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Contract Database Metadata Elements

Title: **Marcus Whitman Central School District and Marcus Whitman Teacher Aides and Teacher Assistants Association (2005)**

Employer Name: **Marcus Whitman Central School District**

Union: **Marcus Whitman Teacher Aides and Teacher Assistants Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5556**

Unit Size:

Number of Pages: **20**

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AID / 5556

Agreement

between the

Superintendent

of the

MARCUS WHITMAN CENTRAL SCHOOL DISTRICT

and the

MARCUS WHITMAN TEACHER AIDES
AND TEACHER ASSISTANTS ASSOCIATION

July 1, 2005 to June 30, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 10 2005

ADMINISTRATION

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Article I
Recognition

- A. The Marcus Whitman Central School Board of Education, having determined that the Marcus Whitman Teacher Aides Association is supported by a majority of the teacher aides and hereby recognizes the Marcus Whitman Teacher Aides Association as the exclusive negotiating agent for the teacher aides and teacher assistants in such unit.

Such recognition, as provided by the provisions of Chapter 392 of the Laws of 1967 (Public Employees Fair Employment Act better known as the Taylor Law), shall extend to the maximum period authorized 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 employees will be granted 13 days for health related absences such as personal illness, death or serious illness in the immediate family.
2. Examples of immediate family are a unit member's spouse, child, parent, and/or other relatives.
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.

This section shall become effective with the signing of the 1996-99 Agreement, except that the provisions of Section 8 shall be retroactive to anyone who retired in the 1996-97 and 1997-98 school year and who may have received an allowance in accordance with the old formula.

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 is to be determined by lot.

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 one (1) month 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 Chief School Administrator 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 and/or designee shall be granted any combination of 7 full work days for the purpose of conducting association business.

H. Snow Days

If any days of work are canceled due to extreme winter 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.

I. 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 Assistant Superintendent of their interest. Notices will be posted no less than ten days before an appointment is made. Building representatives will be notified by letter of any openings that have occurred between June 30th of a given year and prior to the commencement of the new school year in September. No job will be temporary over four (4) weeks.

J. Medical Insurance and Dental Plan

1. Each unit member who is enrolled in the dental plan will pay fifty percent (50%) of the premium. Unit members will have all medical benefits (including dental plan) which are no less than those available to other employees at Marcus Whitman.
2. Each unit member who is enrolled or who enrolls in the District's health insurance plan is required to contribute five percent (5%) of the premium.
3. The flexible-spending plan will be the same as that provided to the Marcus Whitman Teachers' Association.
4. An employee may elect to opt out of the health care plan and that employee will receive \$1,500 in lieu of the family plan or \$750 in lieu of the individual plan. This amount shall be pro-rated for any partial year. This election to opt out will operate unless a qualifying event occurs under which the employee is eligible to rejoin the plan. Payments shall be made bi-weekly, semi-annually, or 100% at the end of June for the current year.

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

5. 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. 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.

K. Seniority

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.

Teacher Assistants

Seniority for teacher assistants shall be defined in accordance with Education Law. If two or more teacher assistants were appointed at the same Board of Education meeting, the date of hire as a teacher aide, if the teacher assistant had worked as a teacher aide in the District, will be used to determine who is more senior. If the teacher 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 teacher 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 teacher 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.

L. Seniority for Purposes of Layoff and Recall

The District agrees to abide by any applicable Civil Service Law pertaining to layoff and recall of teacher aides. The District agrees to abide by any applicable Education Law pertaining to layoff and recall of teacher assistants.

M. Child Care

Leave without pay for child care 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.

N. Extra Day

Unit members are eligible to receive one paid holiday after completing five (5) years of service and having Teacher Assistant course work. Unit members must complete the Teacher Assistant internship requirements within two (2) years of receiving the paid holiday or they will forfeit the extra day.

O. Retirement Incentive

A unit member, upon retirement, will receive the difference between their salary and a starting teacher aide salary, based on equal number of hours worked

P. Sick Day Bank

All contributions will be voluntary.

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 will be eligible to use the days from the bank.

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.

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.

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

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

The Sick Day Bank will be administered by the Superintendent and one unit member from each building, appointed by the President of the Association. The Superintendent or his designee 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.

Q. No unit member will be required to go into the pool with students unless the job description specifically indicates this duty.

R. Teacher Assistants will receive 40 minutes of consecutive planning time per day.

Article V
Health and Safety

Two (2) unit member representatives will participate in the District's health and safety committee meetings. The Superintendent may recommend one (1) of the representatives.

Article VI
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 five working days after the critical document is placed in the personnel file.

Article VII
Normal Working Hours

- A. The normal working hours for teacher aides will be between 7:30 a.m. and 4:30 p.m. Teacher assistants will work the same hours as teachers (7-1/4 including lunch).
- B. Before the District changes the normal working schedule for existing unit members, it will discuss the proposed change with association representatives.

Article VIII
Wages & Salary

- A. Wage/Salary Schedule Teacher Aides:

Step	2005-06	2006-07	2007-08
1	\$8.15	\$8.31	\$8.48
2	\$8.31	\$8.48	\$8.64
3	\$8.48	\$8.64	\$8.82
4	\$8.64	\$8.82	\$8.99
5	\$8.81	\$8.99	\$9.17
6	\$8.90	\$9.16	\$9.35
7	\$8.98	\$9.26	\$9.53
8	\$9.08	\$9.34	\$9.63

The starting salary for teacher assistants will be no less than \$14,000.

B. Negotiated Wage Increases

2005-06: for each returning unit member, who are off step are to receive an increase of 4% over the rate of pay for the 2004-05 school year.

2006-07: for each returning unit member, who are off step are to receive an increase of 4% over the rate of pay for the 2005-06 school year.

2007-08: for each returning unit member, who are off step are to receive an increase of 4% over the rate of pay for the 2006-07 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

Each unit member 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)

Anyone hired after July 1, 2002, will be eligible for longevity upon completion of ten (10) years of service with the District. These rates are pro-rated from the date of hire.

E. Current teacher assistants with 10 or more years as of July 1, 2005 will receive \$1,000. This is a one time addition to their salary.

F. Wages/Salaries will be figured on a 183-day basis. Unit members will work on the first Superintendent's Conference Day in each school year and are not required to work on other Superintendent's Conference Days. (182 student days and one (1) Superintendent's Conference Day).

Teacher assistants' attendance at the remaining three (3) Superintendent's Conference Days shall be optional. Teacher assistants who attend shall be paid at the rate their hourly rate, or may receive inservice hour credits toward salary or their accumulation of hours.

G. Additional Payments.

1. 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.

- H. Unit members participating in approved District sponsored in-service programs provided at times other than regular working hours shall be paid at their hourly rates and the District will pay for the in-service program. In approved non-District sponsored programs the District will pay the hourly rate and for the cost of the program.
- I. **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.
- J. **Personal Care.** A unit member who is regularly assigned to the personal care of an individual student, as defined below, shall receive \$1.00 per hour more. This differential shall only apply to care that includes specialized physical care, toileting, restrain 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.
- K. **Course Work:** A unit member may choose salary credit or tuition reimbursement for successfully completing the course of study. There will be a limit of 6 hours per semester and 18 hours per school year. The courses must be job related. The tuition reimbursement rate will be:

2005-06	2006-07	2007-08
\$ 325.28/per credit hour	\$337.48/per credit hour	\$350.14/per credit hour

A sum of \$20 is reflected in the salary for every credit hour of approved study (if you choose the salary credit option). Prior approval of courses for which additional credit certification is desired must be secured from the Superintendent.

Prior approved degrees and certificates shall be compensated at the rate of:

Degree	Compensation Rate
Associate's Degree	\$500
Bachelor's Degree	\$750
Master's Degree	\$1,000

Degrees need to be received by October 1st for full year salary credit and February 1st for half year salary credit.

Unit members who file grade reports or transcripts before October 1 will be paid \$20 for each credit hour during the balance of the school year. Unit members who file grade reports for transcripts October 1 through February 29 will be paid \$10 for each credit hour

during the balance of the school year. The number of hours for which payment may be received will be unlimited. A grade of C- or better is required for tuition reimbursement. The above mentioned dates will also apply for compensation regarding the degrees.

ARTICLE IX

Discharge or Suspension Hearing

- A. All teacher assistants who have completed their probationary term as a teacher aide will serve a two year probationary period as a teacher assistant. These teacher assistants will serve a two (2) year tenure track appointment. If such a teacher assistant receives an unsatisfactory overall rating on his or her second evaluation of the year, that teacher assistant will be given an opportunity to return to a position as a teacher aide.
- B. All teacher assistants who have not received permanent appointment as a teacher aide will serve a 3 year tenure track appointment. No tenured teacher assistant will be disciplined or discharged without just cause. Discharge and discipline for teacher assistants will be governed by Section 3020-a of the Education Law.
- C. These procedures and rights do not apply to probationary and temporary employees who do not enjoy these procedures and rights.
- D. Procedure
 - 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 decision will be determined by a committee of the Superintendent, or his designee, unit member representative and outside representative.

ARTICLE X

Grievance Procedure

Section I - 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 II - 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 except for the chief executive officer.
- 2.3. The **Chief Executive Officer** is the Superintendent of the District.
- 2.4. **Association** shall mean any non-teaching association.
- 2.5. **Aggrieved Party** shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6. **Party in Interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7. **Grievance Committee** is the committee created and constituted by any non-teaching employees' association.

- 2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance here under.

Section III - Procedures

- 3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, 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 Board of Education 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. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7. 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.
- 3.8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

- 3.9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10. 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.
- 3.11. 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.
- 3.12. 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 form.

Section IV - 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 written grievance is forwarded at the first available stage within sixty (60) work days 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.

- 4.5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

5.1. Stage 1: Supervisor/Building Principal

- a. An employee having a grievance will discuss it with his supervisor/building principal, either directly or through a representative, with the objective of resolving the matter informally. The supervisor/building principal, will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. 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) work days after the written grievance is presented to him, the supervisor/building principal, shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee, his representative and the Association.

5.2 Stage 2: Superintendent

- a. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wished to proceed further under this grievance procedure, the employee shall, within five (5) work days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the employee has meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) work days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) work days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the employee, the Grievance Committee and its representative within five (5) work days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a. If the employee and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) work days after receiving the decision at Stage 2.

- b. Within ten (10) days after receipt of an appeal the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within fifteen (15) work days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a. After such hearing, if the employee and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association within fifteen (15) work days of the decision at Stage 3.
- 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 of law 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.

NOTE: If any non-teaching employee is not a member of an association he may have the same rights as an employee who is a member of an association. He may proceed through the same stages with or without the assistance of an association.

ARTICLE XI

Evaluation of Teacher Assistants

All evaluations of teacher assistants shall be conducted by administrators. There will be three evaluations per year for all probationary teacher 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.

The Marcus Whitman Central School Support Staff Performance Appraisal Form shall be reviewed by the District and the Association.

ARTICLE XII Duration of Agreement

This agreement shall be in effect commencing July 1, 2005 and terminate June 30, 2008.

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 Association

Date June 27, 2005

By Nancy A. Bailey

By Lucan Oswald

By Cynthia Simonow
Susan M Cooper

Marcus Whitman Central School District

Date Keith Eddinger

By June 28, 2005

Keith R. Eddinger
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 Assistant Superintendent, 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.

