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Union: **Corning-Painted Post Teaching Assistant Association**

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AGREEMENT

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAR 13 2009

ADMINISTRATION

BETWEEN

CORNING-PAINTED POST AREA SCHOOL DISTRICT

and

CORNING-PAINTED POST
TEACHING ASSISTANT ASSOCIATION

JULY 1, 2007 through JUNE 30, 2011

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1.0 GENERAL INFORMATION

1.1 PREAMBLE

The City School District of the City of Corning and the Corning-Painted Post Teaching Assistant Association agree to the hours, wages and terms and conditions of employment as set forth in this agreement.

1.2 RECOGNITION

The Board of Education of the City School District of the City of Corning recognizes the Corning-Painted Post Teaching Assistant Association as the sole and exclusive negotiating representative for a unit of employees consisting of Board-appointed teaching assistants, but excluding all other employees of the District.

1.3 DEFINITIONS

As used in this agreement, the term

- a) "Board" shall mean the Board of Education of the City School District of the City of Corning;
- b) "Association" shall mean the Corning-Painted Post Teaching Assistant Association;
- c) "Superintendent" shall mean the Superintendent of Schools of the City School District of the City of Corning;
- d) "Teaching Assistant" or "employee" shall mean any person represented by the Corning-Painted Post Teaching Assistant Association as his or her negotiating representative;
- e) "District" shall mean the City School District of the City of Corning or the Corning-Painted Post Area School District;
- f) "Part-time teaching assistant" shall mean one who works fewer than six (6) hours per day, five days a week and ten months a year;
- g) "Full-Time teaching assistant" shall mean one who provides instructional services to students under the general supervision of a licensed or certified teacher, who is following a tenure track, and who works for six (6) hours per day or more, five days per week and ten months per year.

Duties of a full-time teaching assistant per Section 80-5.6 of the Commissioner's Regulations would include:

Working with individual pupils or groups of pupils on special instructional projects;

Providing the teacher with information about pupils that will assist the teacher in the development of appropriate learning experiences;

Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;

Utilizing their own special skills and abilities by assisting in the instructional programs in such areas as foreign languages, arts, crafts, music and similar objects;

Assists students in related instructional work as required.

1.4 SAVINGS CLAUSE

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if any adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles or parts thereof of this agreement or any addition thereto shall not be affected.

1.5 LEGISLATIVE APPROVAL

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

1.6 MANAGEMENT RIGHTS

Except as validly limited by the express provisions of this agreement, the District reserves the right to determine the standards of service to be offered by it; to set the standards for the selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and numbers of personnel by which its operations are to be conducted; to determine the content of job classifications; to allocate positions to pay grades; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the facilities, methods, means and technology of performing its work.

1.7 ZIPPER CLAUSE

This agreement constitutes the full and complete agreement between the District and the Association and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the District and the Association in a written, signed amendment to this agreement.

2.0 ASSOCIATION RIGHTS

2.1 RELEASED TIME

Released Time - If teaching assistants are required by the District to attend negotiations or grievance or other legal proceedings, they shall be saved harmless from work responsibility and loss of wages.

2.2 BOARD OF EDUCATION MINUTES AND AGENDA

Copies of the board minutes and the agenda for upcoming meetings will be made available to the President of the Association.

2.3 CONTRACT COPIES

The District will reproduce and make copies of this agreement available to the teaching assistants within twenty (20) workdays after ratification by the Association and legislative action by the Board.

2.4 SENIORITY, LAYOFF AND RECALL

The term seniority means the length of continuous service to the District while a member of this bargaining unit. Continuous service is not broken due to prior layoffs or leaves of absence without pay.

a) Seniority Lists

The District will create a seniority list of all teaching assistants based on their original date of hire. Seniority will control in matters of layoff and recall.

The District will create two separate and distinct seniority lists of all teaching assistants based on their hours of regular employment. Teaching assistants hired to work less than six (6) hours will be placed on a separate list. Said lists will be provided to the Association annually.

b) Placement on Lists

A teaching assistant will be placed on the seniority list in accordance with their years of service. A teaching assistant's original date of hire controls placement on the list.

Time spent on a leave without pay, twenty (20) or more consecutive work days, shall be deducted from the teaching assistant's total years of service, and such deduction may result in a teaching assistant with an earlier date of hire having less seniority than a teaching assistant with a later date of hire.

Note: FMLA cannot be deducted.

The date which the District notified a teaching assistant of an effective starting date will be the teaching assistant's date of hire. If two (2) or more teaching assistants have the same date of hire, their placement on the seniority list will be in accordance with District procedures for placement on the Board agenda.

c) Service Credit

Those teaching assistants currently employed by the District will receive a full year's credit for each year of service with the District through June 2003.

d) Layoff

For the purpose of reducing positions and subsequent layoff, the following procedure will prevail:

- (i) All non-certified teaching assistants will be laid off before any certified teaching assistants.
- (ii) Teaching assistants with less than six (6) hours per day will be laid off in reverse order of seniority, and teaching assistants with 6 hours or more per day will be laid off in reverse order of seniority on their respective seniority lists.

e) Preferred Eligibility List

Laid-off teaching assistants shall have their names placed on preferred eligible lists according to two classes:

- (i) less than 6 hours per day
- (ii) 6 hours per day or more

They shall be credited with their total years of service in the District as calculated in section (c) above. A teaching assistant's name shall remain on the preferred eligible list for seven (7) years or until such time that the teaching assistant refuses an offer to return to the same or a similar position from which the teaching assistant was laid off. The first refusal shall result in the teaching assistant's name being removed from the preferred eligible list.

(f) Recall Rights

The District will offer an open position to a teaching assistant on preferred eligible lists in reverse order of seniority according to two classes:

- (i) less than 6 hours per day
- (ii) 6 hours per day or more

2.5 GRIEVANCE PROCEDURE

Informal settlements at any stage shall be binding on parties to the settlement, but shall not serve as precedents in future grievance proceedings.

DEFINITIONS

- a) A "grievance" is a complaint which involves the interpretation of, application of, or compliance with the provisions of this agreement.
 - b) "Representative" shall mean the union Member or NYSUT Representative designated by aggrieved parties to act on their behalf.
 - c) "Grievant" shall mean the Association and/or person or group of persons in the bargaining unit filing a grievance.
 - d) "Workday" shall mean those days when teaching assistants are working during the typical school year. If a grievance is not resolved on or before the last day of school, efforts will be made to process the grievance before the beginning of the next school year.
 - e) CTAA shall provide the District on September 15th of each year a list of officers and building representatives. The District shall be notified of any changes.
- I. Stage I - Supervisor
- a) A grievant accompanied by an Association representative or another teaching assistant if desired, shall present a grievance orally to the supervisor within twenty (20) workdays after the grievance occurs.
 - b) The supervisor, grievant and the representative shall discuss the grievance and attempt to resolve it.
 - c) Within five (5) workdays after the presentation of the grievance, the supervisor shall render a decision and communicate same to the grievant and representative, if any.

II. Stage II - Superintendent

- a) If the grievant or the Association is not satisfied with the decision at Stage I, the grievant or the Association may file a written appeal with the Superintendent within five (5) workdays of receipt of the decision at Stage I. The appeal shall set forth the article or articles alleged to have been violated, a statement of the details of the event giving rise to the grievance, and the remedy sought.
- b) Within five (5) workdays after receiving the appeal, the superintendent, or his designee, shall hold a meeting for the purpose of attempting to resolve the grievance. In the event that the parties are unable to agree upon a resolution, the Superintendent shall render a written decision to the aggrieved and the Association within five (5) workdays after the meeting.

III. Stage III - Binding Arbitration

- a) After such a meeting, if the teaching assistant and Association are not satisfied with the decision at Stage II, and the Association determines that the grievance is meritorious, it may be submitted to arbitration by written notice to the Board of Education within fifteen (15) workdays after receipt of the decision at Stage II. The Demand for Arbitration shall serve as notice.
- b) The parties will then be bound by the Rules and Procedures of the American Arbitration Association.
- c) The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issue(s).
- d) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement.
- e) The decision of the arbitrator shall be binding.
- f) The costs for the services of the arbitrator will be borne equally by the District and the Association.

3.0 DISTRICT RESPONSIBILITIES

3.1 WORKDAY AND WORK YEAR

Upon employment, teaching assistants will be notified, in writing, of the number of hours, the number of days to be worked and their hourly rate of pay.

In the event that teaching assistants are not required by the Superintendent or his designee to report for a regularly scheduled workday or are released from their duties prior to the end of a regularly scheduled workday, they shall suffer no loss of pay. Where the State mandates that such lost time be made up, the District reserves the right to require teaching assistants to make up such days or parts thereof without any additional compensation.

3.2 ASSIGNMENT NOTIFICATION

The District will notify individual teaching assistants of their teaching assignment status, if determined, for the following year, during the month of June preceding.

If assignments are revised during the summer months, the District will notify affected individuals in a timely manner.

Article 2.5-Grievance procedure will not apply to this article.

3.3 PREPARATION TIME

Teaching assistant duties including preparation activities are to take place during their regular working hours. If needed, a paid time allotment for preparation will be so specified in the teaching assistant's salary notice.

3.4 VACANCY NOTIFICATION

During the school year, teaching assistant vacancies will be published in the Staff Bulletin.

3.5 EVALUATION

The process and the instrument will be developed through an APPR team, to be completed by September 1, 2008.

A description of the process and a sample of the evaluation instrument will be attached to this contract as an Appendix upon completion.

3.6 TRANSFER

The right of the District to transfer personnel within legal limits is recognized. Further, recognizing the often revitalizing effects of transfer, the District and the Association encourage teaching assistants to seek transfer when it will have a positive effect on both students and personnel.

Requests for transfer shall be in writing to the Assistant Superintendent for Administrative Services and will specifically designate the advertised vacancy for which the teaching assistant is applying.

3.7 TENURE

Effective July 1, 2008, a full-time, instructional teaching assistant following a tenure track will serve a three-year probationary period. The teaching assistant shall be evaluated a minimum of two (2) times per year, at least once each semester, during their three-year probationary period.

The teaching assistant will receive a copy of the evaluations and an annual review letter will be completed.

3.8 FAIR DISMISSAL

- a) Any full-time teaching assistant being denied tenure shall be so notified not later than sixty (60) days prior to the end of the probationary period.
- b) Any full-time teaching assistant who will not be retained for the coming year shall be so notified not later than sixty (60) days prior to the closing of school. Such notice shall be in writing and shall state cause for action taken.
- c) If the teaching assistant feels that the reason submitted by the Superintendent of Schools is invalid, the teaching assistant may pursue the matter by electing to take action at Stage II of the Grievance Procedure. Specifically under this clause an arbitrator's decision shall not have the effect of granting tenure.

3.9 JUST CAUSE FOR TENURED TEACHING ASSISTANTS

Alternative discipline and dismissal procedure of Just Cause as provided herein.

- a) No tenured teaching assistant shall be disciplined or dismissed without just cause. This Article shall not apply to probationary teaching assistants.
- b) For purposes of this Article, discipline shall be defined as a letter of reprimand, fine or suspension. Dismissal shall mean termination of services. For a document to be considered disciplinary, it must be in writing and labeled as reprimand or identified as a disciplinary measure.
- c) Counseling memoranda or documentation of incidents shall not constitute discipline and shall not be governed by the procedures herein. Teaching assistants shall have an opportunity to respond to any counseling memorandum or documentation of incident in writing and have the response attached. These documents shall not, however, be considered discipline for the purposes of this article.
- d) District Procedures:
 - 1. Prior to the imposition of any discipline or dismissal, the Superintendent or designee shall meet with the teaching assistant. The teaching assistant shall be given reasonable notice as to the time of the meeting and be told the nature of the meeting and the teaching assistant's right to union representation. If the teaching assistant wishes to waive the right to union representation, the waiver shall be in writing.
 - 2. The District shall deliver a statement of charge(s) and the proposed penalty simultaneously with the affected teaching assistant and the president of the Association. The statement of charge(s) shall contain a provision to allow the teaching assistant to elect the procedures of Section 3020a of Education Law or the alternative discipline and dismissal procedure herein. Such election shall be in writing.
 - 3. The Superintendent or designee shall allow the teaching assistant the opportunity to respond to the charge(s) and the proposed penalty before a decision is made imposing the discipline or dismissal.
 - 4. If the Superintendent or designee imposes discipline or dismissal, and the Association and the teaching assistant dispute the discipline or dismissal, the Association (with permission of

the teaching assistant) may invoke arbitration using the expedited arbitration process herein. The District and Association shall meet to mutually select an Arbitrator. Arbitration shall be invoked by filing simultaneously with the Superintendent and the arbitrator a notice of intent to arbitrate.

e) Arbitration Procedures

1. The parties agree that every effort will be made to hold the arbitration hearing within 30 days of the filing of the notice of intent to arbitrate and agree further that the hearing process and decision shall be completed within 60 days.
2. Should the arbitrator be unable to schedule a hearing within the agreed 30-day time period or a time period mutually acceptable to the parties, the District and Association will meet within three (3) days to agree on a new or substitute arbitrator. If agreement is not reached, the Association may file the Demand to Arbitrate with the American Arbitration Association requesting the process be administered under the Expedited Process.
3. The hearing shall conform to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. If post hearing briefs are required or requested by the arbitrator or by either party, said briefs are to be received by the arbitrator within 10 days of the conclusion of the hearing.
5. The arbitrator shall have 10 working days to render an award.
6. The decision of the arbitrator shall be final and binding on all parties to the proceeding.

f) The District may suspend a teaching assistant without pay whom it seeks to dismiss pending the disposition of the charge(s).

1. If the District or the arbitrator is unable or unprepared to proceed to arbitration on the scheduled date, a teaching assistant suspended without pay or terminated will be returned to the payroll, pending the outcome of the hearing. The teaching assistant shall remain on the payroll unless the teaching assistant or the teaching assistant's representative is unable or unprepared to proceed to arbitration, at which time, the suspension will be reinstated.
2. Should the District fail to file its brief, while the Association has filed its brief in a timely manner, or the arbitrator fails to render an award in accordance with the provisions of this Article, the teaching assistant suspended without pay or terminated will be returned to the payroll pending the outcome of the hearing.
3. The District must establish that there is Just Cause for the suspension without pay; otherwise, the arbitrator can order reimbursement.

g) Discipline involving reprimand shall follow the procedures set forth herein, except the procedure need not be expedited.

h) Except in the case of a teaching assistant who had been suspended without pay, no party-in-interest shall suffer a loss of pay or benefits by reason of attendance at or participation in a hearing. If the attendance of witnesses is required, the District will provide substitute coverage.

4.0 PROFESSIONAL RIGHTS

4.1 DUES DEDUCTION

- a) The District agrees to deduct Association dues from the wages of teaching assistants who individually and voluntarily authorize the District to make such deductions, and such monies will be forwarded promptly to the Association Treasurer. The authorization will be made in writing, using the form agreed to between the parties.
- b) The Association will certify to the District, in writing, the current rate of membership dues. The Association will give the District thirty (30) days written notice before the effective date of any change in membership dues.
- c) The District will deduct the dues from the salaries of the teaching assistants each pay period of every month, beginning on or before the first pay period of October and to be spread over the school year until the full amount of dues has been paid.
- d) The District will, no later than September 30 of each year, provide the Association with a list of teaching assistants who have authorized the District to deduct dues for the Association.
- e) Every thirty (30) days, if desired, the Association President may request a list of work locations, hours per week and position titles of all teaching assistants covered by this Agreement.

4.2 PERSONNEL FILE

The official District teaching assistant personnel file shall be maintained in the Central District Office. A teaching assistant shall have the right, upon twenty-four (24) hours notice to the Assistant Superintendent for Administrative Services, to review the contents of his/her personnel file. A teaching assistant shall have the right to have a representative accompany him/her during such review.

Any document placed in the personnel file after June 1, 1996 will be dated and will carry the notation: "cc: Personnel File." (District copies of District forms shall not require this notation)

The teaching assistant shall have the right to prepare an individual response to any material(s) placed in the file and the response shall be attached.

4.3 TRAVEL TIME

Teaching assistants assigned to more than one school on any given day will be provided with travel/adjustment time between schools.

4.4 UNPAID LUNCH

Teaching assistants will have a minimum thirty (30) minute, duty-free, unpaid lunch period which will be scheduled during the time designated for lunch in the building to which they are assigned or commencing one-half hour following such period.

4.5 RIGHT TO REPRESENTATION

In any case in which the administrator summons a teaching assistant for a conference involving teaching assistant discipline or which might lead to discipline (including personal matters of the particular

teaching assistant), the administrator, at the beginning of the meeting or beforehand, shall inform the teaching assistant of the right to have an association representative.

A teaching assistant shall then be granted up to three (3) hours to obtain an association representative.

5.0 LEAVES

5.1 SICK LEAVE/FAMILY ILLNESS

- a) Teaching assistants shall be granted eleven (11) paid sick leave days per year, prorated on a month's worked basis, cumulative to one hundred eighty-five (185) days.
 - 1) Teaching assistants must notify their immediate supervisor of absences, as early as possible to allow time to secure services of a substitute.
 - 2) Sick leave is to be used when teaching assistants are unable to attend to their duties because of mental or physical incapacities, temporary disabilities, family illness, or the need to seek medical consultation or assistance. The teaching assistant must use district forms for verification of the necessity for extended leave and for return to work planning.
 - 3) Maternity leave shall be granted in accordance with applicable laws and shall be treated in the same manner as any other leave for medical reasons.
 - 4) Sick leave shall also be granted for illness in their immediate family or that in their spouse's immediate family. Immediate family includes grandfather, grandmother, grandchild, mother, father, stepparent, son, daughter, stepchild, spouse, brother or sister, or other individual who qualifies as a dependent for income tax purposes.
 - 5) Once annual sick leave and accumulated sick leave have been exhausted, teaching assistants may make application to the Assistant Superintendent for Administrative Services for up to ten additional days in a fiscal year (after provision of all other leaves have been exhausted). A medical certificate of need will accompany the application. Upon return to work, the teaching assistant shall repay all days to the bank. Such repayment shall be at a rate of three days per year and shall be deducted at the beginning of the payback year. The total borrowed days may not exceed 10 days.
 - 6) Once a teaching assistant has exhausted all other sources of sick leave and emergency and personal leave, they may apply to the Superintendent of Schools or designee. In such emergencies, the Superintendent or designee has sole discretion of granting additional days from the sick leave bank. These days are not to be paid back.
 - 7) Summer School - Sick leave up to a maximum of two (2) days shall be cumulative up to a total of four (4) days if they are earned in consecutive summers. Sick leave days earned under this assignment are exclusive from any other sick leave policy.

b) SICK LEAVE INCENTIVE

A teaching assistant with ten (10) consecutive years of teaching assistant service in the Corning-Painted Post Area School District will be compensated upon retiring from the District at the rate of one dollar fifty cents (\$1.50) per year of District teaching assistant service, times the

number of accumulated sick days; (i.e., \$1.50 X 15 years of service X 130 sick leave days = \$2,925.00).

The total amount may not exceed five thousand dollars (\$ 5,000.00). (A period of leave of absence without pay shall neither count toward accumulated service nor constitute a break in service.)

The teaching assistant's sick leave incentive will be placed into a tax-deferred 403b account of their choice within 30 days of retirement from the Corning Painted Post School District. Such election must be made in writing 30 days prior to the payment to the 403b.

5.2 SERIOUS FAMILY ILLNESS

Teaching assistants may have up to five (5) days granted in one year in the event of serious illness or injury requiring bedside or household attention for a member of the employee's and his/her spouse's family as specified: grandfather, grandmother, parent, stepparent, child, stepchild, grandchild, spouse and sibling.

- a. Upon return to work, the teaching assistant shall submit to their immediate supervisor a statement specifying that the days used be deducted from the five (5) days permitted for serious illness in the family and stating which doctor was consulted.
- b. These day(s) shall not be deducted from the teaching assistant's sick leave.
- c. These days are not cumulative.

5.3 EMERGENCY AND PERSONAL DAYS

Teaching assistants will be granted two (2), non-cumulative, emergency or personal leave days per year prorated on a month's worked basis. These days will be granted upon forty eight (48) hours advance notice to their supervisor, provided, however, in the case of an emergency the time limit may be waived.

Once a teaching assistant has used two (2) personal leave days, s/he may apply for an additional day for cases of extenuating circumstances. The Superintendent, or designee, has sole discretion to grant or deny the additional day.

For an emergency or personal day immediately preceding or following a holiday or school recess, a reason must be given on the Request for Leave form. The Request for Leave form is found at the Appendix II of the Agreement.

Days are not cumulative from year to year. Any unused days will be credited to the teaching assistant's sick leave on July 1 of the succeeding year. If a teaching assistant is released from their position with the District, the District shall pay their regular daily rate for any pro-rata portion of the two (2) leave days which have not been used.

5.4 BEREAVEMENT DAYS

Teaching assistants may be granted up to five (5) days for each occurrence of death of a member of their immediate family or that in their spouse's immediate family as specified in Section 5.2.

Teaching assistants may be granted one (1) day of leave with pay for the deaths of other relatives. Other relatives shall be defined as the aunt, uncle, or first cousin.

Teaching Assistants may be granted one (1) day of leave with pay for the attendance at funerals of persons other than the immediate family. The granting of said days shall be at the discretion of the teaching assistant's immediate supervisor.

Procedures for bereavement leave will be:

In the event that the teaching assistant is unable to prepare a written request, the immediate supervisor may submit a statement for the teaching assistant who uses bereavement days. For funerals not in the teaching assistant's family, a copy of the published obituary should be attached to the written statement. If it is found that a teaching assistant has misused the bereavement day policy, their pay shall be deducted accordingly.

5.5 JURY DUTY

When teaching assistants are called for jury duty, they will notify their supervisor immediately. The District will then grant jury leave for the duration of the teaching assistant's responsibility to the court. Any daily rate paid to the teaching assistant for jury duty services shall be paid over to the District. In return, they will receive their regular rate of compensation and benefits during the time they serve. If the rate is less than for jury duty, the employees will keep the full amount paid them for jury service.

5.6 PART DAYS

Portions of leave days as set forth in Articles "Sick Leave," "Bereavement," and "Paid Leave Days" may be used in hour blocks of a teaching assistant's regular workday.

5.7 UNPAID LEAVES

The District may grant unpaid leaves of absence for a minimum period of one month and a maximum of one year, upon written request (with reasons) by the teaching assistant. Such leaves must be approved by the Board of Education prior to implementation.

Upon written request by the teaching assistant and final approval by the Assistant Superintendent for Administrative Services, leaves of absence without pay for periods of less than one month may be granted.

A leave of absence shall not result in loss of position or benefits. However, increments, longevity, and benefits accruing from longevity shall not accrue during a leave of absence that extends beyond ninety (90) days.

A teaching assistant on leave shall be entitled to continue health and dental coverage and shall pay the full premium or premium equivalent to the District, while on such leave. Failure to keep payments current shall result in a loss of coverage.

The leave may not be used for searching for or engaging in other employment. Such practice shall result in termination of employment.

The Board may grant a leave of absence without pay to any teaching assistant who is unable to perform the duties of the position because of illness, or illness in the immediate family. This will be based on

recommendation of the Superintendent or designee. The teaching assistant must request such leave in writing and provide the Assistant Superintendent with written certification of the illness from their physician. Such certification shall be received by the District prior to the commencement of leave.

A physician's statement, attesting to the fitness of the teaching assistant, may be required prior to the employee's return to work. The teaching assistant must use the District's forms for verification of the necessity for leave and for return to work planning.

Article 2.5 Grievance Procedure will not apply to this article.

6.0 HEALTH BENEFITS

6.1 HEALTH INSURANCE

All regularly appointed eligible teaching assistants will be entitled to receive individual, two-person, or family coverage and shall be entitled to coverage equivalent to the specifications of the Excellus BC/BS Blue PPO-H Plan.

6.2 DENTAL INSURANCE

The District dental care program shall be the Blue Shield Premium Credit Plan equal to the Blue Shield Dental Schedule A with the following riders: supplemental, basic, periodontics, prosthetics and orthodontic riders. Said riders shall be equal to the Blue Shield Schedule A.

6.3 VISION INSURANCE

- a) The District shall participate in the New York State United Teachers' Premier Platinum Vision Care Plan (annual benefit).
- b) This Plan shall be available for all teaching assistants, except those teaching assistants who elect to receive the monetary payment for declining coverage (Article 6.0 - HEALTH BENEFIT, Section 6.5 - DECLINING COVERAGE).
- c) For teaching assistants who are health insurance eligible under the provisions of Section 6, the district will pay fifty percent (50%) and the teaching assistant shall pay fifty percent (50%) of either the Single or Family Plan.
- d) Payment must be run through payroll deduction. Deductions will be withheld on a twenty (20) payroll cycle.

6.4 ELIGIBILITY FOR INSURANCE COVERAGE

Teaching assistants will be eligible for health and dental benefits if they meet the following criteria:

- a) Employment by Board appointment.
- b) Minimum expected employment duration of one (1) semester.
- c) 1) Effective July 1, 1996, minimum employment levels of twenty-five (25) hours per week;
2) Effective July 1, 2008, all new hires appointed to a full-time tenure track, as defined in Article 1.3.
- d) Once eligible, involuntary reassignment in employment will not remove eligibility, with the exception of the total elimination of the teaching assistant's employment.

- e) Such coverage may begin for a new teaching assistant or a newly eligible teaching assistant within 30 days of the date of employment by filing an enrollment application. Following the initial declination of insurance coverage, teaching assistants will be entitled to re-enroll on an annual basis during the month of June.
- f) In the event of continued employment, layoff or resignation during the month of June, health and dental insurance coverage shall continue through August 31. In the event of resignation during all other months, coverage shall continue through the end of the month.
- g) Teaching assistants who have regular, part-time assignments (carry forward from year-to-year) will be permitted to accept additional hours of work, associated with temporary manageability situations, and enjoy the temporary benefit of eligibility for health insurance.
 - 1) The practice of terminating eligibility for health insurance for these positions at the completion of the temporary assignment will continue;
 - 2) When additional temporary hours, associated with manageability circumstances, are assigned to teaching assistants, eligibility for on-going health insurance benefits also shall cease with the end of the assignment.

6.5 DECLINING COVERAGE

- a) Effective July 1, 2008, if a total of 1 – 15 teaching assistants eligible for health insurance coverage choose to decline coverage, they shall receive one thousand dollars (\$1,000.00) per year. Payment for declining coverage shall be made in the first pay period in June. In order to be eligible for the above-referenced buyout, the teaching assistant must decline coverage on an annual basis.
- b) Effective July 1, 2008, if a total of 16 – 24 teaching assistants eligible for health insurance coverage choose to decline coverage, they shall receive one thousand five hundred dollars (\$1,500.00) per year. Payment for declining coverage shall be made in the first pay period in June. In order to be eligible for the above-referenced buyout, the teaching assistant must decline coverage on an annual basis.
- c) Effective July 1, 2008, if a total of 25 or more teaching assistants eligible for health insurance coverage choose to decline coverage, they shall receive two thousand five hundred dollars (\$2,500.00) per year. Payment for declining coverage shall be made in the first pay period in June. In order to be eligible for the above-referenced buyout, the teaching assistant must decline coverage on an annual basis.
- d) If teaching assistants declining coverage do not notify the District by the first day of required attendance in September and thereafter by the last day of each month, the amount will be pro-rated. Pro-ration formula shall be based on a September through June period with each month equaling a ten percent (10%) pro-rated reduction.
- e) Teaching assistants may re-enroll at any time by notifying the Personnel Services Office. Coverage shall begin no later than thirty (30) days after date of re-enrollment. Payment for that year will be pro-rated.
- f) Once a teaching assistant has declined coverage, involuntary reduction in employment, with the exception of the total elimination of the teaching assistant's employment, will not remove the opportunity to continue receiving full payment.

6.6 COORDINATION OF BENEFITS

When a husband and wife are both staff members of the Corning-Painted Post Area School District and are eligible for medical and dental coverage under a family contract, one employee will elect family coverage covering both staff members and their dependents. In the case of divorced spouses, both of whom are members of the bargaining unit, the spouse who has retained custody of the children for

medical purposes will be eligible for family coverage and the remaining spouse will be eligible for individual coverage.

Following payment of the scheduled benefit, the plan member, spouse, divorced spouse and dependents will be eligible for reimbursement of additional expense equal to the lesser of the balance of the charges remaining, following payment under the plan or the scheduled benefit contained in the plan document.

In no event would the benefit under this provision exceed the scheduled benefit and the annual and lifetime limits contained in the dental plan.

6.7 PREMIUM CONTRIBUTION - EMPLOYEES

Effective July 1, 2008, participating teaching assistants will contribute 3.0% of the annual cost of health insurance plan premium or premium equivalent.

Effective July 1, 2009, participating teaching assistants will contribute 3.50% of the annual cost of health insurance plan premium or premium equivalent.

Effective July 1, 2010, participating teaching assistants will contribute 4.0% of the annual cost of health insurance plan premium or premium equivalent.

6.8 PREMIUM CONTRIBUTION - RETIREES

CONTRIBUTIONS: Eligible teaching assistants who retire on or after July 1, 1997 through June 30, 2008, will contribute 5% of the annual premium or premium equivalent for the individual, two-person or family coverage.

Eligible teaching assistants who retire on or after July 1, 2008 through June 30, 2011, will contribute 7% of the annual premium or premium equivalent for the individual, two-person or family coverage.

ELIGIBILITY: Effective July 1, 2009, a teaching assistant must meet the following criteria to be eligible to qualify for health insurance benefits in retirement:

Ten (10) years of insurance eligible status as a teaching assistant
Fifty-five (55) years of age or older

6.9 FLEX SPENDING PLAN

Eligible employees may voluntarily participate in the Flexible Spending Plan established by the District pursuant to IRS Code §125. Plan procedures and limitations, if any, shall be established by the District. Revisions to the plan design shall be communicated to eligible employees at least thirty (30) days prior to implementation.

6.10 DIRECT BANK DEPOSIT

The District agrees to make available to all teaching assistants the option of having their payroll check deposited directly into the bank or credit union of their choice. If the request is for a bank with which the District has no relationship, the teaching assistant will provide the appropriate contact information to enable the District and bank to establish a relationship.

6.11 TAX SHELTER PLAN

- a) The District agrees to enter into salary reduction agreements for those teaching assistants who qualify under Section 403b of the Internal Revenue Code.
- b) The list of participating companies and common remitters may be obtained from the Personnel Services Office.

6.12 LIFE INSURANCE

All full-time teaching assistants will be eligible for twenty thousand dollars (\$20,000) of life insurance coverage at no cost to the teaching assistant.

7.0 WORKERS' COMPENSATION

Teaching assistants will promptly file a written report to their immediate supervisor of all cases of assault or battery suffered in connection with their employment. Copies of such written reports will also be provided to the Assistant Superintendent for Administrative Services and to the Association President.

- a) Regularly employed teaching assistants who are absent from their employment and are unable to perform their duties as a result of a personal injury caused by an accident or an assault occurring in the course of their employment will be paid their full wages for up to twenty (20) work days from the date of injury provided the teaching assistant's actions have not been contrary to District policy. None of the paid 20 work days' absence will be charged against sick leave. The amount of any Worker's Compensation award made for disability due to an injury will be paid in full to the District for any or all of the aforementioned 20 work days' absence.

OR

Draw against accumulated paid leave and benefits but keep any worker's compensation payments.

- b) After 20 work days' absence, a teaching assistant may draw up to twice the accumulated sick leave provided the employee returns any worker's compensation benefits to the District.
- c) Upon exhausting sick leave, a teaching assistant may draw up to twice the accumulated personal days, with full pay, provided the employee returns any workers' compensation payments to the District.

Provided that:

- a) The Worker's Compensation Board, when it has ruled, finds that an employee injury or disease occurred in the performance of his duty.
- b) There is not good and sufficient reason to believe that an employee could report to work on a full-time or part-time basis.
- c) An employee's services would not have been terminated or ceased under law.
- d) In the event that an employee is found ineligible because of a, b, or c above, the District will be reimbursed for any payments which it made during the unapproved period.

An employee will:

- a) Be restored, on a day for day basis, any accumulated leave credits used if the compensation board credits the employer for “wages paid.”
- b) Have no leave charges made if he returns on a part-time basis.
- c) Have no charges made against either wages or any leave for required appearances before the Workers’ Compensation Board or to attend any Board ordered examinations.

8.0 COMPENSATION AND RELATED MATTERS

8.1a WAGES

2007-08 SCHEDULE

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 8.15	1	1	\$ 9.19	\$ 9.39	\$ 9.59
2	2	\$ 8.38	2	2	\$ 9.52	\$ 9.72	\$ 9.92
3	3	\$ 8.61	3	3	\$ 9.85	\$10.05	\$10.25
4	4	\$ 8.88	4	4	\$10.18	\$10.38	\$10.58
5	5	\$ 9.17	5	5-9	\$10.51	\$10.71	\$10.91
6	6	\$ 9.47	6	10	\$10.84	\$11.04	\$11.24
7	7	\$ 9.77	7	11	\$11.17	\$11.37	\$11.57
8	8	\$10.07	8	12	\$11.50	\$11.70	\$11.90
9	9	\$10.37	9	13	\$11.83	\$12.03	\$12.23
10	10	\$10.67	10	14	\$12.16	\$12.36	\$12.56
11	11	\$10.97	11	15	\$12.49	\$12.69	\$12.89
12	12	\$11.27	12	16	\$12.82	\$13.02	\$13.22
13	13	\$11.57	13	17	\$13.15	\$13.35	\$13.55
14	14	\$11.87	14	18	\$13.48	\$13.68	\$13.88
15	15	\$12.17	15	19	\$13.81	\$14.01	\$14.21
			16	20	\$14.14	\$14.34	\$14.54
			17	21	\$14.47	\$14.67	\$14.87
			18	22	\$14.80	\$15.00	\$15.20
			19	23	\$15.13	\$15.33	\$15.53
			20	24	\$15.46	\$15.66	\$15.86
			21	25	\$15.79	\$15.99	\$16.19
			22	26	\$16.12	\$16.32	\$16.52
			23	27	\$16.45	\$16.65	\$16.85
			24	28	\$16.78	\$16.98	\$17.18
			25	29	\$17.11	\$17.31	\$17.51
			26	30	\$17.44	\$17.64	\$17.84
			27	31	\$17.77	\$17.97	\$18.17
			28	32	\$18.10	\$18.30	\$18.50

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 9 credit hours of collegiate study or Continuing Certification.

LEVEL 3 - High school diploma or equivalent and 18 credit hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 credit hours of collegiate study.

The processing of horizontal salary promotions will require submission of the academic record by June 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

8.1a WAGES

2008-09 SCHEDULE

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 8.39	1	1	\$ 9.33	\$ 9.53	\$ 9.73
2	2	\$ 8.62	2	2	\$ 9.66	\$ 9.86	\$10.06
3	3	\$ 8.85	3	3	\$ 9.99	\$10.19	\$10.39
4	4	\$ 9.08	4	4	\$10.32	\$10.52	\$10.72
5	5	\$ 9.35	5	5	\$10.65	\$10.85	\$11.05
6	6	\$ 9.64	6	6-10	\$10.98	\$11.18	\$11.38
7	7	\$ 9.94	7	11	\$11.31	\$11.51	\$11.71
8	8	\$10.24	8	12	\$11.64	\$11.84	\$12.04
9	9	\$10.54	9	13	\$11.97	\$12.17	\$12.37
10	10	\$10.84	10	14	\$12.30	\$12.50	\$12.70
11	11	\$11.14	11	15	\$12.63	\$12.83	\$13.03
12	12	\$11.44	12	16	\$12.96	\$13.16	\$13.36
13	13	\$11.74	13	17	\$13.29	\$13.49	\$13.69
14	14	\$12.04	14	18	\$13.62	\$13.82	\$14.02
15	15	\$12.34	15	19	\$13.95	\$14.15	\$14.35
16	16	\$12.64	16	20	\$14.28	\$14.48	\$14.68
			17	21	\$14.61	\$14.81	\$15.01
			18	22	\$14.94	\$15.14	\$15.34
			19	23	\$15.27	\$15.47	\$15.67
			20	24	\$15.60	\$15.80	\$16.00
			21	25	\$15.93	\$16.13	\$16.33
			22	26	\$16.26	\$16.46	\$16.66
			23	27	\$16.59	\$16.79	\$16.99
			24	28	\$16.92	\$17.12	\$17.32
			25	29	\$17.25	\$17.45	\$17.65
			26	30	\$17.58	\$17.78	\$17.98
			27	31	\$17.91	\$18.11	\$18.31
			28	32	\$18.24	\$18.44	\$18.64
			29	33	\$18.57	\$18.77	\$18.97

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 9 credit hours of collegiate study or Continuing Certification.

LEVEL 3 - High school diploma or equivalent and 18 credit hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 credit hours of collegiate study.

The processing of horizontal salary promotions will require submission of the academic record by June 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

8.1a WAGES**2009-10 SCHEDULE**

<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>SERVICE YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 8.66	1	1	\$ 9.50	\$ 9.70	\$ 9.90
2	2	\$ 8.89	2	2	\$ 9.83	\$10.03	\$10.23
3	3	\$ 9.12	3	3	\$10.16	\$10.36	\$10.56
4	4	\$ 9.35	4	4	\$10.49	\$10.69	\$10.89
5	5	\$ 9.58	5	5	\$10.82	\$11.02	\$11.22
6	6	\$ 9.85	6	6	\$11.15	\$11.35	\$11.55
7	7	\$10.14	7	7-11	\$11.48	\$11.68	\$11.88
8	8	\$10.44	8	12	\$11.81	\$12.01	\$12.21
9	9	\$10.74	9	13	\$12.14	\$12.34	\$12.54
10	10	\$11.04	10	14	\$12.47	\$12.67	\$12.87
11	11	\$11.34	11	15	\$12.80	\$13.00	\$13.20
12	12	\$11.64	12	16	\$13.13	\$13.33	\$13.53
13	13	\$11.94	13	17	\$13.46	\$13.66	\$13.86
14	14	\$12.24	14	18	\$13.79	\$13.99	\$14.19
15	15	\$12.54	15	19	\$14.12	\$14.32	\$14.52
16	16	\$12.84	16	20	\$14.45	\$14.65	\$14.85
17	17	\$13.14	17	21	\$14.78	\$14.98	\$15.18
			18	22	\$15.11	\$15.31	\$15.51
			19	23	\$15.44	\$15.64	\$15.84
			20	24	\$15.77	\$15.97	\$16.17
			21	25	\$16.10	\$16.30	\$16.50
			22	26	\$16.43	\$16.63	\$16.83
			23	27	\$16.76	\$16.96	\$17.16
			24	28	\$17.09	\$17.29	\$17.49
			25	29	\$17.42	\$17.62	\$17.82
			26	30	\$17.75	\$17.95	\$18.15
			27	31	\$18.08	\$18.28	\$18.48
			28	32	\$18.41	\$18.61	\$18.81
			29	33	\$18.74	\$18.94	\$19.14
			30	34	\$19.07	\$19.27	\$19.47

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 9 credit hours of collegiate study or Continuing Certification.

LEVEL 3 - High school diploma or equivalent and 18 credit hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 credit hours of collegiate study.

The processing of horizontal salary promotions will require submission of the academic record by June 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

8.1a WAGES

				2010-11 SCHEDULE			
		SERVICE		SERVICE			
<u>STEP</u>	<u>YEAR</u>	<u>LEVEL 1</u>	<u>STEP</u>	<u>YEAR</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>
1	1	\$ 8.95	1	1	\$ 9.69	\$ 9.89	\$10.09
2	2	\$ 9.18	2	2	\$10.02	\$10.22	\$10.42
3	3	\$ 9.41	3	3	\$10.35	\$10.55	\$10.75
4	4	\$ 9.64	4	4	\$10.68	\$10.88	\$11.08
5	5	\$ 9.87	5	5	\$11.01	\$11.21	\$11.41
6	6	\$10.10	6	6	\$11.34	\$11.54	\$11.74
7	7	\$10.37	7	7	\$11.67	\$11.87	\$12.07
8	8	\$10.66	8	8-12	\$12.00	\$12.20	\$12.40
9	9	\$10.96	9	13	\$12.33	\$12.53	\$12.73
10	10	\$11.26	10	14	\$12.66	\$12.86	\$13.06
11	11	\$11.56	11	15	\$12.99	\$13.19	\$13.39
12	12	\$11.86	12	16	\$13.32	\$13.52	\$13.72
13	13	\$12.16	13	17	\$13.65	\$13.85	\$14.05
14	14	\$12.46	14	18	\$13.98	\$14.18	\$14.38
15	15	\$12.76	15	19	\$14.31	\$14.51	\$14.71
16	16	\$13.06	16	20	\$14.64	\$14.84	\$15.04
17	17	\$13.36	17	21	\$14.97	\$15.17	\$15.37
18	18	\$13.66	18	22	\$15.30	\$15.50	\$15.70
			19	23	\$15.63	\$15.83	\$16.03
			20	24	\$15.96	\$16.16	\$16.36
			21	25	\$16.29	\$16.49	\$16.69
			22	26	\$16.62	\$16.82	\$17.02
			23	27	\$16.95	\$17.15	\$17.35
			24	28	\$17.28	\$17.48	\$17.68
			25	29	\$17.61	\$17.81	\$18.01
			26	30	\$17.94	\$18.14	\$18.34
			27	31	\$18.27	\$18.47	\$18.67
			28	32	\$18.60	\$18.80	\$19.00
			29	33	\$18.93	\$19.13	\$19.33
			30	34	\$19.26	\$19.46	\$19.66
			31	35	\$19.59	\$19.79	\$19.99

LEVEL 1 - High school diploma or equivalent.

LEVEL 2 - High school diploma or equivalent and 9 credit hours of collegiate study or Continuing Certification.

LEVEL 3 - High school diploma or equivalent and 18 credit hours of collegiate study.

LEVEL 4 - High school diploma or equivalent and more than 18 credit hours of collegiate study.

The processing of horizontal salary promotions will require submission of the academic record by June 1 for adjustment September 1 of the next school year.

Teaching Assistants who have more than one half year's service during previous year will move one step.

8.1 b LONGEVITY

Effective July 1, 2007 teaching assistants with 10 years of teaching assistant service shall be entitled to a .15 per hour annual longevity bonus.

Effective July 1, 2007, teaching assistants with 15 years of teaching assistant service shall be entitled to a .20 per hour annual longevity bonus.

Effective July 1, 2007, teaching assistants with 20 years of teaching assistant service shall be entitled to a .25 per hour annual longevity bonus.

The longevity bonus will be paid as a separate pay item.

8.2 TEACHING ASSISTANT LICENSE

The District will reimburse teaching assistants up to fifty dollars (\$50) upon presentation of evidence of a New York State Level III license.

The provisions of this article shall pertain only to teaching assistants who obtain a Level III license while employed by the District, with the license being obtained on or after the execution of this agreement.

8.3 IN-SERVICE COURSE COMPENSATION

Teaching assistants shall be compensated at their individual hourly rate for attendance at in-service courses. Prior approval to attend must be obtained from the Assistant Superintendent for Personnel Services.

8.4 MANDATED COURSE COMPENSATION

Teaching assistants shall be reimbursed for the cost of the following courses: Child Abuse Recognition training, CPR /AED, and Violence Prevention.

8.5 SUBSTITUTE TEACHING

Teaching assistants who are requested by an administrator to serve as substitute teachers will receive either the rate of pay of a certified substitute teacher or a ten percent (10%) increase in their individual teaching assistant hourly rate, whichever is greater, through June 30, 2008.

Teaching assistants who are requested by an administrator to serve as substitute teachers will receive fifteen dollars (\$15) per day above regular salary in 2008-2009; twenty dollars (\$20) per day above regular salary in 2009-2010; and twenty-five dollars (\$25) per day above regular salary in 2010-2011.

8.6 MILEAGE PAYMENTS

Teaching assistants who are directed by their supervisor to use their personal vehicles in the performance of assigned district business shall be reimbursed at the Internal Revenue Service current mileage reimbursement rate.

8.7 STAFF MEETINGS

Teaching assistants who are requested by their supervisor to remain after working hours for staff meetings shall be paid at their hourly rate, calculated in minimum units of fifteen (15) minutes.

8.8 TUITION REIMBURSEMENT

All teaching assistants who must take additional college courses, as a requirement for up to and including a Level III Teaching Assistant Certification pursuant to the New York State Education Regulations, shall be reimbursed for classes up to a total of 18 credits.

Reimbursement shall be at the Corning Community College part-time rate per credit, up to six (6) credits per year, for a Grade B or higher.

9.0 DURATION

The Association and the District have hereby agreed and adopted the terms and conditions set forth in this document. The provisions of this agreement shall be in force from July 1, 2007 to June 30, 2011.

9.1 SIGNATURES

Corning-Painted Post Area School District

Corning Teaching Assistant Association

s/Michael Ginalski

Michael Ginalski
Superintendent of Schools

s/Sherry Edger

Sherry Edger
President

s/Jeffrey Delorme

Jeffrey Delorme
Assistant Superintendent for
Administrative Services
District Chief Negotiator

s/Joanne Bellardini

Joanne Bellardini
Association Chief Negotiator

PERFORMANCE EVALUATION FORM

APPENDIX I

The instrument will be developed through an APPR team, to be completed by September 1, 2008.

**REQUEST FOR LEAVE
Teaching Assistants**

**Corning - Painted Post Area School District
Personnel Services**

APPENDIX II

Name: _____ Date: _____

Building: _____ Assignment: _____

I am requesting leave as follows:

PAID LEAVE:

Emergency Day or Personal Day

Date(s): _____

* Explanation: _____

* Complete explanation only if requesting 3rd day or if
day is immediately preceding or following a holiday.

Medical Leave (from Personal Illness Days)

Date: _____

Serious Family Illness

Date: _____

Family Member: _____

Bereavement

Date: _____

Family Member: _____

Other: _____

* Attach obituary copy

NON-PAID LEAVE:

Period of Time: _____

Explanation: _____

DATE: _____

SIGNATURE: _____

Immediate Supervisor Signature

(Supervisor's knowledge of request does not indicate approval or denial.
All leave requests will be forwarded to the Assistant Superintendent for Administrative Services.)

Your leave request is

Denied _____

Granted _____

**Routing: Please submit original
and 2 copies to your
immediate supervisor**

Assistant Superintendent for Administrative Services

Original - Personnel Services

Copy 1 - Supervisor

Copy 2 - Staff Member

Submit all copies to your immediate supervisor

APPENDIX III

PHYSICIAN CERTIFICATION OF DISABILITY
AND
AUTHORIZATION TO RELEASE MEDICAL INFORMATION

I, the undersigned physician, do hereby certify that I have examined _____
and find that he/she is or will be unable to perform the essential duties of his/her position for the period of
_____ to _____.

Physician Name (Please Print)

Signature of Physician

Date

I hereby authorize the release of medical information from my physician,
_____, to the School District's Chief School Physician,
_____, to enable discussion of the circumstances of this disability period, if necessary.

Staff Member (Please Print)

Signature of Staff Member

Date

RETURN TO WORK PLAN

Personnel Services

APPENDIX IV

PATIENT NAME _____

BUILDING _____

JOB TITLE _____

School District Contact: Dr. Eric Philips, Chief School Physician – Phone 936-9971

Director of Personnel Services

I authorize my doctor to release medical information related to this incident to the Chief School Physician and the District's Workers' Compensation Carrier.

Patient/Employee Signature _____ Date _____

DIAGNOSIS _____ DATE OF INJURY _____ TYPE OF VISIT: ☐ Initial Visit Status: ☐ Improved
☐ Follow-up Visit ☐ No Change
☐ Worse

THE ABOVE INDIVIDUAL WAS EVALUATED ON THIS DATE WITH THE FOLLOWING MEDICAL RECOMMENDATION:

☐ NO MEDICAL RESTRICTIONS ☐ OFF WORK UNTIL RECHECK REFERRED TO DR. _____

☐ SPECIFIC RESTRICTIONS ARE LISTED BELOW (PLEASE CHECK ALL ITEMS THAT APPLY)

TYPE OF WORK INDIVIDUAL CAN PERFORM:	LENGTH OF TIME (Hrs/day)	NO WORK REQUIRING:
<input type="checkbox"/> SEDENTARY	_____	<input type="checkbox"/> True Color Visual Acuity <input type="checkbox"/> Good Visual Acuity
Infrequently lift 10 lbs. or less	_____	<input type="checkbox"/> Good Hearing <input type="checkbox"/> Depth Perception
No walking/carrying	_____	<input type="checkbox"/> No work requiring use of (Right, Left) (Hand, Leg)
<input type="checkbox"/> SEDENTARY – LIGHT	_____	<input type="checkbox"/> No work requiring use of arms above shoulders
Infrequently lift 10 lbs. or less	_____	<input type="checkbox"/> No work on or near dangerous machinery or on
Frequently lift 10 lbs. or less	_____	powered moving equipment
Self-paced walking/No carrying	_____	<input type="checkbox"/> Restricted to: <input type="checkbox"/> Ground level work <input type="checkbox"/> May ascend stairs
<input type="checkbox"/> LIGHT	_____	<input type="checkbox"/> No climbing of ladders or working on unprotected elevations
Infrequently lift 15-20 lbs.	_____	<input type="checkbox"/> No exposure to: <input type="checkbox"/> Dust/Particulates <input type="checkbox"/> Humidity
Frequently lift 10 lbs. or less	_____	<input type="checkbox"/> Respiratory irritants
Slow walking/Carrying 10 lbs. or less	_____	<input type="checkbox"/> Temperatures below/above <input type="checkbox"/> Degrees <input type="checkbox"/> Other
<input type="checkbox"/> LIGHT-MEDIUM	_____	<input type="checkbox"/> Must keep wound dressing clean and dry for <input type="checkbox"/> days
Infrequently lift 21-25 lbs.	_____	<input type="checkbox"/> Must use splint/sling at work until _____
Frequently lift 11-20 lbs.	_____	
Slow walking/Carrying 11-20 lbs.	_____	<input type="checkbox"/> In an 8-hour work day, the individual could be expected to :
<input type="checkbox"/> MEDIUM	_____	(Circle One)
Infrequently lift 36-50 lbs.	_____	SIT 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Frequently lift 21-25 lbs.	_____	SIT w/ extremity elevated 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Modern speed walking/Carrying 21-25 lbs.	_____	STAND 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
<input type="checkbox"/> MEDIUM-HEAVY	_____	WALK 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Infrequently lift 51-75 lbs.	_____	ALTERNATE STAND/SIT 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Frequently lift 26-35 lbs.	_____	DRIVE 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Moderate speed walking/Carrying 21-25 lbs.	_____	BEND 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
<input type="checkbox"/> HEAVY	_____	CLIMB 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Infrequently lift 76-100 lbs.	_____	PUSH/PULL 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Frequently lift 35-50 lbs.	_____	KNEEL 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Moderate speed walking/Carrying 36-50 lbs.	_____	SQUAT 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
<input type="checkbox"/> VERY HEAVY	_____	TWIST 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Infrequently lift more than 100 lbs.	_____	REACH 0 hrs 1-3 hrs 3-5 hrs 5-8 hrs
Frequently lift 51-100 lbs.	_____	
Moderate speed walking/Carrying 50 lbs. or more	_____	<input type="checkbox"/> Individual can use hands for: (Circle yes or no)
<input type="checkbox"/> Individual can use feet for repetitive movements (as operating foot controls)	_____	Simple Grasping Firm Grasping Fine Manipulation
RIGHT, LEFT, BOTH (Circle one)	_____	RIGHT YES NO YES NO YES NO
<input type="checkbox"/> Restricted neck flexion/range of motion	_____	LEFT YES NO YES NO YES NO

Date may return to work with above restrictions: _____ Anticipated permanent work restriction: _____

FOLLOW UP TREATMENT PLAN

DOCTOR VISIT _____ DATE _____ PHYSICAL THERAPY _____ DATE _____

CONSULTANTS _____ DATE _____ DIAGNOSTIC STUDIES _____ DATE _____

PHYSICIAN'S SIGNATURE _____ DATE _____ PHYSICIAN'S NAME (Please Print) _____

White: District

Yellow: Employee

Pink: Physician

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