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

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Union: **West Genesee Paraprofessionals Association**

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West Genesee Central School District  
And West Genesee  
Paraprofessionals Assn

670 SD  
20760 UOY  
AID

**AGREEMENT**

**WEST GENESEE PARAPROFESSIONALS ASSOCIATION**

and the

**WEST GENESEE CENTRAL SCHOOL DISTRICT**

**1995-98**

**April 10, 1995**

**PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**AUG 22 1996**

**CONCILIATION**

AGREEMENT

This Agreement is between the Superintendent, as Chief Executive Officer of the West Genesee Central School District hereinafter termed "District" and the West Genesee United Paraprofessionals Association, hereinafter termed the "Association."

ARTICLE I  
RECOGNITION

A. Bargaining Unit

This unit shall consist of all employees in the position of Teaching Assistant and Teacher Aide and excluding all others.

B. Recognition

The District hereby recognizes the Association as the sole exclusive collective bargaining representative with respect to wages, hours, administration of grievances and other terms and conditions of employment for all bargaining unit members.

ARTICLE II  
PROBATIONARY PERIOD

The Civil Service Commission (County Personnel Office) Rules and Regulations shall govern the probationary periods for Teacher Aide employees in this unit.

Appropriate Education Law shall govern the employment of Teaching Assistants.

ARTICLE III  
ASSOCIATION RIGHTS  
A - DUES CHECK-OFF  
Section I.

The District agrees to deduct from the wages of the employees covered by this agreement, in accordance with the terms of the signed authorization to do so, the membership dues as designated by the Association for membership therein or an Agency Fee as set by the Association. The authorization may be withdrawn by the employee at any time but this must be in writing, to both parties, at which time said individual will change to Agency Fee status.

Section 2

The Association shall certify to the Superintendent, in writing, the current rates of membership dues for payroll deductions. The Association shall give the Superintendent thirty (30) days written notice prior to the effective date of any rate change in the Agency fee or Union dues.

Section 3

The District will deduct, on a bi-weekly basis, the amount of dues authorized according to Section I and shall transmit the total amount collected to the Association by the 15th of the following month along with a list of employees covering same. The number of deductions shall be agreed to by the parties prior to August 15 each year.

Article III (contd)

B - PAYROLL DEDUCTIONS

The District will provide payroll deductions for the following items in accordance with District policy on such matters.

1. Payroll Savings Plan
2. United Fund
3. Insurance Premiums
4. Tax Sheltered Annuities
5. Credit Union
6. Union Dues
7. Agency Fee Payments
  
8. NYSUT Benefit Trust The District shall deduct and remit payments to the NYSUT Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

This benefit shall expire on June 30th in the last year of this contract.

9. Section 125 The District shall provide a Section 125 Plan in accordance with IRS regulations. This provision applies to insurance premiums only (Health, Dental, and Life).

C - ASSOCIATION ACTIVITIES

The District shall provide up to three (3) days leave without pay for one (1) employee representative to attend union conferences and/or conventions. The Association President shall give the Superintendent at least two (2) weeks notice of a request for this allowance. Said notice to provide the name of the individual, the dates requested and the purpose for same.

ARTICLE IV  
MANAGEMENT RIGHTS

Section 1

It is the intention of the parties that all rights, powers, prerogatives and authority that the District had prior to the signing of this Agreement are retained by the District except as modified by the specific provisions of this Agreement. This Agreement constitutes the full and complete commitments of the District to the Association.

ARTICLE V  
ASSIGNMENT NOTICES

It is to be understood that assignments of Teacher Aides and Teacher Assistants are dependent on a number of factors such as budgetary limitations, enrollment in various buildings, programming, etc. The administration shall give tentative notice of assignment as soon as practical, or by July 1, and it is to be understood that such tentative assignment may be subject to change.

ARTICLE VI  
WORKDAY - WORK YEAR

- A. Assistants will work a maximum of seven (7) hours and twenty (20) minutes a day including one half (1/2) hour paid lunch period.
- B. Assistants will work the teacher calendar.
- C. Teacher Aides will work the teacher calendar and their salary shall be computed on the basis of two hundred (200) days.

ARTICLE VII  
GRIEVANCE PROCEDURE

Section I. Grievance

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days of the date of occurrence of the event over which the grievance is made, and be processed in accordance with the following steps, time limits, and conditions:

Step 1.

The grievant shall first take up his/her grievance with her immediate supervisor, and if requested by the grievant, a designated member of the Association may be given an opportunity to be present.

Step 2.

If the grievance is not settled at Step 1, the grievant may within ten (10) working days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to his/her principal or next level of supervision, who shall within five (5) working days after receipt give his/her written answer.

Step 3.

If the grievance is not settled by the written answer in Step 2, the grievant may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Association's Grievance Committee within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievant within ten (10) working days after the close of the discussion.

Step 4. Arbitration

If the grievance is not settled by the written answer of Step 3, the grievant may further appeal by giving written notice thereof to the American Arbitration Association.

Article VII (contd)

- a. The arbitration proceeding shall be conducted under the rules of the American Arbitration Board. 6
- b. The Arbitrator shall have no power or authority to add to, subtract from or modify, change or alter any of the provisions of this Agreement.
- c. The decision of the Arbitrator shall be advisory upon both parties.
- d. Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the West Genesee United Teacher Aides and Assistants Association.

Step 5

The Clerk of the Board, within fifteen (15) working days after the receipt of the advisory arbitration decision shall submit same to the Board of Education who shall discuss same with Association Grievance Committee in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

Section 2

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievant at his/her election may advance to the next step in this procedure.

ARTICLE VIII  
JOB POSTINGS

1. Job openings in the Bargaining Unit will be posted for seven (7) school days in the main offices of each school and the District office, with a copy sent to the Unit president when posted, prior to "outside announcements" for recruiting.
2. All job postings will include:
  1. Date of post
  2. Job description
  3. Location of work and number of hours
  4. Starting wage rate
  5. Person to whom application is to be made
3. All applications for such positions shall be in writing and all applicants will be notified when such a position is filled.
4. From July 1 to September 1 notices (i.e., postings and jobs filled) shall be mailed to the president of the unit.

Article VIII (contd)

5. All factors being equal, job openings will be filled in the following manner:

Certification, if required.

Ability to perform the work required.

Worker has the capacity to meet physical requirements of the position.

Seniority.

ARTICLE IX  
A - Evaluation

All employees shall be evaluated at least once a year by the building principal or his/her administrative designee.

The evaluation form is to be completed and signed by the evaluator and the employee. A copy shall be given the employee. Within five (5) days after the evaluation either party may request a conference to review same. That conference will be held at a mutually convenient time but not later than ten (10) days after the request.

If the employee disagrees with the evaluation (s)he shall have fourteen (14) days from the date of signing to submit a written statement which shall be attached to the evaluation and shall become a permanent part of the personnel record of the employee.

B - PERSONNEL FILE

An employee wishing to review his/her personnel file shall notify the Superintendent, in writing, and the Superintendent shall arrange the review at a mutually convenient time within the following ten (10) days. An employee is entitled to have a representative of the Association present at such review. The Association agrees that this provision shall not be implemented in such a way as to unduly interrupt the District office routine.

An employee may copy the contents of his/her personnel folder, excluding confidential recommendations. The charge for each copy shall be no more than what the District normally charges for same.

C - DISCIPLINE

1. Teaching Assistants will be disciplined under appropriate Education Law.
2. Disciplinary action for Teacher Aides shall be limited to a written warning, suspension and/or discharge. In all such cases, the District will specify the reason(s) in writing for its action

Article IX (contd)

and such action shall be subject to the grievance procedure and the hearing specified below. The District agrees that it will not discipline or discharge an employee except for good reason, such as, but not limited to, insubordination (refusal of a direct work order), drinking of alcoholic beverages while on duty, use of a controlled substance, deliberate abuse of property, and/or endangering the health and safety of students or employees. In the event the District decides to discharge or suspend an employee, except for the specific reasons cited above, it will not do so unless it holds an administrative hearing within a week of the occurrence, giving rise to the discipline and the employee shall be paid until such hearing is held. The Association may grieve any such action. If the hearing decision is not satisfactory to the Association, then the case may be processed as a grievance for a final decision. The employee shall remain suspended without pay until a decision on the action rendered in the final step of the grievance process. Should the final decision be less than the lost wages of the employee, (s)he will be paid the difference until reinstatement.

3. A suspended or discharged employee must notify the Association within five (5) days after receiving notification of such action and his/her desire to appeal the suspension or discharge.

ARTICLE X

A - Reduction in Force

There shall be three (3) layoff units for Teacher Aides as follows:

Unit I	Less than seventeen and one half (17 1/2) hours.
Unit II	Seventeen and one half (17 1/2) hours, but less than thirty (30) hours.
Unit III	Thirty (30) hours or more.

Notwithstanding the above there shall be a separate layoff unit for Teacher Aides who work with handicapped students. In the event that an aide position is eliminated in this unit the affected individual (one who is laid off) shall have the right to bump into one of the other layoff units as is determined by his/her then hours of work.

Layoffs in any of the above units shall be determined by inverse District wide seniority.

Employees who are laid off shall be placed on a layoff list for a period of two (2) years. Employees who are recalled to a unit position from the layoff list shall have the right of two (2) refusals and thereafter shall be removed from said list. The District reserves the right to employ a temporary employee during the notice and acceptance requirements of recall. Employees who are recalled shall be notified by certified mail at the address last filed with the



Article X (contd)

District. Failure to respond within the period of posting or failure to begin employment within thirty (30) calendar days from the end of the posting shall constitute a refusal. A refusal shall require other persons on the list to be recalled in order of seniority if applicable before the District may hire from outside the bargaining unit.

Individuals on the Preferred Rehiring List may apply for vacant positions in lower categories.

- 3. The preferential hiring list will be exhausted prior to outside recruitment.

B - Seniority

Seniority is the length of continuous service from the most recent date of hire.

ARTICLE XI  
MILEAGE REIMBURSEMENT

Any bargaining unit member required to use their own car during the course of their regular assignment will be reimbursed at the District's existing rate.

ARTICLE XII  
INSURANCE

A - Health

The District shall assume the following responsibilities for health and major medical insurance. Any reference to benefits are subject to the provisions and limitations of the master policy issued by the insurance company which is on file in the Office of the Superintendent. The health plan shall be the same as the plan offered to the District's teachers.

- 1. The insurance plan will be contributory as outlined in the following tables:

Table I (any employee working thirty (30) hours or more per week)

<u>Coverage</u>	<u>School Dist. Contribution</u>	<u>Employee Contribution</u>
Single	100%	0%
Dependent	75%	25%

Table II (employees working seventeen and one half [17 1/2] hours per week)

Single	70%	30%
Dependent	45%	55%

Article XII (contd)

- 2. Members of staff working less than seventeen and one half (17 1/2) hours per week will pay full cost of health and major medical insurance.
- 3. The District's contribution for the HMO premiums will be in the same manner as negotiated with the District's teachers.

B - Dental Insurance

- 1. The District shall offer a Dental Plan to each participating unit member which is the same plan that is offered to its teachers. The District's contribution shall be as follows:

<u>Individual</u>	<u>Family</u>
\$175	\$175

C - Liability

The Board of Education in compliance with Section 3023 shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school buildings and will arrange for and maintain appropriate insurance with insurance companies authorized by the State of New York.

However, the employees shall, within ten (10) days of the time (s)he is served with any summons, complaints, process, notice, demand or plea, deliver the original or a copy of the same to the Board of Education or the Superintendent.

D - Leave Allowable Due to Injury Incurred in Line of Duty

In the event of absence due to injury incurred in the performance of duty:

- 1. Provisions of Workers' Compensation Law shall be followed.
- 2. Sick Leave taken by a bargaining unit employee as a result of an on the job injury shall be reinstated to the employee's accumulated sick leave on a prorated scale based on the extent to which the employer is reimbursed by the Compensation Carrier for wages during the employee's absence from work. This shall be computed by dividing the daily wage of the employee into the total reimbursement from the Compensation with the quotient equal to the number of days to be reinstated. Fractions less than one half (1/2) day will be not credited, but fractions more than one half (1/2) day will be credited as a full day.

ARTICLE XIII  
RETIREMENT PLAN

- 1. All Aides covered by this agreement have the opportunity to join the New York State Employees' Retirement System.
- 2. There are now four (4) District groups of Retirement System members.

Article XII (contd)

For convenience these groups are identified as Tiers 1, 2, 3 and 4. The following determines the Tier to which you belong:

If you last joined the Retirement System:

Before July 1, 1973, you are a Tier 1 member.

Between July 1, 1973 and July 1, 1976, you are a Tier 2 member.

Between July 1, 1976 and August 31, 1983, you are a Tier 3 member.

On or after September 1, 1983 you are a Tier 4 member.

3.1 Tier 1 members are covered under the Retirement and Social Security Laws, Article 2, Section 75i (New Career Plan).

3.2 Tier 2 members are covered under Section 75i (New Career Plan) subject to the limitations of Article 11 of the Retirement and Social Security Law.

3.3 Tier 3 members are covered under the Retirement and Social Security Laws, Article 14. Tier 4 members are covered under Retirement and Social Security Laws, Article 15. Members are required to make contributions to the Retirement System at the rate of three (3%) percent of their gross salary.

4. More detailed information on the various Tiers of membership may be obtained by writing to:

New York State Employees' Retirement System  
Gov. Alfred E. Smith State Office Building  
Albany, New York 12244

A representative of the Retirement System is also available on the 2nd and the 4th Friday of each month at the Onondaga County Courthouse to answer any questions you may have.

Article XIII Retirement Plan as agreed 21 March 1979, is an explanation of the current retirement program in West Genesee.

ARTICLE XIV  
SALARY

A. For the 1995-96, 1996-97 and 1997-98 school years, all returning teacher assistants shall receive a four (4%) increase over their previous years base salary.

Part-time assistants will have their salary and increase prorated.

The entry level for teacher assistants shall be as follows:

1995-96.....\$12,420  
1996-97.....\$12,855  
1997-98.....\$13,305

B. Excellence in Teaching (EIT)

Future EIT payments received by the District shall be paid to those teaching assistants on the basis of a weighted distribution as per years of service. Payment shall be in the form of a bonus proration for part-time employees. This provision shall expire with the expiration of this agreement unless otherwise agreed to in writing by the parties.

C. Teaching assistants who hold a Baccalaureate Degree shall receive a stipend of two hundred fifty (\$250) dollars.

Article XIV (contd)

D. Teacher Aides

To determine a Teacher Aide's salary his/her duty rate will be multiplied by two hundred (200) and then divided into twenty one (21) equal paychecks.

For the 1995-96, 1996-97 and 1997-98 school years, all returning teacher aides shall receive a four (4%) increase over their previous years base salary.

The entry level salary for teacher aides shall be as follows:

1995-96.....	\$6.87 Per Hour
1996-97.....	\$7.11 Per Hour
1997-98.....	\$7.36 Per Hour

Fringe Benefits

All Teacher Aides working seventeen and one half (17 1/2) or more hours per week on a regular basis shall be allowed the following fringe benefits:

A. Leave for Personal Business

A written application (presented at least twenty four [24] hours in advance) for personal leave not to exceed three (3) days per year, after one (1) full year of service and only for those aides who regularly work - seventeen and one half (17 1/2) hours or more per week, will be honored as stipulated by the following explanation. The three (3) personal days are divided into categories:

1. Personal leave days may be used by the Teacher Aide checking the specific reason from this list:

Attorney, mortgage or realtor's office, where legal transaction requires the teacher's presence.

College graduation immediate family (one day per incident).

Marriage immediate family (one day per incident).

Presence requested by governmental agency (e.g., State Education Department, New York State Legislature).

Sickness or death in the family

Special religious holiday.

Personal disaster making it physically impossible for Teacher Aide to report to work.

2. Unused personal leave days will be added to accumulated unused sick leave.

Article XIV (contd)

B. Sick Leave

1. Sick leave for all Teacher Aides who regularly work seventeen and one half (17 1/2) hours per week and after one full year of service, shall be eight (8) days per year granted after the first day of attendance of the year (with the exception of a Teacher Aide whose days shall be prorated if they do not complete one (1) full year of service to be used in the second (2nd) year of employment.
  2. No Teacher Aide will be eligible for sick leave until (s)he completes one (1) full year of service.
  3. Teacher Aides will be granted six (6) days in September if they have completed at least one (1) full year prior to that date.
  4. Teacher Aides who complete one (1) full year during the school year will receive a prorated amount for the year in which they complete one (1) full year (i.e., January to January equals three (3) days from January through June).
  5. Sick leave days granted at the beginning of a school year are in anticipation of completing said school year. Appropriate deductions will be made if full year is not completed.
  6. Sick leave days may be accumulated to a maximum of fifty (50) days.
- C. All of the above leave days must be approved by the Building Principal.

ARTICLE XV  
LEAVES - TEACHER ASSISTANTS

A - Jury Duty

1. Jury duty is a civic responsibility which should be recognized and accepted by all citizens. Request for exemption from duty will be made by District officials only under the following circumstances:
    - a) In the case of Teacher Assistants involved in special areas of whom substitutes are not available.
    - b) Teacher Assistants at a critical time preceding final examinations where hardships may be worked upon students.
  2. School personnel called for jury duty will continue to receive regular remuneration.
- B. Leave for Personal Business & Religious Observance
1. A written application (presented at least 24 hours in advance) for personal leave not to exceed three days per year, will be honored as stipulated in the following explanation. The three (3) personal days are divided into categories:

Article XV (contd)

a) One (1) day without reason, subject to these principles:

1. Not for recreation
2. Prior notice - 24 hours
3. Subject to the manning requirements of the District.

b) One (1) day with the Teacher Assistant checking the specific reason from this list:

Attorney, mortgage or realtor's office, where legal transaction requires the teacher's presence

College graduation immediate family (one (1) day per incident)

Marriage immediate family (one (1) day per incident)

Presence requested by governmental agency (e.g., State Education Dept., New York State Legislature)

Special religious holiday

Personal disaster making it physically impossible for Teacher Assistant to report to work

c) One (1) day with the Teacher Assistant checking a box which states that one of the specific reasons listed in (b) above is applicable, but the Teacher Assistant does not signify which one.

2. A Teacher Assistant requesting a personal day before or the day after a vacation period must use the procedure outlined in (c) above.
3. Unused personal leave days will be added to accumulated unused sick leave.

C - Sick Leave

1. Sick leave for all Teacher Assistants shall be twelve (12) days per year granted after the first (1st) day of attendance of the year, with the exception of a Teacher Assistant new to the District. New Teacher Assistants will be granted six (6) days after the first (1st) day of attendance and an additional six (6) days on February 1. This leave shall be cumulative.

Article XV (contd)

2. Each Teacher Assistant will be informed of his accrued number of days of sick leave upon his request.
3. After five (5) days of sick leave in any school year, the Superintendent may, at his discretion, require a physician's certification of illness for subsequent claims under sick leave provisions.
4. Two (2) days non-accumulative sick leave will be allowed for summer school.
5. Teacher Assistants shall be granted 1.2 days sick leave per month of employment.

D - Leave for Sickness or Death in Family

1. Teacher Assistants will be allowed five (5) days of absence per school year for each individual incident without loss of pay on account of critical illness or death in the immediate family (severe or hospitalization).
2. Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law or father-in-law, sister or brother, or person occupying the position of parent.
3. These days will be deducted from the accumulated sick leave.

E - Leave for Death of Relatives

One (1) day deductible leave from Teacher Assistant's accumulated days of sick leave shall be allowed for absence due to death of uncle, aunt, cousin, nephew, niece, grandparent, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

F - Leave of Absence

1. The Board may, at its discretion, grant leaves of absence, either with or without pay, upon application by a member of the teaching assistants' staff.
2. The leave shall in no case be for more than one calendar year.
3. The leave may be granted for the following reasons (but not necessarily limited to these reasons):
  - a) Travel for professional improvement
  - b) Professional study or travel
  - c) Professional Improvement for special assignment or duty
  - d) Illness in the immediate family requiring the services of the Teacher Assistant

SAVINGS CLAUSE

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

LABOR MANAGEMENT COMMITTEE

The parties agree to establish a joint committee of two (2) teaching assistants and two (2) administrators whose purpose will be to make recommendations to the Superintendent regarding teaching assistants' involvement in summer curriculum work and involvement into District offered workshops. This committee will be established within two (2) months from the date of Board ratification of this agreement.

WEST GENESEE PARAPROFESSIONALS ASSOCIATION

The above Agreement is hereby approved on this 4/10/95 and witness whereof the parties concerned have affixed their signatures. All provisions shall take effect as of July 1, 1995 and continue in effect through June 30, 1998 unless otherwise so indicated.

West Genesee Paraprofessionals  
Association

Paula McDonald  
President  
West Genesee Paraprofessionals  
Association

Board of Education

Joseph K. Lewis  
Superintendent  
West Genesee Central School  
District