) days, or should the position no longer be existing at the time of the Employee's return, the District shall review the circumstances surrounding the Leave, and it shall be at the District's discretion as to the position the Employee may return to following the Leave.

d) Parental and Maternity Leave

1. A Leave of Absence without pay may be granted to a Teacher Aide or Teaching Assistant by the District with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two years.
2. A Teacher Aide or Teaching Assistant shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy, or not less than one (1) month before the date of adoption in the case of adoption, as to said Teacher Aide or Teaching Assistant's election of the type of leave desired, which shall be one of the following:
 - a) Parental Leave of Absence without pay pursuant to Article VI-c.1 hereof (pregnancy or adoption); or
 - b) Sick Leave during the period when she is physically unable to perform her duties as a Teacher Aide or Teaching Assistant (pregnancy only); or
 - c) Sick Leave during said period of pregnancy-related disability plus a Parental Leave of Absence without pay commencing on termination of the said period of disability (pregnancy only). The notification to the District shall be submitted on the form attached as Appendix C- (1).

Article VI (cont'd)

3. Procedure

- a) For a Parental Leave of Absence, the commencement and termination date shall be agreed to by the Teacher Aide or Teaching Assistant and the Superintendent or his/her designee. In the event this period should need to be altered, any alteration shall be mutually agreed upon by the Superintendent or his/her designee and the Teacher Aide or Teaching Assistant.
- b) For Sick Leave during the period of pregnancy-related disability only, the Teacher Aide or Teaching Assistant shall, prior to commencing same, obtain from her personal physician and submit to the District written certification in the form attached hereto (Appendix C-(1)), as to the date of commencement of the disability and an estimate as to its duration.

At any time after such a Sick Leave has continued for a period of six (6) weeks after delivery, the Teacher Aide or Teaching Assistant, upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues. (Appendix C-(2).)

- c) For a combined Sick Leave and Parental Leave of Absence without pay, the Teacher Aide or Teaching Assistant shall first proceed with the provisions of Article VI, d.3b hereof; and then apply for Parental Leave in accordance with Article VI, d.3a.
- d) A Teacher Aide or Teaching Assistant who is on the Sick Leave portion of a Parental Leave may elect to return to work anytime prior to the beginning of the unpaid portion of the Parental Leave, thereby terminating the Leave at that point.
- e) Jury Duty

Each Employee required to serve on jury duty on a school day shall be granted leave with full pay for the period necessary in order to perform jury duty. Such absences shall not be deducted from any other leave of absence. The daily per diem paid by the court for jury duty shall be transferred to the District.

- f) Emergency Closing

- 1. The Superintendent shall retain the right, in his/her sole discretion, to close any or all buildings on any scheduled working day. In the event that a building is closed early (i.e., after scheduled time of arrival for Employees), no Employee shall be required to forfeit scheduled pay for said work. If school is closed before the start of a school day, then unit employees shall not forfeit scheduled pay for that day.

Article VI (cont'd)

2. Any Employee who is on authorized leave with pay when schools are closed due to weather conditions or other emergencies shall receive full pay for such days and shall not have said days deducted from his/her applicable leave allowance.

**ARTICLE VII
NEW POSITIONS, REASSIGNMENT AND ADDITIONAL HOURS**

a) New Positions

If a new position is created, the District shall send a written notice to the Association President or his/her designee of said position. Any Employee desiring such position must apply for it in writing within ten (10) days of the posting of the notice. If an Employee does so apply, said Employee shall be granted an interview promptly. One (1) day after completion of any required interview or within thirty (30) days after the posting of the required notice, whichever last occurs, the said position may be filled by the District from either among the applying Employees or from such other sources as the District determines.

b) Reassignment

1. An Employee who desires a change in hours, education level or duties covered by this Agreement which requires a transfer or change in assignment (including the filling of vacancies) shall file a written request with the District Office or with said Employee's Building Principal.
2. When an opening for a reassignment occurs, the District shall send a written notice to the Association President, or his/her designee of said position.
3. Any Employee who has previously filed a request for a transfer or reassignment must immediately after being notified by the District of such a vacancy reaffirm his/her desire for said transfer or reassignment to the Superintendent or to said Employee's Building Principal. If an Employee so reaffirms a desire for said transfer or reassignment, (s)he will promptly be granted an interview.
4. An Employee who has not filed a request for reassignment or transfer prior to the posting of the notice of a vacancy, and who desires such reassignment or transfer, must apply for it in writing within two (2) days of the posting of the notice. If an Employee does so apply, (s)he shall be granted an interview promptly.
5. One (1) day after the completion of any required interviews, or five (5) days after the posting of the notice, whichever last occurs, the District may reassign or transfer a requesting Employee to fill the vacancy from such other source as the District determines.

Article VII (cont'd)

c) Additional Hours

1. During each School Year in the event that additional hours become available for an Employee covered by the terms of this Agreement, the Employees in the buildings affected shall have priority to work said additional hours, providing they meet the qualifications set by the District for the additional time.
 2. If there is work to be done by a specific Employee on a day when school is not formally in session, such work may be done with the approval of the Employee's Immediate Supervisor and the Building Administrator. Compensation will be at the Employee's regular hourly rate.
 3. An Assistant or Aide will ordinarily work the prescribed number of hours per day. For any work additional to that, as directed by the administrator, which formerly qualified the Assistant or Aide for compensatory time, the Assistant or Aide will be compensated at the hourly rate.
- d) If a bargaining unit member is hired for a position which is for 25 or more hours per week, and such employee is involuntarily reduced in hours to less than 25 hours per week, then such employee shall continue to be eligible for benefits for up to 12 (twelve) months (at the same level as employees working for 25 or more hours per week). The bargaining unit members reduction in hours shall be considered by the district when filling future vacancies.

**ARTICLE VIII
ASSOCIATION RIGHTS**

- a) All Employees shall be notified of job renewal by the last day of the School Year.
- b) In the performance of its functions, the Association has the right to use designated bulletin boards, interschool mail services and unit employee mailboxes.
- c) The Association may use rooms in school buildings in the performance of Association business by prior arrangements with the appropriate Building Administrator. Association meetings may be held after pupil dismissal providing such use does not conflict with other prescheduled use of such space.
- d) A copy of the official agenda for regular Board of Education meetings who prepared will be mailed to the President of the Association prior to each regular meeting of the Board of Education. A copy of the official Board minutes will be mailed to the President of the Association following Board approval of said minutes.
- e) By the last work day in September, the District shall furnish the Association President and Treasurer with a current list of all unit employees, their scheduled hours and annualized rates of pay.

ARTICLE IX MANAGEMENT RIGHTS

The District has the right to direct, hire, promote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine Teacher Aide and Teaching Assistant qualifications, provided none of these functions shall be exercised so as to abrogate or nullify any specific provision of this contract or the laws of the State of New York.

ARTICLE X JOB SECURITY

- a) After completion of his/her probationary period (26) weeks, no bargaining unit member shall be dismissed, except for just cause.
- b) Evaluation of an Employee shall be continuous. Such evaluation shall be done by the Employee's immediate Supervisor and the Building Administrator.

An evaluation conference shall be held annually between the Employee and his/her immediate Supervisor. Evaluation shall be initialed by both parties and kept in the Employee's personal folder.

- c) In the event that the work performance of an Employee fails to meet the work standards and duties to be performed in said job, a written notice setting forth the deficiency or deficiencies involved will be provided to the Employee and a copy sent to the designated representative of the Association.
- d) Upon receipt of said notice, the Association may file a grievance and said grievance will be processed in accordance with the terms of this Agreement. Discharge of an Employee for failing to meet the work performance standards and duties for said job will not occur while said grievance is pending.

ARTICLE XI MEETINGS

Prior to the commencement of school in September, there shall be a program in each building led by the Building Principal or his/her representative. The purpose of such meeting shall be for indoctrination to rules, regulations and specific duties in individual schools.

In addition, employees shall attend orientation, awareness, inservice, or training meetings in accordance with local, state or federal requirements as to employee or student health, safety, or welfare. These meetings may be held outside of the normal workday and, if so, employees shall be compensated for the additional time at their regular rate of pay.

ARTICLE XII PAID HOLIDAYS

All Employees who work at least seventeen and one-half (17 1/2) hours per week shall be paid at their applicable hourly rate for the hours they are scheduled to work for the following eleven (11) days hereby designated as holidays:

Columbus Day	Day after New Years
Veteran's Day	Martin Luther King Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Years Day	

To be eligible for holiday pay, the Employee must have worked all hours for which (s)he is scheduled to work on the day preceding and the work day following such holiday and must have been in the employ of the District for at least one (1) month continuously up to the time of such holiday. In the event an Employee has a bona fide illness which prevents him/her from working on the day preceding or on the day following a holiday, the District may request from him/her satisfactory proof of such illness to substantiate the claim of illness.

ARTICLE XIII INSURANCE AND ANNUITIES

- a) During the term of this Agreement the District shall provide the Health Insurance and Dental Plans currently in effect for non-instructional personnel to all Teacher Aides and Teaching Assistants who elect said coverage and who work at least twenty-five (25) hours per week. The Health Insurance and Dental Plans shall be in accordance with Appendix "A" attached hereto and made a part hereof this Agreement.
- b) Tax-sheltered Annuities - The District shall make payroll deductions for the purchase of tax-sheltered annuities in accordance with the applicable deduction authorization of each Employee.

ARTICLE XIV RETIREMENT PROGRAM

The New York State Twenty-five (25) Year Career Retirement Plan; Section 41 (j) of the New York State Retirement and Social Security Law; and Section 60 (b) of the New York State Retirement and Social Security Law, shall remain in full force and effect during the term of this Agreement, for all eligible Employees.

ARTICLE XV GRIEVANCE PROCEDURE

a) Statement of Purpose

The Association, by proposing this grievance procedure, assumes the responsibility for maintaining high standards. The Board recognizes that in the interest of effective personnel relations, a procedure is necessary whereby the Employees of the District can be assured of a prompt, impartial and fair hearing on their grievances. Its purpose is to provide an orderly method of settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of the Agreement or Administrative policy as set forth in Rules and Regulations of the Board. Such procedure shall be available to all Employees and no reprisal of any kind shall be taken against any Employee initiating or participating in the Grievance Procedure.

b) Provisions

1. The Association shall have the right to initiate a grievance arising out of a District breach of this Agreement affecting an Employee.
2. There shall be two (2) phases of the grievance procedure designated below as Informal Phase and Formal Phase.
3. The number of days indicated at each level shall be days when school is in session and will be considered as a maximum.
4. In the event a grievance is filed on or after May 15, the parties shall use their best efforts to complete processing thereof prior to the end of the school term.
5. If the Administration or any designated representative of the Board fails, at any level, to hold a conference or give an answer within the time limit specified, the grievant or the Association through its Grievance Committee at his/her or its election may advance to the next level in the Procedure.
6. Nothing in the Procedure shall prevent the grievant on his/her own volition from withdrawing a grievance at any level of the Procedure.
7. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record, which shall consist of the written grievance, all exhibits and communications exclusive of the Informal Phase of the Procedure. A copy of such record shall be sent to the Association's designee.
8. The Official Grievance Record shall be filed separately from the personnel file of the participant.

Article XV (cont'd)

c) Procedural Steps

1. Informal Phase

- a. Within ten (10) days of the alleged grievance, the grievant shall discuss his/her grievance with his/her Immediate Supervisor, specifying that the discussion constitutes a grievance under this Article. If the grievant desires, an Association representative may be present. If a grievance originates with the association pursuant to provision B.1 of this Article, the Building Principal of the school in which the grievance originates shall be considered as the Immediate Supervisor with whom the Association is to discuss the grievance.
- b. If not settled by conference with the Immediate Supervisor, the grievant may, within two (2) days after said conference, discuss the grievance orally with the Superintendent or his/her designated representative. If requested by the grievant, an Association representative may be present.

2. Formal Phase

Any grievance which is taken to the Formal Phase hereunder must be in writing signed by the grievant, shall state the date and nature of the incident giving rise to the grievance and the reason why such incident constitutes a breach of the agreement, together with the desired remedy. Prior to delivery of the grievance to a representative of the District as set forth below, an authorized representative of the Association's Grievance Committee must have reviewed the grievance and indicated on it that it has been reviewed by dating and signing it. Where more than one (1) grievance arises from any one (1) incident each grievant shall sign one (1) grievance only so that all may be processed together. For purposes of this Article, the expression of time in days shall mean working days.

a) Level 1

If the grievance is not settled at the Informal Phase, the grievant may within four (4) days after completion of the Informal Phase file a formal written grievance with the Superintendent. Thereafter:

1. The Superintendent or his/her representative shall discuss the matter with the grievant and the Association's representatives within five (5) days of receipt of the written grievance;
2. The Superintendent or his/her representative shall give a written response to the grievant with a copy to the Association within three (3) days after the close of the discussion.

Article XV (cont'd)

b) Level 2

If the grievance is not settled at Level 1, the grievant may further appeal through the Association by:

1. Giving written notice thereof to the Board President within three (3) days after receipt of the written response at Level 1;
2. Within ten (ten) days of receipt of said notice, the designated representative of the Board, with the Superintendent, shall discuss the same with the grievant and the Association's representatives;
3. The Board Representative shall give his written response to the grievance within five (5) days after the close of the discussion.

c) Level 3

If the grievance is not settled at Level 2, the grievant may further appeal through the Association by:

1. Giving written notice thereof to the Board within three (3) days after receipt of the written answer of the Board Representative;
2. The parties shall meet within ten (10) days to begin the selection of an impartial Arbitrator;
3. Submit the grievance, along with the complete Official Grievance Record, to the Arbitrator for action.

d) Provisions for Arbitration

1. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
2. The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provision of this Agreement.
3. The decision of the Arbitrator shall be final and binding on both parties.
4. Fees and expenses of the Arbitrator shall be borne equally by the parties.

**ARTICLE XVI
RESERVATION OF RIGHT TO ABOLISH POSITIONS**

It is hereby expressly agreed to by and between the parties that the District reserves the right, upon at least thirty (30) days notice to the President of the Association, to abolish any and/or all of the positions of Teacher Aides and Teaching Assistants. The Association hereby agrees that upon receipt of said notice it, or its membership, will have no recourse against the District or the Superintendent under the terms of this Agreement, and the Association further agrees that the District will be under no obligation to provide employment within the District for the members of said Association.

In the event of the abolition of any and/or all of the positions of teacher aides or teaching assistants, this section will supersede sections VII and X of this agreement.

**ARTICLE XVII
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or ordinance, all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XVIII
TAYLOR LAW CLAUSE**

- a) Section 204-a of the Civil Service Law

Agreement between public employers and employee organizations:

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

**ARTICLE XIX
EDUCATIONAL COURSES**

Unit employees who receive prior approval from the Superintendent of Schools or his/her authorized designee, for educational courses at BOCES or adult education courses in a local school district, will be reimbursed for the cost of tuition, for one (1) course per year. Effective July 1, 2004, employees may apply for approval of courses offered by an institution of higher education to be reimbursed for the cost of tuition up to \$100.00 per year. This provision is intended for skill improvement and is not applicable for any course work, which is state mandated (i.e., child abuse recognition course).

ARTICLE XX TIME IN SERVICE

District-wide Time in Service is defined as the length of service of an employee covered by this agreement. Time in Service will begin to accrue the first day of the second year of employment for employees retroactive to the first day of the first year for employees working twenty-five hours a week or more. If the hours of an employee fall below 25 hours after the first year of employment at 25 hours or above, time in service will continue to accrue. Employees who split time between two or more categories will accrue Time in Service in the category in which the majority of time is spent. If the time is equally split between two categories, the employee will select the category in which to accrue time in service. Time in service will be counted in the following categories of Teaching Assistants:

K-1 Teaching Assistants
Computer/ K-6 Science
Special Education K-12/ESL Teaching Assistants/ISS

Time in Service will be counted as one general teacher aide category of teacher aides.

Time in Service will be considered only in the event of a position abolition, and will not be considered in job assignment decisions or reduction of hours, except as noted below. The District retains the right to transfer within categories.

Time in Service application will be limited to the specific area in which the abolition occurs. In other words, an abolition in the K-1 Teaching Assistants area will result in the less senior K-1 Teaching Assistant being released. The released Teaching Assistant will not be permitted access to the other areas noted above, regardless of his/her district wide time in service, but will be given an appointment to discuss his/her qualifications with the appropriate administrator if said teaching assistant has five or more years of service with the District. If the Teaching Assistant has less than five years of service with the District, then said employee can apply for a different position with the District but is not guaranteed an appointment to be considered for any vacancies in the District.

The same application would be applicable for the aides.

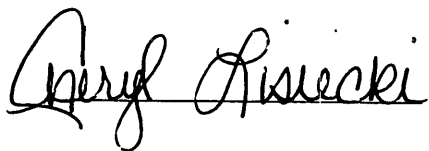
**ARTICLE XXI
TERM OF AGREEMENT**


Except as otherwise specifically noted, the terms of this Agreement shall be effective as of 1 July, 2003, and continue in full force and effect through 30 June 2005.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement, hereby set their hands and seals this day of June, 2003.

FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT

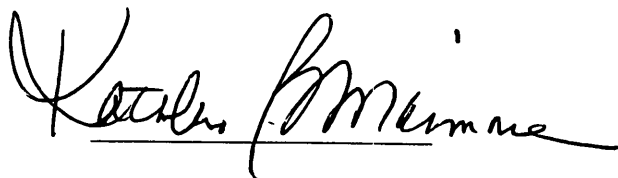
WITNESS:

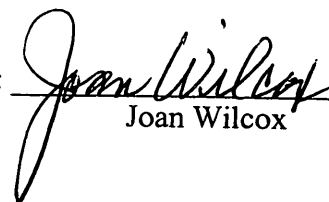


By: 
Philip Martin

ASSOCIATION OF TEACHER AIDES
AND TEACHING ASSISTANTS OF
FAYETTEVILLE-MANLIUS

WITNESS:



By: 
Joan Wilcox

APPENDIX A

Article 13a - Health Insurance

- a) The District shall provide a shared cost hospitalization and medical insurance plan as well as a dental insurance plan at not less than current benefit levels. The insurance carrier and/or program shall be determined by the District. Employer/Employee contribution shall be as follows:

1. Health Insurance -

	<u>Employee</u>
Individual coverage	10% or premium
Dependent coverage	15% of premium

2. Dental Insurance - The District shall contribute \$120 for each participating Employee. Peridontics and prosthetics will be added to the dental plan to the same extent that other non-instructional bargaining units enjoy.

- c) An Employee who retires from the District, providing said employee has at least fifteen (15) years of service with the District and be a minimum of 55 years of age, shall be entitled to maintain existing health, dental and vision benefits. For individual coverage the retiree shall contribute on the same basis as an active employee.

Dependent coverage may be maintained at full cost to the retiree. If the retired employee's coverage at the time of retirement included coverage for spouse, said spouse shall have the option, in the event of the death of insured Employee, of maintaining the coverage of said spouse and shall pay the full cost thereof.

- d) A moderate vision care plan shall be provided. Employee contributions shall be a percentage of premium: individual coverage 0%, dependent coverage 10%.

APPENDIX B

SICK BANK

A Sick Leave Bank for all Employees who work at least twenty-five (25) hours per work week was established 1 July 1981. The Bank is administered by the District according to the following guidelines:

1. The Sick Leave Bank shall be established by the contribution of two (2) days of accumulated sick leave from each participating unit employee. Those who choose not to participate may not join the bank for one (1) year thereafter.
2. The maximum number of days in the bank shall not exceed the maximum possible under #3 above (two [2] days times number of unit employees).
3. The bank may only be replenished once a year on the basis outlined in #1 above when and if the days remaining in the bank reaches fifteen (15) or less.
4. First year employees are excluded from participation in the bank. They may elect to join the bank at the beginning of their second year of employment by contribution of two (2) days of accumulated sick leave.
5. Only participating eligible employees may draw on the bank.
6. An eligible employee must first exhaust all of his/her accumulated sick leave and then be off the Fayetteville-Manlius payroll for five (5) consecutive days.
7. The school district may require medical documentation of any claim to the bank at any time.
8. An employee on workmen's compensation shall not be permitted to draw on the bank.
9. The purpose of the bank is to provide for lengthy periods of illness or non-work related injury.
10. Eligible employees may draw on the bank based on the following guidelines:
 - a) One (1) day for each year of full-time continuous employment with the Fayetteville-Manlius District;
 - b) One (1) day for each two (2) days of accumulated sick leave as of the beginning of the current school year;
 - c) The number of days arrived at by a) and b) above will be limited to the number of work days remaining for that school year.

APPENDIX C (1)
NOTIFICATION OF ELECTION AS TO PARENTAL
AND/OR MATERNITY LEAVE

DATE (three [3] months
previous to date leave will
commence)

TO: Superintendent of Schools
Fayetteville-Manlius School District

You are hereby notified in accordance with Article VI, Section G.2 that
the undersigned elects to take the leave designated below.

- _____ 1. Parental Leave of Absence without pay (d.2.a)
- _____ 2. Sick Leave during pregnancy related disability (d.2.b)
- _____ 3. Sick Leave during pregnancy related disability plus a Parental
Leave of Absence (d.2.c)

According to my current best estimate, the leave shall commence
_____ 20____, and shall terminate in accordance with the
applicable provisions of Article VI, d.3 as follows:

1. d.2.a: Parental Leave of Absence without pay
_____ 20____.

d.2.b or d.2.c: in accordance with the provisions of those subsections.

Teacher Aide's or Teaching Assistant's
Signature

APPENDIX C. (2)
SICK LEAVE DURING PREGNANCY-RELATED DISABILITY

I have examined _____ on _____

It is my professional medical opinion that, as of _____
she will be physically unable to perform the duties of her teaching position.
At this time it is my best estimate that this disability will cease on

_____.

DATED: _____

Physician's Signature

APPENDIX C. (3)

SIX WEEKS AFTER DELIVERY

I have examined _____ on _____.

It is my professional medical opinion that her pregnancy related disability
will cease on _____ and that she will be able to return to
full-time teaching after that date.

DATED: _____

Physician's Signature

APPENDIX D

PAYROLL DEDUCTION

The District agrees to such deductions from the salaries of its employees for the combined dues of the Local, State and National Associations. Authorization for said deductions shall be in writing and shall specify the associations for which the deductions are being made. The amount to be deducted each pay period shall be one twelfth (1/12th) of the sum of the dues for each association designated, or the equivalent agency fee deduction as required by law. The amount for the total dues deducted each pay period shall be transmitted to the Association by the District in accordance with current practice, and shall be forwarded to the Treasurer of the Association at the location designated by it. For members continuing on payroll deductions, a new payroll deduction card shall not be necessary each year. Authorization for members initiating payroll deductions shall be in the following form:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name First Initial Building Address

To: CENTRAL SCHOOL DISTRICT, Fayetteville-Manlius

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Association as my Representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association the dues designated below and certified to by the Association. I hereby waive all right and claim for said monies deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefore. I revoke all instruments, if any, heretofore made by me for any of the foregoing purposes. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

() Designated Local, State and National Association

Employee's Signature _____ Date _____

APPENDIX E

AGENCY FEE

1. The District shall deduct from the salary of each bargaining unit member, who is not a member of the Fayetteville Manlius Association of Teacher Aides and Teaching Assistants, an Agency Fee as a contribution towards negotiations and administration of the Agreement and representation of such employee. The Agency Fee, which shall be payable and forwarded to the Association, will be deducted in accordance with current dues deduction procedures and shall be an amount as specified by the Association.
2. In agreeing to withhold an Agency Fee from an individual who does not voluntarily become a dues paying member of Fayetteville Manlius Association of Teacher Aides and Teaching Assistants, the Association agrees to hold the District harmless against any and all claims that may arise out of any action taken for the purpose of complying with this provision.

APPENDIX F

Reduction in Force

If a reduction in force occurs in a category of Teaching Assistants or Teacher Aides, part-time positions under twenty-five hours per week in that category will be the first to be eliminated. It is understood that the part-time employee with the least time in service in that category will be the first to be excessed. If the part-time employee with the least time in service is working with a "high need" student, the part-time employee with the next least time in service will be excessed instead.

If there are no other part-time employees available, first-year twenty-five hour positions will be eliminated. Length of time in service again will be the criterion to be followed. If the first year twenty-five hour employee with the least time in service is working with a "high need" student the first year twenty-five hour employee with the next least time in service will be excessed instead. If a twenty-five hour employee is excessed that individual will be placed on a recall list and will remain on the list for two years. A twenty-five hour employee is one who works twenty five hours or more per week on a regular basis.

Individuals placed on a recall list will provide the District with a current mailing address. The District will not be held responsible if the individual changes mailing address and fails to inform the District.

APPENDIX G

Annualized Biweekly Payroll

Effective July 1, 2003, and continuing through June 30, 2005, Paychecks will be issued on a biweekly basis. The annualized salary shall be computed on the number of works days and applicable holidays less five days. The five days shall be paid at the completion of the school year upon the submission of time cards pursuant to the normal payroll schedule.

Unless the District and the Association reach a different agreement, the District, at their discretion, may return to paying Teacher Aides and Teaching Assistants on an hourly basis from time cards or continue to pay on an annualized basis after June 30, 2005.

The District and Association agree to meet and discuss the issue prior to implementing any change if requested by either party.

APPENDIX H

Hourly rate for Teaching Assistants who are also employed as Teacher Aides

Effective July 1, 2003, to June 30, 2005 unless the parties negotiate new language, on July 1, 2005, the provisions of this appendix shall expire and the hourly rate shall be based upon the assigned duties - Teacher Aide and/or Teaching Assistant.

1. All Teaching Assistants who are also assigned hours as a Teacher Aide shall be compensated at the appropriate Teaching Assistant hourly rate for all hours (Teaching Assistant and Teacher Aides).
2. It is the intent of the District to phase out such appointments wherever practical.

APPENDIX I

Teaching Assistants assigned as Teacher Substitutes

Effective July 1, 2003, to June 30, 2005. Unless the parties negotiate new language, on July 1, 2005, the provisions of this Appendix shall expire and the provisions of Article IV Section 2 shall apply and not this Appendix.

1. A Teaching Assistant may be used in the capacity of a Teacher Substitute when administratively assigned.
2. The District agrees that it is preferable to have a certified teacher as a substitute and shall strive to find a qualified substitute. However, a Teaching Assistant may be assigned as a Teacher Substitute at the discretion of the District.

Appendix I (cont'd)

3. When a Teaching Assistant is assigned as a Teacher Substitute such Teaching Assistant shall receive an additional two dollars (\$2.00) per hour to their regular rate of pay.
4. In so far as practical, the District shall not assign such duties to employees who notify the District of their preference not to be assigned as a Teacher Substitute.
5. For the duration of this provision (July 1, 2003 to June 30, 2005) upon request of either the Association President or the District Superintendent, the parties shall meet and confer regarding the application of this provision.