

AGREEMENT BETWEEN

THE ARLINGTON CENTRAL SCHOOL DISTRICT

AND

THE ARLINGTON TEACHING ASSISTANTS' ASSOCIATION

JULY 1, 2007 – JUNE 30, 2012

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PREAMBLE

This is an agreement between the Arlington Central School District and the Arlington Teaching Assistants' Association, covering the terms and conditions of employment of the members of the Association as defined in Article 1.

ARTICLE 1 - RECOGNITION

1.1 The Arlington Central School District, hereinafter referred to as "the District", has recognized the Arlington Teaching Assistants' Association of the Arlington Central School District, hereinafter referred to as "the Association", as exclusive bargaining agent for the negotiation unit of all regularly employed full-time, part-time salaried, and hourly teaching assistants.

1.2 Recognition has been granted contingent to the Association's affirmation that it does not assert the right to strike or to conduct any work stoppage or assist or participate in any strike or work stoppage, or impose an obligation to conduct or assist in or participate in any work stoppage upon its officers or members, against the District.

ARTICLE 2 - GRIEVANCE PROCEDURE

2.1 A grievance is a dispute involving an interpretation or application for any of the terms or provisions of this collective bargaining agreement. It shall not apply to other matters.

2.2 A grievance may only be filed by the Association or by a member of the unit defined in the recognition clause.

2.3 All grievances shall be in writing, shall be signed by the party filing the grievance, shall include the name and position of the aggrieved party, the identity of the provisions of the Agreement upon which the grievance is based, shall also include a statement of the underlying facts, including dates, events or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known to the aggrieved party, a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2.4 No written grievance shall be entertained, except as described below, and such grievance shall be deemed waived unless filed at the first step within fifteen (15) school days after the occurrence of the act or condition upon which the grievance is based, or within fifteen (15) days after the individual grievant discovered or should have discovered the acts or conditions upon which the grievance is based.

2.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against a party filing the grievance or by reason of the participation of an employee in the grievance procedure.

2.6 The grievant may be represented by the Association at any step of the procedure if the grievant so desires.

2.7 All reference to days or school days shall mean a day when the central office is officially open for business.

2.8 Failure by the District to hold a hearing or submit decisions within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

STEPS OF THE GRIEVANCE PROCEDURE

STEP ONE: All grievances must be filed with the employee's immediate supervisor and the Office of Human Resources no later than fifteen (15) days after the date upon which the alleged grievance arose or no later than fifteen (15) days after the employee discovered or should have discovered the acts or conditions upon which the grievance is based. In the event that the employee's immediate supervisor and the grievant cannot amicably adjust the grievance, it shall be reduced to writing and presented to the immediate supervisor. A hearing shall be granted in all cases by the immediate supervisor within ten (10) days after the date upon which the grievance is filed. All parties named in the grievance shall participate. The failure of any party to participate shall not delay the disposition of the grievance.

The immediate supervisor shall act upon each grievance within ten (10) days after it has been heard and shall advise the grievant of the decision in the case, in writing, within that period of time.

STEP TWO: In the event that a grievance is not resolved between the immediate supervisor and the complaining party in Step One, then an appeal may be made to the Superintendent of Schools or his designee. Such an appeal must be filed no later than ten (10) school days after the receipt of the Step One disposition by the complaining party. Any appeal to the Superintendent shall be in writing and shall include the written grievance filed in Step One, the answer thereto and a statement from the appealing party for the reasons for appeal. A hearing on each grievance processed to this step shall be granted by the Superintendent or his designee within ten (10) school days after receipt of an appeal to Step Two. The Superintendent shall have five (5) school days after the grievance has been presented in this oral session within which to act upon the grievance. The disposition of the grievance shall be in writing and shall be submitted to the person filing the appeal. In the event that appeal is filed by an individual grievant, a copy of the Superintendent's determination or that of his designee shall be forwarded to the Association.

STEP THREE: In the event that the disposition at Step Two does not amicably adjust the matter between the parties, the Association may appeal to the Board of Education. However, no such appeal shall be honored unless filed within ten (10) school days after receipt of the Step Two determination by the aggrieved and the Association. The appeal shall be filed with the Clerk of the Board of Education within this period. It shall be in writing and shall set forth in detail the reasons for the appeal. All appeals shall contain all papers filed in Step One, Step Two and the answers hereto.

Within ten (10) days after the receipt of the appeal, the Board of Education may appoint a subcommittee to hear and determine the dispute or sit as a committee as a whole to hear and determine the dispute. Hearings at Step Three shall be held within fifteen (15) school days after

receipt of the appeal. The aggrieved party and the designated representative of the Association shall be necessary parties to this hearing. The immediate supervisor of the grievant and the supervising principal may also be present.

In the event that any party fails to appear for this hearing, the Board or its duly designated subcommittee shall be empowered to proceed in that party's absence and make a determination without the party's participation. The Board shall have ten (10) school days after the conclusion of the said hearing to render a finding and decision. Copies of the decision shall be submitted to the aggrieved party and the Association.

STEP FOUR: Arbitration - Within ten (10) days after receipt of the board's decision, the Association may submit the grievance procedure to arbitration by written notice to the Clerk of the Board.

- (a) The rules and procedures of the American Arbitration Association, including those rules and procedures governing selection of arbitrators, shall be followed.
- (b) The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decision contrary to or inconsistent with, modifying or varying in any way, of the terms of this agreement or of applicable law or rules or regulations of the force and effect of law.
- (c) The decision of the arbitrator shall be final and binding on all parties.
- (d) The cost of the services of the arbitration will be divided equally between the District and the Association.

ARTICLE 3 - WAGES

3.1 All unit members shall be paid pursuant to the salary schedules set forth in Appendix "A", effective July 1, 2007- June 30, 2012.

3.2 Hourly Salary Schedule Conversion - Convert hourly salary schedule to an annual salary schedule in Year 4 (2004-05) via the following formula:

$$\text{Hourly Rate} \times 8 \text{ hours (or portion thereof)} \times 185 \text{ days} = \text{Annual Contract Salary}$$

3.3 Schedule Contraction - The salaried and hourly salary schedules shall be contracted by one (1) step in each of the final three (3) years (2004-05, 2005-06, 2006-07) to produce a twelve (12) step schedule. A new step 12 shall be added to hourly schedule each year, at a step increase of \$500.

3.4 Unit members will advance one (1) step in each year of the agreement.

3.5 Longevity - as shown on all salary schedules.

3.6 Increments will be adjusted in July. Newly hired unit members will receive a step adjustment in July provided they were hired prior to February 1 in the initial year.

3.7 All unit members will be allowed to participate in all available payroll deduction plans. It shall be the unit member's responsibility not to have a dollar amount withheld which could possibly exceed the net pay in any given pay period.

3.8 All unit members who are requested to cover for another unit member shall be paid at their own contractual rate for the amount of time which they work.

3.9 All unit members who participate in the After School Program and Summer School Program shall be paid at their own contractual rate.

3.10 Effective July 1, 2009, the District shall pay TAs serving as substitute teachers \$20 for a ½ day (at least three hours) and \$40 for a full day (at least five hours). TA's serving less than three hours in a day will not receive additional compensation and TAs working between three hours and five hours will receive \$20.

ARTICLE 4 - INSURANCE

4.1 Health Insurance - Effective July 1, 2009 the School District shall pay 91% of the individual and family premium cost for health insurance under the DEHIC Alternate PPO Plan, or at the District's option, the State Health Insurance Plan, for unit members who are regularly employed to work twenty (20) or more hours per week. Effective July 1, 2010 the School District shall pay 89.5% of the individual and family premium cost for health insurance. The unit member's contribution shall be made through a payroll deduction under a section 125 pre-tax plan. The Association agrees that the District shall have the right to change health insurance plans, without a further requirement to negotiate such change, to a comparable plan.

4.2 Effective July 1, 2004, all unit members whose spouses are employed by the District (or otherwise eligible for District health insurance) shall be eligible for two (2) individual plans, or for one (1) family plan and a mandatory buyout.

All unit members shall be eligible to participate in the Section 125 IRC Flexible Benefit Plan for unreimbursed medical expenses, dependant day care expenses, cancer protector and other related insurance plans.

4.3 The District shall offer participation in the following health maintenance organizations to unit members, with the District contributing to the costs of such plans up to the same dollar amounts of the District's contributions toward individual and family coverage under the District's health insurance plan: Capital District Physicians Health Plan (CDPHP) and the MVP Health Plan.

4.4 On or before May 1st of each school year, unit members who are eligible for health insurance benefits shall inform the Business Administrator of their decisions to opt-out of the District's health insurance plan, effective July 1st. In return for opting out, the unit member shall receive payment as set forth below, on or before October 15th.

4.5 Effective July 1, 2007, the health insurance buy-out will be \$2000.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying, on a pro-rated basis, 1/12th of the buy-out payment for each month remaining in the school year for which the payment was made.

4.6 Retiree Health Insurance - Individual health coverage shall be paid at 100% by the District for the life of the retired eligible teaching assistant. The District shall contribute 35% of the family premium for retired eligible teaching assistants. Retiring teaching assistants who are at least 55 years of age shall be entitled to receive their last year's daily salary rate payment for all accumulated sick leave in excess of sixty (60) days. However, the total paid to any such teaching assistant will not exceed \$4,000 effective July 1, 2009; \$4,500 effective July 1, 2010; and \$5,000 effective July 1, 2011. To be eligible for the benefit, teaching assistants electing to retire shall notify the District of their irrevocable intent to retire at least six (6) months in advance of their retirement date. Upon retirement from the District, unit members who are eligible to receive payments from the New York State Teachers Retirement System and who have worked in the District for at least five (5) years prior to the time of retirement shall be entitled to convert unused sick leave days into a cash account at the full daily rate of 1/200th and use the liquidated amount to fund family health insurance coverage beyond the District's contributory obligation of 35%. Any monies paid to a teaching assistant for accumulated leave in excess of the first sixty (60) days, as provided above, shall be deducted from the amount placed into the cash account called for in this provision. When the value of such sick leave days placed on account is exhausted, the District contributes at the rate of 35% of family premium costs for such bargaining unit members.

Effective July 1, 2011, unit members retiring from the District after ten (10) years of continuous service will be eligible for the benefit of health insurance upon retirement.

4.7 Dental Plan - Full-time unit members shall be provided with the CSEA Family Equinox Dental Plan, at no cost to the employee. Effective 7/1/09 the District's maximum contribution will be \$1,010 per participating unit member. Effective 7/1/10 the District's maximum contribution will be \$1,110 per participating member.

Hourly teaching assistants, who regularly work twenty (20) or more hours per week and have five (5) or more years of continuous service, will be eligible for dental insurance upon ratification of this agreement.

4.8 Life Insurance - All full-time teaching assistant employees shall be eligible for \$10,000 face amount of group life insurance and \$10,000 face amount of group accidental death and dismemberment insurance under the District's policy presently in effect. Such life insurance and accidental death and dismemberment insurance is subject to the enrollment and coverage requirements of the carrier. The premium cost will be borne 50% by the District and 50% by the electing employee. The District reserves the right to change the insurance carrier and it is understood that the premium cost is subject to change by the carrier.

4.9 Welfare Trust - The District shall contribute to the ATAA Welfare Trust Fund for each full time eligible bargaining unit member who participates in a health plan. The District shall have the right to inspect the books and records of the Trust Fund upon request. Hourly teaching assistants who regularly work twenty (20) or more hours per week who participate in a health plan will be eligible for welfare trust contributions upon ratification of this agreement. Effective July 1, 2007, the District's contribution to this Welfare Trust Fund shall be as follows:

2007-08	\$350 per eligible unit member
2008-09	\$350 per eligible unit member
2009-10	\$450 per eligible unit member
2010-11	\$550 per eligible unit member
2011-12	\$550 per eligible unit member

4.10 Domestic Partnership Coverage- The District will offer Domestic Partnership Health Insurance coverage subject to the requirements and procedures established by the Dutchess Health Insurance Consortium (DEHIC).

ARTICLE 5 - EDUCATIONAL ADVANCEMENT

5.1 Upon prior approval from the Superintendent or the Superintendent's designee, full time and part-time teaching assistants working twenty-five (25) or more hours per week shall be reimbursed for the actual cost of a course taken or up to \$100 per credit hour, whichever is less, for the courses taken at the college level. Maximum payment will not exceed \$300.

5.2 Upon prior approval, as stated above, non-credit workshops and courses will be reimbursed up to a maximum of \$75.00.

5.3 Upon prior approval, full-time and part-time teaching assistants working twenty-five (25) or more hours per week teaching assistants taking a District or BOCES in-service course of at least fifteen (15) hours of in-class instruction will be compensated on a one time basis of \$150 upon the successful completion of the in-service course.

5.4 No courses will be approved that are not directly related to the improvement of efficiency of that person in the job the employee holds.

5.5 In general, acceptable courses and workshops will be limited to the educational field, including training in the educational use of computers.

5.6 A First Aid course would be approved.

5.7 Reimbursement for courses will only be processed after proof of satisfactory completion is submitted to the Superintendent or the Superintendent's designee.

ARTICLE 6 - LEAVES

6.1 Sick Leave - Unit members shall be entitled to thirteen (13) days of sick leave per year, which may be accumulated without limitation. Notwithstanding the above, in the case of new employees or employees who do not have accumulated sick leave (except for tenured unit members) sick leave will be granted on a pro-rata basis per month.

6.2 The District, through its representatives, may require a doctor's statement regarding an illness.

6.3 Sick Bank - All unit members who have been employed by the District at least one (1) year and have accumulated twelve (12) days of sick leave can contribute to the sick bank. When sick leave is depleted, an eligible employee may apply to the Sick Bank Committee for benefits from the sick bank. Upon application, a medical statement from a physician together with a statement from the employee indicating the probable number of days extended leave is required. A day is defined as the average of the number of hours worked per day by a unit member during a work week. Only enrolled members who have donated time to the bank will be eligible to draw on the bank.

The Sick Bank Committee will consist of two (2) unit members who are members of the bank and two (2) members of the district. In the event of disagreement to grant, the Superintendent or designee will make the final decision. Each request will be judged individually and as quickly as possible. All procedures of the bank will be reviewed annually.

Enrollment of the bank will be as follows:

- a. The enrollment period will be between September 30 and October 15.
- b. All eligible employees will be given an opportunity to enroll. Those electing to enroll will contribute one (1) day off accumulated sick leave.
- c. After the established enrollment period, no employee will be enrolled until the following school year.
- d. The District will match the number of days donated by the employees annually, not to exceed fifty (50) days per year.
- e. The days not used in any one year will be carried over until the following school year.
- f. If the reserves of the sick bank are reduced to twenty (20) days, each contributing member will be assessed an additional day and the district will supply an additional equal number, not to exceed fifty (50) days. The association President will be notified by the Business Office prior to any assessment for additional days.
- g. Days donated to the sick bank may not be withdrawn by the employee, but will remain in the sick bank.

Representatives from the District and the ATAA will meet and confer on revising the sick bank guidelines above as needed and will make changes by mutual agreement.

6.4 Personal Leave/Bereavement Leave - Two (2) days personal business: this may be used at one time or may be taken in one half day blocks, up to the total hours worked in two (2) days. This leave will not be granted the day before or the day after a holiday unless the employee can satisfactorily explain the necessity for the absence for business purposes. One (1) day of personal leave, non cumulative, may be deferred to the next school year. Any unused whole personal days will be converted to sick time. In their first year of employment, unit members starting work after January 1 will be given one day of personal leave.

Three (3) days bereavement leave - Three (3) days of bereavement leave will be granted to an employee who suffers a death in his/her immediate family. Immediate family shall be defined as wife or husband, son or daughter, mother or father, mother-in-law or father-in-law, brother or sister, brother-in-law or sister-in-law, grandmother or grandfather.

One (1) day bereavement leave will be granted for attendance at funerals of relatives or friends other than those stated in the paragraph above. Only the time necessary to attend the funeral will be considered as a basis for this leave.

Personal time or bereavement leave will not be granted for any reason should the necessity for this leave occur at a time other than the time the employee would be working. Should the need for personal leave or bereavement leave occur on weekends or holidays, time will not be granted at another time nor will additional pay be granted.

6.5 Child Care Leave - Upon written application, a child rearing leave, without pay, for the birth or adoption of a child, shall be granted for a period not to exceed one (1) year. Upon request, a second year may be granted at the discretion of the District. Unit members requesting such leave shall give reasonable notice (90 days) to the District prior to the commencement of such leave. The notice shall include tentative commencement and termination of leave dates. Teaching assistants on child care leave may return to work at the start of the school year or at the mid-semester break.

6.6 Jury Duty - Unit members scheduled for jury duty shall be compensated by the District subject to the return to the District of money earned as a juror.

ARTICLE 7 - WORK YEAR/WORK DAY

7.1 Hours of Work - The work week shall be Monday through Friday. Full time unit members will work eight (8) hours a day, inclusive of a minimum thirty (30) minute duty free lunch and at least a thirty (30) minute break per day.

Effective July 1, 2004, the hourly teaching assistant work day will be standardized as follows and the annual contract salary will be prorated as noted:

Hours Per Day*	Hours per Week	FTE
8.0	40.0	1.0
7.5	37.5	.9375
7.0	35.0	.8750
6.5	32.5	.8125
6.0	30.0	.75
5.5	27.5	.6875
5.0	25.0	.625

* inclusive of a 30-minute lunch break

Hourly teaching assistants working four (4) or less hours per day will continue to be considered hourly employees and paid for hours worked via time sheets.

Hourly teaching assistants who work twenty five (25) or more hours per week will receive a thirty (30) minute duty free lunch period and a fifteen (15) minute break per day.

7.2 School Calendar - All teaching assistants will work the teacher attendance calendar, minus one day. The Superintendent shall consult with the Association President each school year regarding the day on which the teaching assistants will not be required to work.

7.3 Snow Days and Emergency Closings - Unit members will not be required to work on snow days. If there is an emergency school closing while school is in session, unit members may leave after the building has been vacated by students. If the after-school activity buses are cancelled due to inclement weather or other emergency, unit members may leave after the building has been vacated by students.

All unit members may leave their respective building ten (10) minutes after the end of the regular school day before a three-day weekend or a long vacation, before a school holiday that falls during the school week and on the day on which an evening open house for parents occurs.

Hourly unit members who work four (4) or less hours per day and who are paid upon submission of hourly time sheets shall be paid for hours of employment lost due to delayed opening or early dismissal at their contracted hourly rate. Hourly unit members who work four (4) or less hours per day and who are paid upon submission of hourly time sheets shall be offered the opportunity to make up five (5) days per year when school was cancelled due to inclement weather or emergencies, at their contracted hourly rate. The days, which are defined as the average of the number of hours per day worked by a unit member during the week, must be made up by April 1st or within 30 days of the last cancelled day, whichever is later.

7.4 Faculty Meetings - Unit members are encouraged to participate in faculty meetings that deal with relevant issues. The Building Principal will determine faculty meetings that should be attended.

ARTICLE 8 - PAID HOLIDAYS

8.1 All hourly unit members who work four (4) or less hours per day and who are paid upon submission of hourly time sheets will be paid for the following holidays at their regular rate of pay:

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

ARTICLE 9 - ASSAULTS/ACCIDENTS

9.1 All unit members shall report immediately all cases of assaults sustained by them in connection with their employment and all such reports shall be in writing and submitted to their immediate supervisors. Said report shall be filed with the District by the supervisor. The District will comply with any reasonable request by the employee for information in its possession relating to the incident or person(s) involved and will act in an appropriate manner as liaison between the employee, the police and the courts when necessary.

9.2 Whenever a unit member is absent from work as a result of a personal injury caused by an accident or assault in the course of his/her employment, absences will be recorded as sick leave. Once an individual's sick leave has been exhausted or he/she has no remaining accrued sick leave, he/she may collect workers' compensation lost wage benefits through the Worker's Compensation insurer. Upon final adjudication of a claim by the Workers' Compensation Board, the individual will be paid his/her full salary less the amount of any Worker's Compensation award made for disability or loss of wages due to such injury for the period of such unpaid absence. In addition, upon receipt of the reimbursement from Workers' Compensation for advance salary payments charged to the employee's sick leave, sick leave days shall be reinstated on a pro-rated basis. The amount of the reimbursement that the District receives will be divided by the employee's daily rate to yield the number of reinstated sick days. The implementation of these district worker's compensation procedures in no way compromises or alters the District's legal or procedural rights in its employment relationship with the employee.

9.3 If a unit member's car is vandalized while on school property and the damage to that vehicle exceeds \$200, the District shall compensate the unit members for such vandalism up to \$200, provided that the unit members first files a police report and a claim against his or her insurance carrier. The unit members must carry appropriate insurance against which such a claim shall first be made.

ARTICLE 10 - PERSONNEL FILES

10.1 No materials other than those of a routine financial nature and those used in the hiring process shall be placed in a unit member's official personnel file unless that unit member has an opportunity to review that material. The unit member shall acknowledge that the unit member has had an opportunity to review such material by affixing a signature or initials on the copy to be filed. At the District's directive, a unit member in the unit may be required to sign a file copy to indicate receipt. Such signature or initial shall not be construed to indicate agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such material within five (5) school days of the day upon which the unit member has been granted an opportunity to review the material placed in the unit member's file. The answer shall be reviewed by the unit member's immediate supervisor and attached to the file copy.

10.2 An employee shall have the right upon appointment to review the contents of the employee's own official personnel file. Such appointment shall be made no later than two (2) days after the employee has requested the right to review. No person shall be allowed to view any file other than the employee's own. All such reviews shall be conducted in the presence of a designated representative of the District. No employee file may be removed from such office for any reason.

ARTICLE 11 - ASSOCIATION RIGHTS

11.1 The District shall grant to the Association the right to use school buildings without cost and at reasonable times. The principal or supervisor of the building in question shall be notified at least one (1) full day in advance of the time and place of any such meeting and shall grant such use providing it does not conflict with previously scheduled school events. No use of any school buildings for Association meetings shall be granted without this prior approval.

11.2 The Association shall have free use of school mailboxes for the purpose of distributing material to its membership as well as use of the inter-school mail for the same purposes.

11.3 The District shall allow the Association bulletin board space for the purpose of posting material dealing with Association business.

11.4 The Association shall be granted the use of mimeograph ditto equipment and photocopy equipment without charge, except for the cost of supplies. No person shall be allowed to use such equipment unless he/she is found to have the requisite knowledge for its operation.

11.5 Board Agenda – One (1) copy will be provided to the Association along with one (1) copy of the Board Meeting Minutes.

11.6 Copies of this Agreement – Copies of this Agreement shall be printed at District expense and a copy given to each unit member.

ARTICLE 12 - PAYROLL DEDUCTIONS

Payroll Deductions – The District shall deduct agency fees, via payroll deduction, and when so authorized in writing, additional deductions for the credit union, NYSUT member benefits, United Way, VOTE-COPE, Tax Sheltered Annuities and IRS (403B) tax deferred plans from the salaries of unit members.

ARTICLE 13 - VACANCIES & NOTICE OF ASSIGNMENTS

13.1 Vacancies – The District shall post notice in all school buildings and the central administration office for all vacancies and new positions in the bargaining unit, including the building location, prior to the date of filling such positions.

In the case of a vacancy occurring during the summer vacation, notice will be posted in the administration office and a copy sent to the Association within five (5) working days.

Unit members may apply for any new or vacant teaching assistant position. It will be the responsibility of the unit member applying for a new or vacant position to file a written statement of such desire by letter to the involved principal and the Office of Human Resources. Applying for the position does not guarantee the right of an interview with the Principal.

13.2 Notice of Assignments - Members shall be notified of their assignments for the coming school year by June 1st of the previous year. The principals shall notify each member of specific assignments in a timely manner, no later than August 1st. Any changes to these assignments which may occur after August 1st, can be made by notification to the Association President and the Teaching Assistant involved.

ARTICLE 14 - JOINT COMMITTEE ON SELECTION OF ADDITIONAL HOURS

14.1 The parties agree to form a joint committee to recommend solutions on the following issues:

- a. The selection of hourly employees to positions which carry additional hours;
- b. The manner in which hourly employees' hours are reduced.

The committee will consist of the Superintendent or his designee, one building principal, the Assistant Superintendent for Curriculum, the Union President or her designee, an hourly employee of .625 FTE and an hourly employee of less than .625 FTE both to be designated by the Union President.

The committee shall render a report containing recommendations by June 30, 2004. If the committee is unable to reach a consensus by June 30, either side may issue a report with recommendations.

With respect to additional hours issues, the parties concur that no hourly teaching assistant should be prejudiced in seeking an assignment which has additional hours by virtue of positive performance. The parties agree that procedures for selecting incumbent employees for

additional hours should be uniform and that the needs of students must be respected concerning the timing of any transfer.

The parties recognize that some of the issues that pertain to increases in hours also apply to reduction in hours.

Issues such as qualifications, seniority, performance and the District's educational needs must be weighed in arriving at appropriate recommendations. (See Appendix B)

ARTICLE 15 - EVALUATION

15.1 The District shall have the option of conducting an evaluation of a teaching assistant's performance at such time as it deems it appropriate. The absence of an evaluation will result in the inference that the assistant's performance is satisfactory. No teaching assistant will be dismissed without a written evaluation describing the assistant's unsatisfactory performance, the changes that must be made to bring the performance to a satisfactory level and the time period within which those changes must occur when the reason for dismissal involves incompetent performance and /or pedagogical issues. When the reason for the dismissal involves issues including but not limited to misconduct, conduct endangering a child's safety, dishonesty, negligence, etc., the District will have the sole discretion to determine whether the TAs actions warrant immediate termination. Any written evaluation will be placed in the personnel file of the employee.

ARTICLE 16 - REDUCTIONS IN FORCE

16.1 Layoffs resulting from reductions of the work force will be done on a district-wide seniority basis. Any teaching assistant laid off due to a reduction in the total number of teaching assistance hours from year to year in the District will be eligible for reassignment in an available teaching assistant position for a period of up to six (6) months. Such reassignment will be determined by the receiving building principal. If the reassignment is rejected by the teaching assistant, and such reassignment is 75% or more of the number of hours that the teaching assistant formerly worked, the District will have no further obligation to reassign the teaching assistant. After six (6) months, and if the teaching assistant has not been reassigned, the individual will be encouraged to apply for any future teaching assistant openings in the District.

ARTICLE 17 - LEGISLATIVE APPROVAL

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

ARTICLE 18 - ORGANIZATIONAL LEAVE

18.1 The District will allow the unit up to \$750 for attendance of delegates at professional conferences of concern to the unit. The use of the above sum will be at the discretion of the unit.

18.2 This leave shall be at full pay and will not be charged to any other leave or vacation time.

ARTICLE 19 - DURATION OF AGREEMENT AND REOPENING

19.1 This Agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2012. The Association agrees that all negotiable items have been discussed during the negotiations and will not be reopened on any item, whether contained in this agreement or not, during the life of this Agreement. Any District policies unaltered or unchanged by the language of this agreement shall remain in force and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement, after notice and discussion with the Association.

THE ARLINGTON TEACHING ASSISTANTS' ASSOCIATION AND THE ARLINGTON CENTRAL SCHOOL DISTRICT HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW:

THE ASSOCIATION

ARLINGTON CENTRAL SCHOOL DISTRICT

BY: _____
Association President Date

BY: _____
President, Board of Education Date

BY: _____
Chief Negotiator Date

BY: _____
Superintendent of Schools Date

APPENDIX A

Hourly TA Schedule

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
H1	\$15,802	\$16,276	\$16,602	\$16,768	\$16,768
H2	\$16,225	\$16,711	\$17,046	\$17,216	\$17,216
H3	\$16,715	\$17,216	\$17,561	\$17,736	\$17,736
H4	\$17,222	\$17,738	\$18,093	\$18,274	\$18,274
H5	\$17,725	\$18,257	\$18,622	\$18,808	\$18,808
H6	\$18,253	\$18,800	\$19,176	\$19,368	\$19,368
H7	\$18,794	\$19,358	\$19,745	\$19,943	\$19,943
H8	\$19,352	\$19,932	\$20,331	\$20,534	\$20,534
H9	\$19,926	\$20,524	\$20,935	\$21,144	\$21,144
H10	\$20,478	\$21,093	\$21,515	\$21,730	\$21,730
H11	\$21,012	\$21,642	\$22,075	\$22,296	\$22,296
H12	\$21,527	\$22,173	\$22,616	\$22,842	\$22,842
Senior Service Stipend (One time stipend beyond Step 12)					\$250

	<u>Longevity</u>				
13 Years	\$700	\$700	\$1,000	\$1,000	\$1,000
15 Years	\$700	\$700	\$1,000	\$1,000	\$1,000

	<u>Health Aide</u>				
	\$700	\$700	\$1,000	\$1,000	\$1,000

APPENDIX A

Salaried TA Schedule

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
S1	\$19,577	\$20,165	\$20,568	\$20,773	\$20,773
S2	\$20,088	\$20,691	\$21,105	\$21,316	\$21,316
S3	\$20,598	\$21,216	\$21,640	\$21,857	\$21,857
S4	\$21,112	\$21,745	\$22,180	\$22,402	\$22,402
S5	\$21,622	\$22,270	\$22,716	\$22,943	\$22,943
S6	\$22,134	\$22,798	\$23,254	\$23,486	\$23,486
S7	\$23,415	\$24,117	\$24,600	\$24,846	\$24,846
S8	\$23,908	\$24,626	\$25,118	\$25,369	\$25,369
S9	\$24,405	\$25,137	\$25,640	\$25,896	\$25,896
S10	\$24,899	\$25,646	\$26,159	\$26,421	\$26,421
S11	\$25,395	\$26,156	\$26,680	\$26,946	\$26,946
S12	\$25,889	\$26,666	\$27,199	\$27,471	\$27,471
Senior Service Stipend (One time stipend beyond Step 12)					\$250

	<u>Longevity</u>				
After 15 Years	\$700	\$700	\$1,000	\$1,000	\$1,000
After 20 Years	\$700	\$700	\$1,000	\$1,000	\$1,000

APPENDIX B

PROCESS FOR SELECTION OF HOURLY EMPLOYEES TO POSITIONS CARRYING ADDITIONAL HOURS AND THE MANNER IN WHICH HOURLY EMPLOYEES WILL BE REDUCED

1. Notice of any vacancies shall be posted in all school buildings and the central administrative office.
2. In the case of any vacancy occurring during summer vacation, notice will be posted in the administrative offices and a copy sent to the Association within five (5) working days.
3. Unit members may apply for any new or vacant teaching assistant position. It will be the responsibility of the unit member applying for a new or vacant position to file a written statement of such desire by letter to the involved principal and the Office of Personnel.
4. A unit member's application for a new or vacant teaching assistant position will be considered by the building principal based upon the qualifications of years of previous District service, past performance and the instructional requirements of the program area and/or the student(s) being served.
5. Layoffs resulting from reduction of the workforce will be done on a District-wide seniority basis.
6. Reduction in the total hours of teaching assistance* time in a building will be accommodated by means of attrition in the building or by the teaching assistant with the most years of service volunteering to transfer to another building; or by the teaching assistant with the fewest years of service being displaced and transferring to another building. When the District determines that the total number of hours of teaching assistance time in a building is to be reduced, said reduction of hours shall be accomplished in the following manner.
 - First, the District shall determine the total number of hours to be reduced in a specific building.
 - Second, it shall be determined if any reduction in hours in that specific building may be achieved through retirement, resignation, transfer or other form of attrition.
 - Third, if the reduction in hours in that specific building achieved through application of "Second" above is not adequate to achieve that number of hours to be reduced then the teaching assistant with the most years of service in the District who worked in that building the previous year shall be given the option to transfer to a vacancy in another building.
 - Fourth, if the application of "Second" and "Third" above does not achieve the number of hours to be reduced in that building, then the teaching assistant in that building with the fewest years of service in the District shall be reassigned to another building in a teaching assistant position, if any assignments are available. Such reassignment will be determined by the receiving building principal. If the reassignment is rejected by the teaching assistant, and such reassignment is 75% or more of the number of hours that the teaching assistant formerly worked, the District will have no further obligation

* Corrected to originally agreed language by the District-ATAA Committee

Approved by Joint TA-District Committee

Jackie Perrone
Kathy Poponiak
Ann Walsh
Jo-Anne Mahar
Ed Lynn

June 2004