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

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# Agreement

Between the

Superintendent

of the

GORHAM-MIDDLESEX (“MARCUS WHITMAN”)  
CENTRAL SCHOOL DISTRICT

and the

MARCUS WHITMAN TEACHER AIDES, TEACHING  
ASSISTANTS AND CLERICAL EMPLOYEES ASSOCIATION

July 1, 2014 to June 30, 2017

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**Article I**  
**Recognition**

- A. At its regular meeting of December 10, 2012 the Board of Education took up the request of the Aides & Assistants Association for voluntary recognition by the Aides & Assistants Association as the exclusive representative of the job titles of typist and clerk, which are currently represented by the Clerical Association; together with the representation of the Clerical Association that it no longer wishes to represent the incumbents of these job titles; and having determined that a majority of the members of the Clerical Association desire to now be represented by the Aides & Assistants Association; and upon the representation that the unit can be consolidated under the name of the Marcus Whitman Teacher Aides, Teaching Assistants and Clerical Employees Association; and upon the affirmative recommendation of the Superintendent of Schools; it was Resolved, that the Board of Education does hereby voluntarily recognize the Marcus Whitman Teacher Aides, Teaching Assistants and Clerical Employees' Association as the exclusive representative for negotiation of terms and conditions of employment for employees of the District in the job titles of teacher aide, teaching assistant, lifeguard, typist and clerk.

This recognition excludes managerial and confidential employees, administrative employees represented by the Marcus Whitman Administrators' Association, and employees represented by the Marcus Whitman Teachers' Association, and employees represented by the Marcus Whitman Bus Drivers' Association or employees represented by the Marcus Whitman Custodial, Maintenance and Food Service Employees' Association. Such recognition shall extend for the maximum period permitted by law.

- B. Merger of Units. For the purpose of collective negotiations and the settlement of grievances, this collective negotiating unit agrees to merge with either/or the Marcus Whitman Custodial Association and/or the Marcus Whitman Bus Drivers' Association if either or both of those associations so approves.

**Article II**  
**Negotiations Procedures**

- A. At a mutually agreed time of each year the parties will enter into good faith negotiations over a successor agreement covering the following year. If such an agreement is not concluded 120 days prior to the last day of the year, either party may request the State Public Employment Relations Board to assist the parties to reach an agreement.

- B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the District. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- C. Any individual agreement, arrangement or contract between the District and an individual unit member, hereafter executed, shall be consistent with the terms of this or subsequent agreements executed by the parties.

**Article III**  
**Dues and Benefit Trust Deductions**

The District will deduct dues for the Association after receipt of a signed individual dues authorization card. Dues shall be deducted in equal amounts ending with the last paycheck in June. Dues will be transmitted monthly to the Association treasurer.

The Association shall indemnify and protect the District against any liability or claim, which may arise by reason of the District's compliance with this article.

The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

The Association and its bargaining unit members agree to indemnify and hold the District and any of its agents completely harmless for any and all claims which may result from the implementation of this cause.

**Article IV**  
**Benefits for Unit Members**

- A. Health Related Leave
  - 1. Ten-month and eleven-month unit employees will be granted thirteen (13) days and twelve-month employees will be granted fourteen (14) days for health related absences such as personal illness, death or serious illness in the immediate family. Unit employees appointed at a time other than at the beginning of the work year will be granted a pro-rata share of this leave.

2. Immediate family is defined as a unit member's spouse, child or parent (also parent-in-law), grandchild, grandparent and siblings (but not sibling-in-laws). This includes "step" children, parents etc.
3. The current yearly allotment of days or the remaining number of days in the current allotment may be used in the case of a serious illness of an immediate family member. In addition, a unit member may use up to 30 of her/his accumulated days per school year. If there is need for more days, the unit member can make a request in writing to the Superintendent for an additional time requirement.
4. A unit member's unused allotment of days may accumulate for the health related use of the unit member, with no limit.
5. When a unit member has been absent for 5 or more sick days in a row or for more than 7 in any school year, the Superintendent may require the unit member to furnish a doctor's certificate for the approval of any additional sick days.
6. If a unit member who works on the day shift is unable to report to work, he/she must provide an advanced notice not later than 6:45 a.m.
7. When a unit member calls in and requests leave, he/she must specify the reason for the absence, be it sick leave, family serious illness, personal day or bereavement leave.
8. Upon retirement the District would pay \$100 per each accumulated day not used to enhance retirement through a New York State Retirement System.

B. Personal Days

At the beginning of each school year, a unit member will be credited with up to three (3) personal leave days toward a total accumulation of five (5) days. These days will not be deducted from sick or family days.

If the unit member has reached an accumulation of five (5) days, no more than five (5) personal leave days are to be granted in any one school year. If at the beginning of the school year the three (3) days credited annually to the unit member exceed five (5), the excess is to be credited to the unit member's health related leave days.

Notification forms for personal days will be available in the main office of each building.

Unit members may not take three (3) or more personal days in a row during the first five (5) instructional days nor during the last five (5) instructional days of the school year.

No more than three (3) unit members may take three (3) or more personal days in a row to extend the same recess or holiday period. If more than three (3) unit members desire such usage, those who are permitted leave are to be determined by lot.

Employees appointed at a time other than at the beginning of the work year will be granted a pro-rata share of this leave.

C. Short-term Leave of Absence

The practice in effect prior to the signing of the 1992-1996 Agreement with regard to deduct days is to cease. Unit members may apply to the Board of Education for short term leaves of absence. It is understood that if such a leave is granted by the Board of Education, all applicable health and dental coverage will remain in effect for leaves of thirty (30) work days or shorter.

D. Jury Duty

An employee called for jury duty shall receive his full day's pay from school and the expense money paid by the county. Remuneration from the county will be turned over to the District.

E. Emergency Leave

In the event of absence due to family emergencies, the Superintendent may consider such absence as part of the sick leave program.

F. Return from Leave

Any unit member returning from a medical or any other approved Leave of Absence will return to the same or similar position in the school building from which they took their leave provided they return within three months.

G. Association Leave

The Association President or his/her designee(s) shall be granted any combination of eight (8) full workdays for the purpose of conducting Association business with twenty-four (24) hours notice to the Superintendent or designee.

## H. Notification of Vacancies

If any unit member assignment is vacated during the school year or any new assignment is made, the vacancy will be posted in all buildings. Unit members interested in the vacancy will notify the School Business Official of their interest. Notices will be posted no less than ten days before an appointment is made. The District will mail job vacancy announcements that occur in the summer recess period to the President of the Association. No job will be temporary over four (4) weeks.

## I. Seniority

### 1. Teacher Aides

Seniority, as defined in this agreement, shall mean the total length of continuous service in the District beginning with the unit member's probationary appointment as a Teacher Aide. Unit members will be laid off in the inverse order of seniority and will be recalled by seniority. Each year before September 30, the administration will provide a seniority list to the officers of the Unit.

### 2. Teaching Assistants

Seniority for Teaching Assistants shall be defined in accordance with Education Law. If two or more Teaching Assistants were appointed at the same Board of Education meeting, the date of hire as a teacher aide, if the Teaching Assistant had worked as a teacher aide in the District, will be used to determine who is more senior. If the Teaching Assistant had not worked as a teacher aide in the District, then seniority will be determined by date and order of Board appointment.

In the event that a position of Teaching Assistant is abolished, the affected teacher assistant (the least senior) may return to the position of teacher aide if he/she was promoted from that position to Teaching Assistant, with continuous service. Their seniority as a teacher aide is frozen at time accumulated when leaving the position. Such an action may result in the displacement or elimination of a currently employed teacher aide.

### 3. Lifeguards

Seniority, as defined in this Agreement, shall mean the total length of continuous service in the District beginning with the unit member's probationary appointment as a lifeguard. Unit members will be laid off in inverse order of seniority and will be recalled by seniority. Each year before September 30, the administration will provide a seniority list to the officers of the Unit.

In the event that a position of lifeguard is abolished, the affected lifeguard (the least senior if more than one) may return to the position of teacher aide, if s/he had held



that job title immediately prior to his/her appointment as a lifeguard (i.e. the service was continuous). The seniority as a teacher aide is frozen at time accumulated when leaving the position. Such an action may result in the displacement or elimination of a currently employed teacher aide.

#### 4. Clerical Employees

The retention rights of competitive class Clerical Unit employees with respect to seniority are governed by the New York Civil Service law.

#### J. Child Care

Leave without pay for childcare purposes will automatically be granted when in conjunction with the birth of a child or in the case of adoption of an infant under five (5) years of age.

The duration of such leave shall be up to a maximum of one (1) school year.

The unit member must notify the District at least thirty -(30) days prior to the date of commencing such leave.

#### K. Extra Day

Teaching Assistants are eligible to receive one paid holiday after completing five (5) years of service and having met the requirements to be a Teaching Assistant.

#### L. Retirement Incentive For Teacher Aides, Teaching Assistants and Lifeguards

Effective on January 1, 2009, those eligible unit employees who have at least twelve (12) years of service with the District and who retire from the District, will receive a payment from the District equal to the difference between the retiring unit member's annual wage rate for the school year in which the employee retires and the annual wage rate at the starting wage rate for the position of teacher aide. The retiring unit member's annual wage rate will include the current rate of pay plus any longevity stipend, and any stipend for holding a degree, plus any salary credit for course work up to January 15, 2010, plus any stipend for a computer lab teaching assistant. The annual wage rate does not include overtime pay and payment for in-service programs. The calculation will be based on the same daily hours of work for both the retiring unit member and the starting wage. This payment will be made within sixty- (60) calendar days after the unit member retires.

For purposes of this payment, the term retirement means that the unit employee is at least 55 years of age and is eligible to retire with a service retirement under the terms of the NY State retirement program to which s/he is enrolled, although the unit employee need not be enrolled in the NY State retirement system to be eligible.

In addition, this benefit is not available to a unit member who resigns or retires in the face of charges preferred against the unit member seeking discharge pursuant to Article IX of this Agreement. Should it be determined that the unit member did not engage in misconduct and or incompetence, then this benefit will be available to the unit member.

M. Retirement Incentive For Clerical Employees

Effective July 1, 2010, those eligible unit employees who have at least ten (10) years of service with the District and who retire from the District, will receive a payment from the District in accordance with the following:

|                           |           |
|---------------------------|-----------|
| 10-20 years of service:   | \$10,000  |
| 21 -30 years of service:  | \$12,000  |
| Over 30 years of service: | \$15,000. |

For newly appointed unit members on and after July 1, 2014, those eligible unit employees who have at least twelve (12) years of service with the District and who retire are eligible to obtain the payment.

For purpose of this payment, the term retirement means that the unit employee is at least 55 years of age and is eligible to retire with a service retirement under the terms of the NY State retirement program to which he/she is enrolled, although the unit employee need not be enrolled in the NY State retirement to be eligible.

In addition this benefit is not available to a unit member who resigns or retires in the face of charges preferred against the unit member seeking discharge pursuant to the NYS Civil Service Law and Regulations. Should it be determined that the unit member did not engage in misconduct and or incompetence, then this benefit will be available to the unit member

See Article XIV (Tax Sheltered Annuity/403(b)/Retirement Incentive Treatment)

N. Sick Day Bank

1. All contributions will be voluntary.
2. Each member of the bargaining unit shall have the opportunity to elect to participate in the Sick Day Bank by enrolling in the Bank no later than October 1, or within 30 days of employment if hired after the beginning of the school year. Only such members including unit employees formerly in the Clerical Association who elect to participate in the Sick Leave Bank by enrolling in the Bank no later than October 1, 2014 will be eligible to use the days from the bank.

3. The Sick Day Bank may only be used for involuntary disabilities or illnesses. Medical reports by the member's physicians may be required as a condition for use of the bank.

4. Each new enrollee will be immediately assessed one (1) day, which shall be added to the bank. When the bank has been depleted to five (5) days, all members will be automatically assessed one day, which will be added to the bank. This process will be repeated at any future time the bank is again depleted to five (5) days.

5. A person will not be able to withdraw days from the sick day bank until his/her own sick leave is depleted.

6. A member of the sick day bank must be absent for 10 consecutive days prior to commencement of use of the Sick Day Bank.

7. The sick day bank will be administered by a sick day bank committee composed of one (1) person appointed by the Superintendent and three (3) persons from the Association appointed by the President of the Association. The approval of sick bank days must be by majority vote of the sick bank committee members. The committee will submit a detailed report of the operation and use of the Sick Day Bank including, but not limited to, the names of each of the individuals using sick days, the type of involuntary disability or illness.

O. Pool Duty.

No unit member will be required to go into the pool with students unless the job description specifically indicates this duty (except for the lifeguard who is expected to work in the pool at the school district.)

**Article V**  
**Health Care Program**

A. Effective September 1, 2014, the base plan is to be the FLASHP plan called Blue Point 2 Select with a \$0/30/50 prescription drug plan.

B. Clerical Association Unit Employees: the District agrees to pay 89% of the cost of the base plan on behalf of the eligible unit member who has been appointed prior to July 1, 2014 and the eligible unit member shall pay the remainder of the cost of the health care plan in which s/he is enrolled by payroll deductions.

- C. Aides & Assistant Association Unit Members: the District agrees to pay 90% of the cost of the base plan on behalf of the eligible unit member who has been appointed prior to July 1, 2014 and the eligible unit member shall pay the remainder of the cost of the health care plan in which s/he is enrolled by payroll deductions.
- D. An eligible unit employee may apply the District's contribution of the base plan toward the purchase of any plan currently offered by the District, and the unit employee's dollar contribution could then be less or more than it would be if s/he enrolled in the base plan for current employees. In no case will the District pay more than 100% of the plan chosen using this process.
- E. Effective July 1, 2014 for newly appointed and eligible full-time unit members the District agrees to pay 88% of the cost of the Base Plan the unit member shall pay the remainder of the cost of the health care plan in which s/he is enrolled by payroll deductions. An eligible unit employee may apply the District's contribution of the base plan toward the purchase of any plan currently offered by the District, and the unit employee's dollar contribution could then be less or more than it would be if s/he enrolled in the base plan for current employees. In no case will the District pay more than 100% of the plan chosen using this process.
- F. Plans Offered:
- i. Healthy Blue \$30/\$50 Plan with \$5/35/70 prescription drug plan
  - ii. Blue Point 2 Select (\$15 co-pay) with \$0/30/50 prescription drug plan
  - iii. Blue Point 2 Value (\$20 co-pay) with \$10/25/40 prescription drug plan
  - iv. Blue Point 2 Extended (\$5 co-pay) with \$5/15/30 prescription drug plan for the 2014-15 school year only, after which this plan will no longer be available for enrollment
  - v. Healthy Blue High Deductible "100" Plan. The District will contribute 100% of the cost of the plan premium; and 100% of the amount of the deductible on the first day of plan enrollment beginning on January 1<sup>st</sup> up to the amount of the District's contribution to the health care base plan on behalf of the full-time employee. Should the full cost of this plan and the full cost of the deductible exceed the district contribution to a full-time employee enrolled in the base plan, then the parties agree that the plan is to be funded first before application of the money to the deductible.  
The plan does have a prescription drug plan under which the employee per script co-pay becomes effective after the employee pays the total deductibles. The prescription drug plan is \$5/35/70. The earliest that a unit member may enroll in the plan is during an open enrollment period which is to occur in November of 2014 with the plan to begin January 1, 2015.

- G. Plan Discontinued. If there comes a time when the FLASHP consortium or Excellus discontinues one of the health care plans that is offered for enrollment, the parties shall, upon the request of the other party, promptly meet and begin the process of negotiations in an attempt to find a mutually acceptable plan to replace the discontinued plan or a negotiated agreement to resolve the loss of a health care plan. The parties understand that any replacement plan will not likely be identical.

If the parties cannot agree on a plan or a course of action to resolve the issues associated with the loss of a health care plan, either party may declare impasse on this issue and seek assistance from the NYS PERB, or, in the alternative, the parties may then agree on the selection of an outside mediator or facilitator to help the parties reach agreement on the issues involved the loss of a health care plan. The cost of any outside mediator or facilitator is to be split 50%/50% by the parties.

The agreement on the preceding two paragraphs does not constitute a waiver of the right to file a grievance with respect to the language contained in the Agreement.

- H. Definitions for Purposes of the Health Care Program.

a. Full-Time. An employee who, during the course of a school year, works an average of thirty (30) hours or more per week on a regular basis. This could be a ten (10) month or twelve (12) month employee.

b. Part-time. An employee who, during the course of a school year, works less than an average of less than thirty (30) hours per week on a regular basis.

c. Eligible Unit Employee. Part-time unit employees who work more than twenty (20) hours per week on a regular basis and less than thirty (30) hours a week on a regular basis may enroll in the District's health care program and in the dental plan.

d. For those unit employees who regularly work more than twenty (20) hours a week but less than thirty (30) hours a week over the course of a school year and who wish to participate in the District's group health insurance plan the District shall offer coverage on a pro-rata contribution rate according to how many hours per week are worked as compared to a full-time employee working 30 hours per week.

- I. Where the District employs a husband and wife, the District will only be obligated to provide and pay contributions for one (1) family health care insurance premium. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such case the District agrees to pay the full premium cost for the family plan. In such a case neither husband nor wife is eligible for the opt out payment for declining participation in the District's health care program.

- J. Eligible unit employees may change health care program coverage during the open window period as set by the insurance carrier.
- K. Dental Plan. The District currently offers a dental care plan under which any eligible unit member may join. Each unit member who enrolls in the dental plan shall pay fifty percent (50%) of the cost of the annual premium by payroll deductions.
- L. Opt-Out Payment. A unit employee who is eligible for health care coverage and who elects not to join the health care plan shall receive an annual payment of money from the District of One Thousand Five Hundred Dollars (\$1,500.00) in lieu of the family plan or Seven Hundred Fifty Dollars (\$750.00) in lieu of the individual plan. This amount shall be prorated for any partial year.

This election to opt out is made because the unit member is eligible for duplicate health care coverage elsewhere through the employment of a spouse or the unit member is otherwise covered.

The unit employee is to make his/her election on the District's form and submit it during April of each year. Each subsequent year, the unit employee must make an election so as to notify the District of his/her intention with regard to participation in the health care program. This election to opt out will operate unless there occurs a qualifying event under which the unit employee may rejoin the health care plan such as death, divorce, or loss of other health care coverage.

In order to be eligible for the opt-out payment, the unit employee must file with the District, a signed wavier (Form attached as Appendix A) and provide sufficient proof of affordable coverage.

- M. The District agrees to administer flexible spending accounts for unit members where the unit member segregates out a certain amount of money from payroll checks to be used for the payment of his/her portion of the cost of the health care program and for qualified medical expenses that are not reimbursed. These flexible-spending accounts will operate in full compliance with any applicable federal and state laws.
- N. The parties note the existence of the Family and Medical Leave Act (FMLA) including those portions that address the payment of health care insurance premiums during periods of qualified FMLA leave. The parties agree to extend the provisions of FMLA to all unit members.
- O. Health Reimbursement Arrangement (HRA). The District will contribute to health reimbursement arrangements on behalf of each unit member as described below.

1. Annual Opportunity To Opt-Out of HRA. Beginning with the start of any plan that begins after January 1, 2014, unit employees are to be permitted on an annual basis to permanently opt out of the HRA and waive future

reimbursements. The opportunity to opt out of the HRA will be provided in a form prepared by the District and agreed upon by the Association. This form is in Appendix B.

2. These accounts are to be established in full accord with the Internal Revenue Code §105(h) and with the provisions of the Affordable Care Act. To the extent permitted by law, the parties agree that the amounts placed in these accounts by the employer may, if unused, roll over each plan year.

3. Effective with the plan year following July 1, 2014, the District will contribute the following amounts to be placed in a health reimbursement arrangement (HRA) for each eligible unit member who is enrolled in one of the District's health care plans and who works at least twenty (20) hours per week on a regular basis who has been appointed prior to January 1 of any year beginning with 2014:

|   | 2014-2015<br>2015-2016 | 2016-2017 |
|---|------------------------|-----------|
| Teacher Aides, Teaching Assistants & Lifeguards | \$650                  | \$675     |
| Clerical Employees                              | \$800                  | \$825     |

4. Effective January 1, 2014, unit members who work at least 20 hours per week on a regular basis who are not enrolled in the District's health insurance plan will receive a cash payment of \$650 (Teacher Aides & Teaching Assistants & Lifeguards) or \$800 (Clerical Employees) in January each year. Effective January 1, 2017, this cash payment shall increase to \$675 (Teacher Aides, Teaching Assistants & Lifeguards) or \$825 (Clerical employees).

5. Health reimbursement arrangement payments shall be made in January.

6. If a unit member contributes money into his/her own flexible spending account such money shall be used first prior to the unit member's health reimbursement account.

7. When the District accepts a unit member's resignation for the purpose of retirement; any balance remaining in the health reimbursement account is accessible to the retiree until such account is depleted. The retiree has the option to apply the remaining balance towards the purchase of health care through the District. When the District accepts a unit member's resignation for non-retirement purposes, any balance remaining in the health reimbursement arrangement is accessible for a period of ninety- (90) days following the date of resignation.

**Article VI**  
**Health and Safety**

One (1) unit member will participate in the health and safety committee from each building.

**Article VII**  
**Personnel File**

- A. Unit members shall have the right to review their personnel file except for letters of reference and recommendation.
- B. Unit members shall have the right to have a representative with them when they review their file.
- C. Unit members shall be afforded an opportunity to respond to any critical documents, which are placed in their personnel files. Such written response must be made within ten (10) working days after the critical document is placed in the personnel file.

**Article VIII**  
**Normal Working Hours**

- A. The normal working hours for teacher aides will be between 7:15 a.m. and 4:30 p.m. The lunch period is a period of thirty (30) minutes and is unpaid. Teaching Assistants will work the same hours as teachers (7 - ¼ hours including lunch).
- B. Before the District changes the normal working schedule for existing unit members, it will discuss the proposed change with association representatives.
- C. If there is a need for a teaching assistant to work beyond the normal working hours, the District may ask for a teaching assistant to volunteer to do the work. The teaching assistant will be paid his/her regular hourly rate.
- D. The daily hours of work for the lifeguard are 7 - ¼ hours including lunch. The lifeguard will be paid at her/his regular hourly rate of pay for work performed beyond the regular workday.
- E. Teaching Assistants will receive 40 minutes of consecutive planning time per day.
- F. Each unit member will record her/his attendance at work on a daily basis on a form to be negotiated by the District and the Association. Unit members will record any hours worked beyond the regular workday on a voucher.

**Article IX**



## Working Schedule for Clerical Employees

### A. Work Year

1. Unit members shall be employed either ten (10) months, eleven (11) months or twelve (12) months.

2. The annual work-day calendar for ten (10) and eleven (11) month clerical employees will be set by the District after consultation with the President of the Association.

3. Eleven (11) month clerical employees shall be paid for 220 days and shall work 209 days including all days when school is in session with eleven paid holidays being:

|                           |                            |
|---------------------------|----------------------------|
| Columbus Day              | New Year's Day             |
| Veterans' Day             | Martin Luther King Jr. Day |
| Thanksgiving Day          | President's Day            |
| Friday after Thanksgiving | Good Friday                |
| Christmas Day             | Memorial Day               |
| New Year's Eve            |                            |

4. Of the required number of workdays twenty (20)- days are to be worked between July 1<sup>st</sup> and the start of the student school year in the fall, unless the school calendar necessitates that more than twenty (20) days must be worked in the summer recess. The dates to be worked shall be agreed upon by the employee and his/her immediate supervisor.

5. Twelve-month employees shall work the same schedule as the District Office staff with the same fourteen (14) paid holidays per year.

6. Ten month clerical employees shall work 200 days per (eleven of which are paid holidays) including all days when school is in session.

### B. Superintendent's Conference Days

All clerical unit members are required to report for work on the first Superintendent's Conference Day.

### C. Extra Work

If ten (10) or eleven (11) month employees are requested by her/his immediate supervisor to work on days not required by the above work schedule, s/he will be compensated at his/her regular hourly rate of pay.

The extra work shall be compensated with wages and may not be treated as compensatory time without the unit member obtaining the permission of her/his immediate supervisor.

D. Paid Holidays

Holidays are paid at the same number of hours per day as regular workdays.

Paid Holidays for twelve(12) month employees are:

|                        |                  |                           |
|------------------------|------------------|---------------------------|
| New Year's Day         | Independence Day | Friday after Thanksgiving |
| Martin Luther King Day | Labor Day        | Christmas Eve             |
| Presidents' Day        | Columbus Day     | Christmas Day             |
| Good Friday            | Veteran's Day    | New Year's Eve            |
| Memorial Day           | Thanksgiving Day |                           |

Holidays that fall on Saturday or Sunday will be taken on Friday or Monday whichever day school is not in session.

E. Vacation Leave

10 Month and 11 Month Clerical Employees:

After the completion of one (1) year of service to the District, each eleven (11) month clerical employee shall receive two (2) vacation days.

After completion of five (5) years of service to the District, each eleven (11) month clerical employee shall receive an additional vacation day for a total of three (3) vacation days.

After the completion of five (5) years of service to the District, each ten (10) month clerical employee shall receive one (1) vacation day.

This time off will be scheduled with the employee's immediate supervisor and will not be charged as personal or health-related time. These days must be used within the fiscal year and cannot be carried over for future use.

12 Month Clerical Employees:

Twelve-month employees shall receive vacation time as follows:

|                                     |              |
|-------------------------------------|--------------|
| After one year                      | 7 work days  |
| After two – seven years             | 12 work days |
| After eight to thirteen years       | 18 work days |
| After fourteen years to twenty-four | 20 work days |

|                                    |              |
|------------------------------------|--------------|
| After twenty-five years and beyond | 25 work days |
|------------------------------------|--------------|

Unit members may roll over 5 days, never accumulating more than 5 days more than the total yearly allowance.

F. Job Responsibilities

Unit members who are responsible for the operation of the secured door entry system in the buildings will not be held responsible for the actions of the people that have been allowed in the building.

**Article X**  
**Wages & Salary**

A. 1. Wage/Salary Schedule Teacher Aides:

| Step | 2014-2015 | 2015-2016 | 2016-2017 |
|------|-----------|-----------|-----------|
| 1    | \$ 9.49   | \$ 9.61   | \$ 9.73   |
| 2    | \$ 9.61   | \$ 9.74   | \$ 9.85   |
| 3    | \$ 9.68   | \$ 9.87   | \$ 9.99   |
| 4    | \$ 9.78   | \$ 9.95   | \$ 10.12  |
| 5    | \$ 9.90   | \$ 10.04  | \$ 10.19  |
| 6    | \$ 10.09  | \$ 10.17  | \$ 10.29  |
| 7    | \$ 10.27  | \$ 10.36  | \$ 10.42  |
| 8    | \$ 10.45  | \$ 10.55  | \$ 10.62  |

Effective 2014-2015, the starting salary for teaching assistants shall be no less than \$15,097.

Effective 2015-2016, the starting salary for teaching assistants shall be no less than \$15,300.

Effective 2016-2017, the starting salary for teaching assistants shall be no less than \$15,492.

## 2. Starting Salary For Clerical Employees

The starting salary for newly-hired employees or that of a school district employee transferring from another position within the school district will be determined by the Superintendent of Schools, but will be no lower than the rate established by contract. Determination of the starting salary will consider the following: experience of employee in a similar position; the salary of current unit members with similar years of experience with the school district.

The President of the Clerical Association will be consulted when the salary for a newly hired employee is determined. The new salary will not exceed that of a ten (10) year employee in the clerical unit.

A minimum entry rate for newly hired unit members will be as follows:

2014-2015: \$9.63 per hour

2015-2016: \$9.76 per hour

2016-2017: \$9.88 per hour

If unit members are asked to work in the library as a substitute for the librarian, or as a substitute for a teacher, they will receive fifteen dollars (\$15.00) per day in addition to their regular pay.

### B. Negotiated Wage Increases

For the 2014-2015 School Year: Each returning bargaining unit member is to receive an increase of 2.70%, inclusive of increment, over the rate of pay for the unit member for the 2013-14 School Year.

For the 2015-2016 School Year: Each returning bargaining unit member is to receive an increase of 2.70%, inclusive of increment, over the rate of pay for the unit member for the 2014-15 School Year.

For the 2016-2017 School Year: Each returning bargaining unit member is to receive an increase of 2.50%, inclusive of increment, over the rate of pay for the unit member for the 2015-16 School Year.

C. Unit members starting between September 1 and January 30 will be given credit for one year. Unit members starting between February 1 and June 30 would stay at the beginning pay for the next year.

### D. Longevity Payments/Career Increment Payments For Teacher Aides/Teaching Assistants/Lifeguards

1. Each full-time unit member hired before July 1, 2002 shall receive the following cumulative longevity payments:

|                                       |        |                 |
|---------------------------------------|--------|-----------------|
| After completion of five years        | \$450  |                 |
| After completion of ten years         | \$625  | (\$1,075 total) |
| After completion of fifteen years     | \$725  | (\$1,800 total) |
| After completion of twenty years      | \$825  | (\$2,625 total) |
| After completion of twenty-five years | \$950  | (\$3,575 total) |
| After completion of thirty years      | \$1325 | (\$4,900 total) |

2. Each full-time unit member hired after July 1, 2002 shall receive the following cumulative longevity payments:

|                                       |        |                 |
|---------------------------------------|--------|-----------------|
| After completion of ten years         | \$625  |                 |
| After completion of fifteen years     | \$725  | (\$1,350 total) |
| After completion of twenty years      | \$825  | (\$2,175 total) |
| After completion of twenty-five years | \$950  | (\$3,125 total) |
| After completion of thirty years      | \$1325 | (\$4,450 total) |

Part-time unit members receive a pro-rata amount of these longevity payments with reference to the number of hours worked on a regular basis during the reference period as compared to a full time employee working thirty- (30) or more hours on a regular basis.

These rates are pro-rated from the date of hire.

After attaining the years of service that enable a unit member to be eligible for the longevity payments as set forth above, the unit member receives this payment each year until s/he attains the next rung on the longevity ladder.

E. Longevity Payments For Clerical Employees

Full-time unit members appointed before June 30, 2014 will receive longevity increments according to the following schedule:

| Upon Completion Of: | Increment | Total  |
|---------------------|-----------|--------|
| Five Years          | \$475     | \$475  |
| Ten Years           | \$625     | \$1100 |
| Fifteen Years       | \$725     | \$1825 |
| Twenty Years        | \$825     | \$2650 |
| Twenty-five Years   | \$975     | \$3625 |
| Thirty Years        | \$1325    | \$4950 |

Full-time unit members appointed after July 1, 2014 will receive longevity increments according to the following schedule:

| Upon Completion Of: | Increment | Total  |
|---------------------|-----------|--------|
| Ten Years           | \$625     | \$625  |
| Fifteen Years       | \$725     | \$1350 |
| Twenty Years        | \$825     | \$2175 |
| Twenty-five Years   | \$950     | \$3125 |
| Thirty Years        | \$1325    | \$4450 |

These payments are additive, with no phase-in. Unit members will go to the step upon completion of the required number of years. This payment will not be added to the hourly rate of pay when figuring pay increases.

F. Computation of Wages and Salaries

The wages and salaries of unit members are computed on the basis of 183 days of work, which includes the first Superintendent’s Conference Day and any snow & emergency closing days, which are “taken” each year. Unit members do not work on snow & emergency closing days.

G. Extreme Weather Closing

If any days of work are canceled due to extreme weather conditions (snow day), the District does not require that unit members come to work and each unit member will be paid for each such “snow day,” except that if the District must make up one or more days of instruction in order to maximize its receipt of NY State aid due to the taking of several “snow days” over the course of each school year, then in that case, one or more days of work will be scheduled and worked without any additional compensation being paid for these additional work days.

H. Additional Payments.

A unit member who works one (1) hour or fraction thereof per day, as a substitute teacher, nurse or secretary will be paid an additional \$8.00 for that day. A unit member who works 1 hour and up to 3 hours as a substitute teacher, nurse or secretary will be paid an additional \$20 for that day. Any unit member who works more than 3 hours, as a substitute teacher, nurse or secretary will be paid an additional \$40 for that day.

I. Professional Development and College Course Work

In-Service Work. Unit members may take in-service courses and programs sponsored by the District as follows:

1. Work Time In-Service.

a. All unit members are required to work the first Superintendent Conference Day in the work year, so advance approval is not required for the first Superintendent Conference Day. The first Superintendent's Conference Day is a paid day of work.

b. Superintendent Conference Days other than the first. A unit member may take advantage of in-service programs sponsored by the District and offered during Superintendent's Conference Days (other than the first) with the advance approval of the Superintendent or designee. If a unit member is approved for attendance at the Superintendent conference day, the unit member is to be paid for attendance at the unit member's hourly rate of pay.

c. A unit member may take advantage of in-service programs sponsored by the District with the advance approval of the Superintendent or designee.

d. Level III Teaching Assistants. As New York State regulations require level III teaching assistants to obtain 75 hours of professional development courses in each five (5) years professional development period, the District will make reasonable efforts during the work year which will enable level III teaching assistants in the unit to obtain fifteen (15) hours of District sponsored professional development during work time in the work year. The fifteen (15) hours would include the time spent in professional development during any Superintendent Conference Days or other in-service or staff development, if accepted by the State Education Department

2. Non-Work Time In-Service During The Work Year.

a. Unit members will be offered District sponsored professional development programs that occur at times other than the regular workday and unit members may take advantage of such programs with advance approval. The time spent in such professional development programs is unpaid, however if prior approval is obtained, the cost of any such courses offered will be borne by the District.

b. Unit members will also be offered professional development programs sponsored by other schools or organizations, which occur at times other than the regular workday, and unit members may take advantage of such programs with advance approval. The time spent in such professional development programs is unpaid, however if prior approval is obtained, the cost of any such courses offered will be borne by the District.

### 3. Non-Work Time In-Service Programs During the Summer Recess.

a. District Operated Programs. With advance approval of the Superintendent or designee, unit members may enroll in District sponsored professional development programs that occur during the summer recess period. The time spent in such professional development programs is paid on an hourly basis and the cost of any such courses offered will be borne by the District.

b. Other Than District Operated Programs. With advance approval of the Superintendent or designee, unit members will also be offered professional development programs sponsored by other schools or organizations, which occur during the summer recess period. The time spent in such professional development programs is unpaid, however if prior approval is obtained, the cost of any such courses offered will be borne by the District. When the District has specifically required the unit employee to take a specific program during this period of time, the District will, in that case, pay the unit member on an hourly basis for the time spent in the course or program.

#### J. Mileage Between District Buildings

Mileage may be claimed at the current IRS mileage rate by unit employees whose assignment requires travel in the employee's own vehicle to more than one (1) district school building on a given day.

#### K. Personal Care

A unit member who is regularly assigned to the personal care of an individual student, as defined below, shall receive \$1.25 per hour more. This differential shall only apply to care that includes specialized physical care, toileting, restraint or other closely related activity requiring significant physical contact with the student or physical exertion. When other unit members are assigned as substitutes during the absence to the unit member, the substitute shall receive the same differential for each hour of substitute service.

#### L. College Course Work(All Unit Members)

1. The District will also pay unit members who obtain advance approval for college coursework an amount of money to defray and reimburse the cost of tuition and fees charged by colleges.

2. The payment by the District is only for courses that are taken to earn an Associate or Bachelor's degree and not for coursework which is taken to obtain a Master's degree.

3. A unit member who desires to obtain tuition reimbursement requires that the unit member obtain prior approval of courses by the Superintendent or his designee.



The courses must be job related. A grade of "B" or better is required in order to receive tuition reimbursement.

4. The District will reimburse the unit member for no more than six (6) credit hours per semester and no more than eighteen (18) credit hours per school year.

5. The reimbursement rate is the current tuition rate plus fees for a part-time student at SUNY Geneseo.

6. **Course Approval Process.** The process for approval is for the unit member to make written advance application to the Superintendent or his designee on the form provided by the District.

7. **Unit Members Who Hold or Earn Degrees.** For each full work year that the unit member works, the District agrees to pay an amount of money for the attainment of the following degrees, which have been awarded, to unit members:

|                    |         |
|--------------------|---------|
| Associate's Degree | \$ 500  |
| Bachelor's Degree  | \$ 750  |
| Master's Degree    | \$1,000 |

8. If the unit member produces official transcripts to the business official by October 1st of the school year showing that the degree was awarded to the unit member, s/he will receive the full amount for the school year in question. If the unit member produces official transcripts to the business official after October 1st but prior to February 1st of the school year showing that the degree was awarded to the unit member, s/he will receive the one-half of the full amount for the school year in question.

9. **Those Unit Members Who Are Receiving Salary Credit For Course Work.** After January 15, 2010 the District will no longer pay for any additional salary credit, which has been earned for completed coursework. The District will continue to pay those unit members who have opted for the salary credit option at the rate of \$20 for each such credit hour on an annual basis for courses completed by January 15, 2010.

M. Paychecks

Ten (10) month unit members will have the option of receiving 20 or 24 paychecks per year.

Paychecks will be issued on the 15<sup>th</sup> and 30<sup>th</sup> day of each month (or the day preceding these dates if the date falls on a weekend or holiday; and the last day of the month in February. The first paycheck in September shall be on September 15<sup>th</sup> (or the day preceding it if September 15<sup>th</sup> is a Saturday or Sunday).

N. Eleven Month Salary Payment

Beginning with the 2016-17 school year, for unit employees who work on an eleven (11) month basis, the salary to be paid to these employees is computed as follows:

1. September to June salary: this salary is computed on the basis of working 200 days times the number of hours worked each work day times the hourly rate of pay.
2. Work during Summer Recess: Work during the summer recess is computed by multiplying 20 days of work times the number of hours worked each day times the hourly rate of pay. Unit members will be paid for ten (10) days on July 15<sup>th</sup> and ten (10) days on August 15<sup>th</sup> for summer work.

**ARTICLE XI**

**Discharge or Suspension Hearing**

- A. Each teacher aide and clerical employee will serve a one-year probationary period. A probationary teacher aide or clerical employee may be terminated during the probationary period in accordance with the local civil service rules. The procedures set out in Section E below are not available to probationary teacher aides and clerical employees. Permanent teacher aides and clerical employees will not be disciplined or discharged without just cause.
- B. Probationary teaching assistants have those rights as set out in the Education Law. The procedures set out in Section E below are not available to probationary teaching assistants.
- C. Shortened Teaching Assistant Probationary Period. Each teaching assistant who, immediately prior to appointment as a teaching assistant, had attained permanent status as a teacher aide is required to serve a two (2) year probationary period as a teaching assistant instead of a three (3) year probationary period. All other teaching assistants are required to serve a probationary period as set forth in the Education Law. If such a teaching assistant receives an unsatisfactory overall rating on his or her second evaluation of the year, that teaching assistant will be given an opportunity to return to a position as a teacher aide.
- D. Discipline and Discharge of Tenured Teaching Assistants. Tenured teaching assistants shall not be disciplined or discharged without just cause. Tenured teaching assistants who become subject to discipline and discharge are entitled to the procedures and protections of Education Law Section 3020 and Section 3021-a.
- E. Procedure for Discipline and Discharge of Permanent Teacher Aides and Clerical Employees.

1. Should the Superintendent of Schools prefer charges, which would result in discipline and/or discharge against a covered unit employee, any such charges are to be in writing and signed and dated by the Superintendent. Any such charges are to be served upon the unit member by personal delivery or by certified or registered mail, return receipt requested. The charges are to include the terms of any penalty sought by the Superintendent.
2. Within five (5) business days after the unit employee has been served with any such charges, the employee may accept the penalty imposed in the charges or the employee may request in writing to the Clerk of the Board of Education that he/she desires to invoke arbitration of the matter in accordance with the grievance procedure at Stage 4, arbitration.
3. The unit employee [or his/her representative] and the Superintendent [or representative] are to attempt to agree upon the selection of a mutually agreeable arbitrator within five (5) business days after the District receives notice from the employee that arbitration has been invoked to hear the matter. Should there be no mutual agreement upon the "selection" of an arbitrator, one or both of the parties may file a demand for arbitration with the American Arbitration Association and seek a list of arbitrators in accordance with the selection process of the American Arbitration Association.
4. To the extent not inconsistent with the terms of this article, the provisions in Stage 4, Arbitration found in the grievance procedure in this Agreement are to govern arbitration of discipline and discharge cases.
5. At the arbitration hearing the unit employee may be represented by a person or persons of his/her choice and is entitled to ask questions of witnesses and to cross-examine witnesses and to offer other proof and argument on his/her behalf.
6. After the close of the hearing, the arbitrator shall be requested to render a decision in this matter within fifteen (15) business days after the close of the hearing. The decision shall be in writing to the unit employee, his/her representative and to the Superintendent.
7. The Superintendent reserves the right to suspend a unit employee with or without pay. The Superintendent may initially only suspend a unit employee for no more than 30 days without pay. After any such unpaid suspension, the unit employee is to be returned to paid status until the matter is resolved.

## **ARTICLE XII**

### **Grievance Procedure**

#### Section A. - Declaration of Purpose

IT IS THE PURPOSE of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of employees through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal.

#### Section B. - Definitions

- 2.1. A Grievance is a complaint by an employee that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- 2.2. The term Supervisor shall mean the administrator or supervisor responsible for the area in which an alleged grievance arises. This person is normally not the Superintendent, but under certain conditions can be the Superintendent.
- 2.3. Association shall mean the Marcus Whitman Teacher Aides and Teaching Assistants Association.
- 2.4. The grievant shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.5. Grievance Committee is the committee created and constituted by the Association.

#### Section C. - Procedures

- 3.1. Each grievance shall include the name and position of the aggrieved party, the identity of the provision of law, the portion of this agreement, policies, etc., involved in the said grievance, and the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the Association.

- 3.3. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 3.4. The preparation and processing of grievances shall be done with reasonable effort to avoid interruption of work.
- 3.5. The District and the Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- 3.6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.7. Grievance forms will be jointly developed. The Superintendent shall then have grievance forms printed and distributed to facilitate operation of the grievance procedure.
- 3.8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The reason for the exclusion of these materials is to remove the prejudicial effect of finding grievances in an employee's personnel file, prejudging whether or not the employee is a good employee based solely on whether s/he files grievances.

Where the result of a grievance, either by an award of an arbitrator or by a resolution short of an arbitrator's award, constitutes employee discipline, which has been upheld or unchallenged, this award or agreement may constitute a personnel record, which may properly be placed in the personnel file.

- 3.9. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

- 3.10. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.11. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other forum, except as set forth in Stage 4, arbitration.

#### Section D. - Time Limits

- 4.1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is filed at the first available stage within sixty -(60) workdays after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### Section E. - Stages of the Procedure.

##### Stage 1: Supervisor/Building Principal

- a. An employee having a grievance ("grievant") will discuss it with his supervisor/building principal, either directly or through a representative, with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor/building principal. Within five (5) workdays after the written grievance is presented to him, the supervisor/building principal, shall render a decision thereon, in writing, and present it to the employee and the Association President.

Stage 2: Superintendent

- a. If the employee or the Association determines that the, grievance has merit then it will file a written appeal of the decision at Stage 2 with the Superintendent within twenty (20) work days after the employee has received the Stage 1 decision. Copies of the Stage 1 decision shall be submitted with the appeal.
- b. Within seven (7) work days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a meeting with the employee and representatives of the Association to discuss the grievance.
- c. The Superintendent shall render a decision in writing to the employee and the representative of the Association within seven (7) workdays after the conclusion of the meeting.

Stage 3: Board of Education

- a. If the matter remains unresolved with the decision at Stage 2, the grievant and the Association will file an appeal in writing with the Board of Education within fifteen (15) workdays after receiving the decision at Stage 2.
- b. The Board of Education will, in executive session, hold a meeting on the grievance at the next regular Board of Education meeting to be held after receipt of the appeal or the Board may set a special meeting to be held in executive session on the grievance within fifteen (15) days after its clerk receives the appeal on the grievance. At the Board Stage the Association along with the Superintendent or his representative will present its case to the Board
- c. Within fifteen (15) workdays after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 4: Arbitration

- a. In the event that the Association is not satisfied with the Stage 3 decision, it may submit the grievance to arbitration by filing a demand for arbitration with the Board of Education and the American Arbitration Association within fifteen (15) workdays of the decision at Stage 3. The demand will also request that the American Arbitration Association submit a panel of arbitrators so that a single arbitrator may be selected by mutual agreement in accordance with the rules and regulations of the American Arbitration Association.

- b. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- c. By mutual agreement of the District and the Association, more than one grievance may be submitted to the same arbitrator.
- d. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or in violation of the terms of this agreement.
- e. The arbitrator's award shall set forth findings of fact, reasons and conclusions on only that issue submitted for determination.
- f. The arbitrator shall have no power to alter, modify, add to, or subtract from the specific provisions of this agreement.
- g. The decision of the arbitrator shall be binding.
- h. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

### **ARTICLE XIII**

#### **Evaluation**

#### **A. Teacher Aide Evaluation.**

Effective beginning in the 2009-10 school year, each teacher aide will be evaluated annually. The evaluation will be in writing and performed by the building principal or the appropriate administrator. A copy of the written evaluation shall be given to the teacher aide. The teacher aide shall acknowledge receipt of the evaluation by signing the evaluation. The signature of the teacher aide does not indicate that s/he agrees with the ratings or comments made on the evaluation. A teacher aide may reply to the written evaluation and the reply comments shall be filed with the evaluation in the personnel file for the employee. The parties will jointly approve the evaluation form that is to be used which is attached as Exhibit A.

#### **B. Teaching Assistant Evaluation.**

All evaluations of Teaching Assistants shall be conducted by administrators. There will be three evaluations per year for all probationary Teaching Assistants. The first will take place within the first ten (10) weeks of the school year. The second will take place in the second quarter and the third will take place in the third quarter. All evaluations will be done using the Marcus Whitman Central School Support Staff



Performance Appraisal Form. Evaluating administrators will provide feedback and suggestions for improvement, when needed, on this form. Tenured teaching assistants shall be evaluated annually. The form to be used is attached as Exhibit B.

C. Clerical Employee Evaluation.

Effective with the 2014-15 school year, each clerical unit employee will be evaluated annually and this evaluation will be in writing and performed by the building principal or appropriate administrator. The employee shall acknowledge receipt of the evaluation by signing the evaluation. The signature of the employee does not indicate that s/he agrees with the ratings or comments made on the evaluation. The employee may reply to the written evaluation and the reply comments shall be filed with the evaluation in the personnel file for the employee. The parties will jointly approve the evaluation form that is to be used. The District proposes to use Exhibit A, Teacher Aide evaluation form for the time being.

## ARTICLE XIV

### Tax Sheltered Annuity/403(B)/Retirement Incentive Treatment

Effective July 1, 2007, the Employer and Association agree to the following:

#### MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year: in which that employee terminated employment. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:
  - A. For all members in the New York State Teachers' Retirement System

("TRS") with a membership date before June 17, 1971,<sup>1</sup> the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. **403(b) Accounts** Employer contributions shall be deposited into the 403b account opened by the district employee. Each individual, for whom an employer contribution is made, will designate the specific investment accounts, into which the employer contribution shall be made.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and

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<sup>1</sup>Explanation for TRS Categories: Under Education Law § 50 I (II)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i. e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
7. Employees that terminate employment with the District for purposes of retirement and who qualify for normal retirement under the Teachers Retirement System shall receive the same health insurance coverage (or comparable coverage if the District changes providers) as was provided prior to such retirement for a period of time until such time as the calculated value of accumulated, but unused sick leave as determined by Article IV A (8) of the Collective Bargaining Agreement, which sum is to be expended by the District in the payment of health insurance premiums, is exhausted. Such health coverage shall be made available to retirees at the same cost as comparably ranked active employees.
8. Notwithstanding the provisions of Section 7 above, any qualifying retiree who notifies the District, in writing, before June 30th of the year of retirement that he or she has post employment health coverage provided through another health plan shall not receive the benefit described in Section 7 but shall instead receive a non-elective employer contribution into the retiree's 403(b) account in an amount equal to \$100 for each year of service in the District, subject to the IRC 415(c) maximum contribution.
9. A qualifying retiree shall not have an option to receive cash for the benefits provided under Sections 7 and 8. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403(b) account of each retiree's choice. However, if the retiree fails to notify the District where to deposit the 403(b) contributions, then the District shall make the contribution into a 403(b) account established through The Legend Group for the benefit of the retiree.
10. **Retirement Incentive** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire. The total amount of Employer's Non-Elective Contribution for each eligible employee shall in accordance with Article IV, Section L. Retirement incentive, of the Collective Bargaining Agreement and shall be made in one payment on July 31st, of the year the employee retires or within 60 days of employee's retirement date. If the amount to be deposited into the 403(b) account exceeds the maximum contribution for the year the employee retires, the Employer shall defer the payment that exceeds the allowable amount until January 1<sup>st</sup> of the year after the year the employee retires. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal

Revenue Code of 1986, as amended.

## **ARTICLE XV**

### **Computer Labs & Teaching Assistants**

#### A. Levels of Compensation.

There will be three (3) levels of compensation and job responsibilities for teaching assistants working in the computer labs. The duties of each level are described in a separate document detailing the job description of the teaching assistants working in the computer labs.

#### B. Assessment & Evaluation.

Teaching assistants working in the computer labs will be assessed by an evaluation completed with the Technology Director and the Building Principal. The teaching assistant will move to the next level based on the assessment and must have completed at least five (5) professional development workshops or in-service programs in the area of technology.

#### C. Procedure for Payment.

The corresponding stipend will be paid annually to the teaching assistant according to level. If during the course of a school year and after evaluation by the Technology Director and Principal, a teaching assistant is moved to the next level, the increase in pay in accordance with the level attained will be paid for the remainder of that school year on a pro-rata basis.

#### D. Payment.

The money stipends for the levels are:

- Level I: \$800 per school year.
- Level II: \$900 per school year.
- Level III: \$1,000 per school year.

#### E. Extra Hours.

Extra hours worked for support outside the normal workday should be pre-approved by the Building Principal and are to be submitted to the Business Office on a claim form for payment at the teaching assistant's regular hourly rate of pay.

**ARTICLE XVI**  
**Duration of Agreement**

This agreement shall be in effect commencing July 1, 2014 and terminate June 30, 2017.

**It is agreed by the between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by Amendment of Law or providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.**

Marcus Whitman Teacher Aides, Teaching Assistants and Clerical Employees Association

Gorham-Middlesex Central School District

Date 10/6/14  
By LuAnn Oswald  
LuAnn Oswald  
President

Date 10/6/14  
By Jeremy Clingerman  
Jeremy Clingerman  
Superintendent of Schools

The Marcus Whitman Central School District, Rushville, New York does not discriminate on the basis of sex in the educational programs of activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs course offering and student activities.

The District official responsible for the coordination of activities relating to compliance with Title IX is the School Business Official, Marcus Whitman District Office, (585) 554-4848. This official will provide information, including complaint procedures to any student or employee who feels that her or his rights under Title IX may have been violated by the District or its officials.

## APPENDIX A

### WAIVER OF RIGHT TO ENROLL IN A HEALTH CARE PLAN OFFERED BY THE DISTRICT

On behalf of myself and my eligible dependents (if any), I acknowledge that the Gorham-Middlesex ("Marcus Whitman") Central School District has offered me the opportunity to enroll in its medical insurance plan (s) and I hereby waive enrollment in the employer/school district medical insurance plan(s) at this time for the following reason:

- \_\_\_ I am covered under another plan as a spouse or a dependent
- \_\_\_ I have coverage through a plan offered through an Exchange
- \_\_\_ I am covered by Medicare, non-group, or a Veterans program
- \_\_\_ I am covered under another plan sponsored by a second employer

In declining to participate in the employer/district medical insurance plan at this time due to other health coverage listed above, please provide the following information:

Print Subscriber Name: \_\_\_\_\_

Carrier Name: \_\_\_\_\_

Group/Policy Number: \_\_\_\_\_

Even though you are declining enrollment at this time, you will be able to enroll in the school district's medical insurance plan(s) during the plan(s)' future open enrollment periods if you remain eligible for insurance through the school district. In addition, you may be able to enroll at other times during the year if you experience a qualifying change in family status such as the birth or adoption of a child, a marriage or divorce, or the loss of other coverage.

I further understand that I may be entitled to an annual stipend based on my decision not to receive health benefit coverage from the school district, the details of which are described in the collective bargaining agreement between the Gorham-Middlesex ("Marcus Whitman) Central School District and the Marcus Whitman Teacher Aides, Teaching Assistants and Clerical Employees' Association.

Print Employee's Name: \_\_\_\_\_

Date: \_\_\_\_\_ Employee's signature\*: \_\_\_\_\_

I affirm that the assertions made by me in this form are true and complete to the best of my knowledge.

Date: \_\_\_\_\_ Business Administrator's Signature: \_\_\_\_\_

## Appendix B

### **HEALTH REIMBURSEMENT ARRANGEMENT: OPT OUT FORM/ALSO KNOWN AS/ WAIVER OF HEALTH REIMBURSEMENT ARRANGEMENT (HRA)**

I, \_\_\_\_\_ (print name), acknowledge that I am eligible for receipt of the funds in a health reimbursement arrangement (HRA) by virtue of this benefit being in Article V, Health Care Program, Section 0. Health Reimbursement Arrangement in the collective bargaining agreement for a bargaining unit that includes me at the Gorham-Middlesex (Marcus Whitman) Central School District; and I am, by my signature below, opting out of the HRA and I waive and forego future HRA reimbursements.

Date: \_\_\_\_\_ Signature\*: \_\_\_\_\_

Date: \_\_\_\_\_ Business Administrator's  
Signature: \_\_\_\_\_



## Exhibit A      Annual Evaluation: Teacher Aide/Clerical Employees

Name: \_\_\_\_\_

Employment Date: \_\_\_\_\_

The employee whose name appears above has been appointed according to the rules and regulations of the Civil Service Commission.

Rate Each Factor

O—Outstanding

S—Satisfactory

M—Marginal/Needs Improvement

U—Unsatisfactory

Written explanation required for areas marked as marginal or unsatisfactory

- \_\_\_\_\_1.      Performs all assigned job responsibilities thoroughly and accurately.
- \_\_\_\_\_2.      Organizes work in efficient manner.
- \_\_\_\_\_3.      Maintains good attendance.
- \_\_\_\_\_4.      Reports on time and works the scheduled hours and consistently follows a daily schedule.
- \_\_\_\_\_5.      Takes initiative, is a self-starter who can be efficient, resourceful and creative toward job objectives and duties.
- \_\_\_\_\_6.      Works cooperatively as a team member. Maintains open communications with teachers, principal, and colleagues.
- \_\_\_\_\_7.      Presents self in a professional manner and appropriate appearance for the working environment.
- \_\_\_\_\_8.      Maintains confidentiality.
- \_\_\_\_\_9.      Uses good judgment and is an appropriate influence on students.
- \_\_\_\_\_10.     Displays understanding of objectives, duties, and responsibilities and makes an effort to keep informed and participates in available workshops and other training opportunities.

Specific Suggestions for Improvement:

Areas of Strength:

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Date

Administrator's signature

I have received and reviewed this evaluation report with my supervisor.

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Date

Employee's Signature

One copy to employee.

One copy to employee's personnel file.

## Exhibit B Annual Teaching Assistant Evaluation Form

Name \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Observer \_\_\_\_\_

|  | Needs Improvement | Acceptable | Excellent | Not Applicable |
|--|-------------------|------------|-----------|----------------|
| <b>Class Structure</b>   |                   |            |           |                |
| Works well within the classroom  |                   |            |           |                |
| Handles situations and makes reliable decisions  |                   |            |           |                |
| Works with teacher in selecting lesson plans for appropriate level of learning (planning period) |                   |            |           |                |
| <b>Teacher Assistant Interaction</b>   |                   |            |           |                |
| Works well with the teacher and influences students appropriately                                |                   |            |           |                |
| Involves a variety of students   |                   |            |           |                |
| Demonstrates awareness of individual students learning needs                                     |                   |            |           |                |
| <b>Content</b>   |                   |            |           |                |
| Appears knowledgeable  |                   |            |           |                |
| Appears well organized   |                   |            |           |                |
| Explains concepts clearly  |                   |            |           |                |

**Comments:**

Signature indicates I have received a copy of this document and have been given the opportunity to respond in writing.

\_\_\_\_\_  
Administrator's Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Teacher Assistant's Signature \_\_\_\_\_ Date