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Arlington Central School District and Arlington Teaching Assistants Association

Jay M. Siegel

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Arlington Central School District and Arlington Teaching Assistants Association

Abstract
In the Matter of the Fact Finding between Arlington Central School District, Public Employer, and Arlington Teaching Assistants Association Employee Organization. PERB CASE M2008-163. BEFORE: Jay M. Siegel, Esq., Impartial Fact Finder.

Keywords
New York State, PERB, fact finding

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Fact Finding between

Arlington Central School District,
Public Employer,

-and-

Arlington Teaching Assistants Association
Employee Organization,

REPORT AND RECOMMENDATIONS
PERB CASE M2008-163

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AUG 06 2009
CONCILIATION

BEFORE: Jay M. Siegel, Esq., Impartial Fact Finder

APPEARANCES: For the Arlington Central School District
Kuntz, Spagnuolo & Murphy, P.C.
By: Raymond G. Kuntz, Esq.

For the Arlington Teaching Assistants Association
New York State United Teachers
By: Katherine L. Schwartz, Labor Relations Specialist

BACKGROUND

This Fact finding proceeding is between the Arlington Central School District (District) and the Arlington Teaching Assistants Association (Union). The District is located in Dutchess County near Poughkeepsie, New York. The District has an enrollment of more than 10,000 students spread out over 13 school buildings.

The Union represents a bargaining unit of approximately 225 teaching assistants (TAs). Approximately 20 of the TAs are hourly employees who work fewer than twenty hours per week. Approximately 185 TAs work a standardized schedule with a minimum of twenty-five hours per week. Approximately 20 TAs work a full-time schedule of 40

hours per week. The District provides health insurance to TAs working 20 or more hours per week.

The current Collective Bargaining Agreement (CBA) covers the period of July 1, 2001 to June 30, 2007. The parties mutually agreed to conduct collaborative win-win negotiations from June 2007 through September 2007 to create a successor CBA to the one expiring on June 30, 2007.

That process did not result in an agreement. As such, the parties conducted approximately seven negotiating sessions between December 2007 and August 2008. A joint impasse was declared by the parties at the August 12, 2008 negotiating session.

After two mediation sessions failed to produce an agreement, the undersigned was appointed as Fact Finder by Richard Curreri, PERB's Director of Conciliation. Mr. Curreri asked the Fact Finder to issue findings and recommendations for how the dispute should be resolved.

The parties submitted written evidence and arguments to the Fact Finder on or about June 28, 2009. The positions taken by both parties on the outstanding issues are quite adequately specified in the exhibits and written arguments of the parties, all of which are incorporated by reference in this Report. Such positions will be summarized for purposes of this Report. The record was closed on or about June 28, 2009, upon the Fact Finder's receipt of the parties' written arguments.

SALARY

The Union maintains that the District clearly has the financial ability to pay for fair and equitable salary increases, which it has requested in the nature of raises of 3.25%

(top step 3.5%) effective July 1, 2007; 3.75% (top step 4.0%) effective July 1, 2008; 4.0% (top step 4.25%) effective July 1, 2009; and 4.0% (top step 4.25%) effective July 1, 2010. The Union contends that the District's sound financial condition makes this an appropriate time to provide salary increases in the amounts that it is proposing.

The Union asserts that an analysis of the District's budget does not reveal a District in crisis. It notes that the 2009-2010 budget of more than $172 million was passed by the District's taxpayers in May 2009. NYSUT's analysis of that budget shows that actual district expenditures will be approximately $1.4 million less than the budgeted amount. NYSUT's budget analysis also concludes that total revenues appear to be underestimated by approximately $1.5 million. Thus, the Union maintains that the current budget will have an annual operating surplus of nearly $3 million.

The Union points out that the total unit payroll for this unit was approximately $3.7 million in 2008-09. Since a 4% annual raise will cost the District approximately $150,000.00, it is abundantly clear that the District has the ability to pay for the Union's proposal.

The Union acknowledges the changes to the economy that have occurred over the past twelve months. However, it notes that on October 3, 2008, after an enormous stock market plunge, the District agreed to a generous settlement with the Arlington Teachers Association. The teachers' settlement called for increases of 3.7%, effective July 1, 2008 and an additional 3.7%, effective July 1, 2009. According to the Union, when the longevity increases the parties agreed to are factored in, it brings the total salary increase up to 3.9% for both years, exclusive of step.

Since the teachers' bargaining unit salaries add up to approximately $50 million, the District's commitment to the teachers' settlement is even more noteworthy. It shows that the District was aware that its finances were sound in spite of the economic downturn. It belies logic that the District cannot make a similar commitment to the teaching assistants, particularly in light of the fact that this unit's salary increases will have a negligible impact on the budget compared to the teachers' settlement.

There are three other factors cited by the Union in support of its proposal. First and foremost is its members are not highly compensated when compared to other teaching assistants in the area. The Union cites an annual full-time salary of $15,855 for its bargaining unit members. It also points out that the Northeast Area CPI ranged from 3.8% to 5.2% in different months covering the time period of the proposed contract. Finally, it notes that other districts in Dutchess County have provided reasonable salary increases to teaching assistants after the national economic crises. Specifically, in March 2009, the Beacon City School District agreed to provide its teaching assistants salary increases of 3.5%, 3.6%, 3.75% and 3.75% from 2007 to 2011.

The District contends that TAs received very generous increases during the last round of negotiations in recognition of the fact that they were under-compensated in 2000. According to the District, between 2003-04 and 2006-07, the part-time TA salary schedule increased by approximately 9.7% per year and the overall average increase for TAs during this period was 8.97% per year.

In the District's estimation, the generous health insurance benefits it provides to the TAs must be part of the salary consideration. The District states that it offers health insurance to TAs working 20 or more hours per week, i.e., the great majority of the

bargaining unit. Assuming a 5% annual increase in premium costs, the District would pay nearly $3 million in new costs for health insurance over the time period of the contract.

The District insists that the average cost of health insurance adds another 60% to the District's overall personnel costs for each TA. In other words, the District feels that its health benefit costs are akin to an additional 60% payment in salary. The District makes this assertion because many districts in Dutchess County provide much more limited health insurance benefits to their TAs. For example, the Wappingers Central School District currently offers individual coverage to its TAs, with the TAs contributing 10% of the cost.

Contrary to the Union's protestations, the District can no longer respond economically in the way that it did during the last round of negotiations. According to the District, its budget was defeated by the voters in two of the past four years, showing an erosion of community support. The budget that passed in 2009-2010 was passed by one of the lowest pluralities in the state.

When one considers these facts in the context of the national economic collapse, it is abundantly clear that the Union's salary proposal must be rejected. The District observes that major investment firms have collapsed, massive financial bailouts have been required to support some of the nation's largest businesses and the unemployment rate has skyrocketed.

The District addressed these economic realities in its 2009-2010 budget. It abolished 54 positions district-wide, including 22 TA positions.

The District objects to the Union's assertion that its proposal is warranted because of the teachers' settlement. In the District's estimation, the teachers' settlement was

finalized just before economic conditions significantly deteriorated. In addition, the concessions made by the teachers in that settlement resulted in a net District cost of approximately 3.2%.

The District argues that recent settlements occurring after the economic downturn are more relevant to this dispute. These settlements show that many districts in the region are reaching agreements with their bargaining units calling for annual salary increases of 2% per year or less. In addition, the BOCES contract analysis for Dutchess County shows that Arlington's TAs are competitively compensated. When these facts are considered along with the state of the overall economy, it is clear that the District's proposal of a wage freeze for 2007-08 followed by salary schedule increases of 1.5% effective July 1, 2008, 1.75%, effective July 1, 2009 and 2%, effective July 1, 2009 is fair and appropriate.

The Fact Finder must directly address the issue of whether the TAs should receive roughly the same salary increases as were received by the teachers even though the economy has further deteriorated since the time of the teachers' settlement. The Fact Finder concludes that the economic downturn requires that the salary percentages for TAs be less than the percentages agreed upon between the District and the Arlington Teachers Association, though not nearly to the extent as proposed by the District.

Salary is the most important element in any labor agreement. Employees have the utmost concern about the wages they will receive and salary represents the greatest expenditure for the District. The Fact Finder has focused on balancing the reasonable economic needs of the TAs along with the obligations of the District in the context of what is fair and reasonable in the changed economy.

The record contains data that supports both parties' positions. The District faces genuine economic concerns. It has had to contend with recently failed budget votes and an economy that is more fragile than has been seen in this area and country for many years. It cannot rely upon significant increases in State Aid in the near future. The stock market crash and the federal government bailouts of so many international companies, coupled with the skyrocketing unemployment rate, are genuine issues that cannot be ignored.

The general state of the economy and the difficult tax burden faced by taxpayers, whose burden has increased substantially in recent years, lead the Fact Finder to conclude that the salary percentages proposed by the Union must be moderated. Trends of recent settlements show districts reaching agreements with salary increases that are significantly less than the percentages agreed to by the District and the Arlington Teachers Association (ATA). This trend is persuasive to the Fact Finder.

By the same token, there are other settlements in this area reflecting no significant diminution in the salary rates being agreed to with labor groups. In addition, although the District needs to be careful about its expenditures, there was no proof presented showing the District lacks the ability to pay for a reasonable settlement. Finally, the District's settlement with the ATA for increases of 3.7% for each of two years is influential to the Fact Finder because it was reached as the stock market started to collapse and after some major international companies started showing signs that they were collapsing or had actually collapsed.

Employees have a right to expect modest wage improvements that do not substantially reduce their relative standing with others similarly situated. Annual

increases of 3.0%, while somewhat less than the former going rate, will not significantly jeopardize the standing of Arlington TAs standing vis-à-vis other TAs in Dutchess County. Accordingly, I make the following:

RECOMMENDATION

Salary schedules will be increased by 3.0%, effective July 1, 2007; an additional 3.0%, effective July 1, 2008; an additional 3.0%, effective July 1, 2009; and an additional 3.0%, effective July 1, 2010. Unit members eligible to advance a step will do so in each year of the agreement.

LONGEVITY

The current longevity is $700 at Years 13 and 15 for the hourly teaching assistants. It is $700 after 15 and 20 years for salaried TAs. The Union is proposing increases of $100 per year to each longevity step and to have three longevity steps at Years 13, 15 and 20 for hourly and salaried TAs. The Union is also proposing that the longevity amounts be given at the beginning of each year. Whereas hourly TAs receive their longevity amount at the beginning of the year, salaried TAs receive their longevity amounts after completing 15 and 20 years.

The Union argues that all TAs should receive longevity in a uniform and consistent manner, i.e., at the same years of service levels at and the same time of the year. The Union maintains that the longevity payments have not been raised for two contracts and that this has adversely affected the competitiveness of overall salary paid to its most senior members.

The District objects to the Union's proposal. It proposes to maintain the current longevity structure with the longevity payments remaining at the current years of service. The District expresses a willingness to increase the existing payments by $100 at all levels in both 2009-2010 and 2010-2011.

The District asserts that its proposal is fair and reasonable. It argues that the proposal would cost approximately $20,000 over the existing longevity payments over the course of the contract. This equates to 0.59% over four years or 0.15% each year.

Although the Union's argument for uniform longevity innately makes sense, the Fact Finder is not persuaded that there is any compelling reason for a change. For quite some time, the parties have agreed to live with differences in the way longevity was provided to hourly versus salaried TAs. The evidence presented does not convince the Fact Finder that he should recommend uniformity in longevity for salaried and hourly TAs.

The Union's proposal to add a third longevity step is also rejected. The evidence presented does not establish that a third longevity step is either typical or warranted, particularly in these economic times.

However, the Fact Finder finds that increases to the existing longevity steps are warranted. The current cumulative amount of $1,400 for longevities is not excessive and more senior TAs deserve to be recognized for their longstanding commitment to the District and the children it serves. Accordingly, I make the following:

RECOMMENDATION

The existing hourly TA longevity payments at Year 13 and Year 15 will both be increased from $700 to $1,000 effective July 1, 2009. The existing salaried TA longevity

payments after 15 years and 20 years will both be increased from $700 to $1,000, effective July 1, 2009.

HEALTH AIDE STIPEND

The Union proposes increasing the health aide stipend from $700 per year to $1,200 per year. It asserts that this stipend has not been increased since 2001. Since it is customary to allow a stipend such as this to be increased and keep up with the cost of living, the Union maintains that its proposal is fair and reasonable.

The District proposes to increase the annual stipend by $75 in 2009-2010 and an additional $75 in 2010-2011. It argues that this will cost the District an additional $2,700 and that this is the most it should be required to spend in this economic climate.

The Fact Finder is persuaded that increases to the health stipend are warranted in an amount less than that proposed by the Union and more than that proposed by the District. The Fact Finder is mindful of the District's concern about the overall cost of the settlement. At the same time, the District's proposal will not increase the stipend enough over the course of the contract. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

Effective July 1, 2009, the health aide stipend shall be increased from $700 to $1,000.

PAY FOR SERVING AS SUBSTITUTE TEACHER

The Union states that TAs are frequently required to serve as substitute teachers. When a teacher is absent from class and a TA is required to serve as the substitute teacher, the TAs job is much different. Instead of having a finite set of responsibilities

that are geared toward assisting a teacher and taking direction from a teacher, TAs serving as a substitute teacher are expected to lead the instruction and manage all aspects of the classroom, including student behavior.

The Union asserts that compensating TAs when they substitute for teachers is something that occurs regularly in Dutchess County school districts. The Union cites the recent settlement between the Beacon City School District and its TAs as increasing TA pay for working as a substitute teacher to $40 per full day. According to the Union, TAs in the Wappingers Central School District earn $30 per day for substitute teaching.

The District concedes that the parties have had extensive discussions regarding the Union's proposal. In the District's estimation, although it may voluntarily agree to the Union's proposal, it is not required to do so. It maintains that the assignment of TAs is a management prerogative and that the Fact Finder should not address this issue.

The Fact Finder is well aware that many school districts provide compensation to TAs serving as a substitute teacher. The Fact Finder is convinced that the TAs job duties are significantly different on days when they are required to serve as a substitute teacher. On those days, the TA is in charge of all aspects of the instructional program in the class. The Fact Finder is persuaded that supplemental compensation is warranted for the extra job duties and responsibilities. The Union's proposal of $40 per day and $20 per ½ day seems fair and reasonable when one considers the dollars per hour that the proposal computes to. It is also recommended because it is within the range of what other Dutchess County school districts pay for these services. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

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). TAs 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.

HEALTH INSURANCE PREMIUM CONTRIBUTION

TAs working twenty or more hours per week currently contribute 5% toward the cost of individual coverage and 8% toward the cost of family coverage. The Union strenuously objects to the District's proposal to increase the contribution to 11% for individual and family coverage. It points out that the ATA agreed to increase its contribution to 10% in the last round of negotiations. However, ATA members were already paying 8% for both individual and family premiums. Thus, the ATA agreement to increase its contribution from 8% to 10% over the course of two years was far less onerous than the District's proposal of increasing TAs contributions to 11%.

In the Union's view, the District's proposal becomes even more untenable when one considers the fact that TAs are arguably the lowest paid District employees. For this reason, the District's proposal would take an even greater amount out of each TAs paycheck. Given these facts, the Union insists that its proposal to gradually increase the premium contribution to 10% over the life of the contract is fair and reasonable.

The District proposes to increase individual and family premiums to 9.5% effective July 1, 2009 and to 11%, effective July 1, 2010.

The District points out that the cost of health insurance has risen astronomically over the past several years. For example, between 2000 and 2007, all of the plans offered by the District increased between 90% and 102%. This problem is exacerbated by the limited premium contribution paid by TAs. The District's health insurance costs for this unit alone will increase by nearly $400,000 if TAs do not agree to significantly increase their share of the health insurance costs in the way proposed by the District.

The District asserts that many similarly situated employees in Dutchess County contribute far more toward health insurance than TAs in Arlington. According to the District, the contribution range in Dutchess County is 0% to 20% for individual coverage and 2% to 35% for family coverage. The District also insists that the statewide trend is for employees to contribute more toward the cost of health insurance.

The District also observes that not all districts provide health insurance to TAs. Moreover, many districts provide health insurance to their TAs on a much more limited basis than Arlington. For example, the Wappingers Falls Central School District offers individual coverage with the employee paying 10% of the cost.

The District points out that virtually all of its employee organizations have agreed to increase their contributions toward health insurance by at least 1% per year in the most recent round of negotiations. All administrators, CSEA members, nurses, food service workers and central office administrators will be contributing 12.5% by 2011-12 at the latest. In light of these necessary changes, the Fact Finder should conclude that the District's proposal to have TAs contribute 11% by the 2010-2011 school year is fair and reasonable and consistent with the changes made by virtually all of the other employee organizations in the District.

Health insurance continues to be one of the most difficult and contentious labor-management issues because of its importance to employees and their families and because its cost has grown so dramatically over the past several years. Both parties have made persuasive arguments in support of their positions.

The fact is that virtually all of the bargaining units in the District have agreed to contribute at least 10% toward the cost of health insurance premiums. Thus, the District's proposal to increase the contribution to 10% has merit. However, the contributions made by this unit and the others in the District must be considered in the context of what the employees were contributing in the previous round of negotiations. In other words, although several of the District's bargaining units have agreed to contribute as much as 12.5% by the 2011-2012 school year, those bargaining units started their last round of negotiations contributing more than TAs currently contribute. When this is considered along with the fact that the District agreed to have teachers increase their contribution from 8% to 10% in the last round of negotiations, as well as the comparatively low salaries of TAs when compared to teachers, it becomes abundantly clear that TAs should not contribute more than 10% in this round of negotiations.

At the same time, TAs need to be mindful of the fact that even though their contribution will be increasing, they will be still be contributing less toward health insurance than the vast majority of employees in the District. TAs should also recognize that many other District's in Dutchess County and the region require TAs to contribute more than 10% toward the cost of health insurance because the costs have risen so dramatically over the past fifteen years. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

Effective July 1, 2009, Article 4.1 of the CBA will be modified by increasing TAs contribution toward health insurance to 9% toward the cost of individual and family premiums. Effective July 1, 2010, the contribution toward the cost of individual and family premiums will be increased to 10%.

HEALTH INSURANCE BUYOUT

The District currently pays TAs $2,000 per year to take a buyout when they receive health insurance from another source. The Union proposes to increase this amount to $2,500.

The District proposes no increase to the buyout. It asserts that its research shows that the $2,000 buyout payment is competitive and will not yield additional buyouts if the amount is increased.

It is true that the cost of the Union's proposal is small. However, I am not persuaded that any change is necessary. Consequently, the Union's proposal is not recommended.

LIFE INSURANCE

The District currently offers life insurance to the twenty or so TAs who work 40 hours per week. The parties split the premium cost 50/50.

The Union proposes that all TAs working twenty or more hours per week be provided with the life insurance benefit. There is insufficient evidence that life insurance

is benefit that is commonly provided by districts in Dutchess County or in the region to TAs. Accordingly, the Union's proposal is not recommended.

WELFARE TRUST CONTRIBUTION

The District currently contributes $350 per year for TAs working at least 20 hours per week and participating in the health care plan. The Union proposes that the District contribution be increased to $450 in 2008-09, $500 in 2009-2010 and $550 in 2010-2011.

The Union also proposes that non-health plan participants start receiving a contribution to the welfare trust in this contract in the amount of $300 in 2009-2010 and $550 in 2010-2011.

The District objects to add non-health plan participants to the welfare trust. It cites the fact that this aspect of the proposal alone would cost the District an additional $27,000 annually because 67 TAs who are not currently receiving this benefit would now become eligible for it.

In light of the current economic conditions, the Fact Finder is not persuaded that this is the appropriate time to add non-health plan participants to the welfare trust. The increased costs are significant and could adversely affect staffing, even if it means one position. Accordingly, this aspect of the Union's proposal is not recommended.

However, the Union's proposal to increase the current contribution by an average of $50 per year is warranted. The current contribution of $350 is less than the amount paid in many districts and the Union presented evidence that the District has agreed to like increases in the most recent round of negotiations with other bargaining units. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

The current welfare trust contribution of $350 for TAs who work 20 hours or more per week and participate in the health care plan will be increased to $450 in 2009-2010 and $550 in 2010-2011.

RETIREE SICK LEAVE LIQUIDATION

The parties are very close to reaching an agreement on this issue. The current maximum payment for unused sick leave at retirement is $3,000. This is used to defray the TAs contribution toward health insurance in retirement. The parties agreed to increase the maximum expenditure to $4,000 in 2009-2010. The Union proposes to increase the maximum expenditure to $5,000 in 2010-2011 and the District proposes that the cap be set at $4,500.

The current maximum amount is quite low. Since it is used by TAs to defray the cost of retiree health insurance and serves as an incentive for TAs to be at work and save their sick days, the Fact Finder is convinced that the Union's proposal is fair and appropriate. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

Effective July 1, 2009, the maximum amount of sick leave liquidation at retirement will be increased to $4,000. The maximum amount will be increased to $5,000, effective July 1, 2010.

EDUCATIONAL ADVANCEMENT

This proposal deals with Article 5 of the CBA and the amount of reimbursement provided by the District when TAs enroll in different types of courses, whether at colleges or other institutions. The Union has proposed a number of increases for the payments set forth in Article 5. For example, the Union has proposed to increase the reimbursement for college courses from $75 to $100 per credit hour. This proposal is recommended because the District made a similar proposal.

The parties also mutually agreed to increase the maximum reimbursement for non-credit workshops from $65 to $75. Accordingly, this proposal is recommended.

The Fact Finder will also adopt the District's proposal to increase the one time payment provided to TAs completing a District or BOCES in-service course from $100 to $150.

All other aspects of this proposal are rejected. The evidence presented was insufficient to convince the Fact Finder that further changes are necessary and warranted. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

Effective July 1, 2009, Article 5.1 shall be changed by increasing the per credit payment from $75 to $100 and increasing the maximum payment accordingly, i.e., from $225 to $300. Effective July 1, 2009, Article 5.2 shall be changed by increasing the payment for non-credit workshops from $65 to $75. Effective July 1, 2009, Article 5.3 shall be changed by increasing the one time payment for District or BOCES in-service courses from $100 to $150.

EVALUATION LANGUAGE

Both parties have made some compromises on this issue. The Union initially sought language that would have added a just cause standard for discipline and discharge. The Union modified its position after this was strongly opposed by the District.

The parties now mutually agree to expand the language of Article 15. At this time, the dispute boils down to the extent of the District's right to dismiss a TA when there is no written evaluation describing the TAs unsatisfactory performance. The District insists that it should maintain an unfettered right to determine whether a TAs actions warrant immediate dismissal even if there is no written evaluation. The Union states that the District should be able to dismiss an employee with no history of an unsatisfactory evaluation only when the TA engages in illegal actions or conduct endangering a child's safety.

After carefully considering the arguments of both parties, the Fact Finder concludes that the District should not have the unfettered right to dismiss a TA with no history of an unsatisfactory evaluation in instances where the reason for the dismissal is pedagogical in nature, i.e., having to do with classroom performance and/or competency. The District should retain the right to dismiss TAs for acts of misconduct that it deems sufficient to justify termination. Accordingly, the Fact Finder makes the following:

RECOMMENDATION

Article 15.1 will read as follows:

> 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.

CONCLUSION

The changes that have been recommended are warranted based on the evidence presented and the arguments of the parties. This negotiations dispute is more than two years old. This is not beneficial to either the TAs or the District. I strongly urge the parties to adopt the recommendations without any changes so they can move forward, reap some of the benefits of the recommended changes and enjoy two years of labor peace. Otherwise, this dispute is likely to continue well into the 2009-2010 school year. This will not be helpful to the parties.

SUMMARY OF RECOMMENDATIONS

1. **Salary** – Salary schedules will be increased by 3.0%, effective July 1, 2007; an additional 3.0%, effective July 1, 2008; an additional 3.0%, effective July 1, 2009; and an additional 3.0%, effective July 1, 2010. Unit members eligible to advance a step will do so in each year of the agreement.
2. **Longevity** – The existing hourly longevity payments at Year 13 and Year 15 years will both be increased from $700 to $1,000, effective July 1, 2009. The existing salaried TA longevity payments after 15 years and 20 years will both be increased from $700 to $1,000, effective July 1, 2009.

3. **Pay for Serving as Substitute Teacher** – Effective July 1, 2009, the District shall pay TAs serving as substitute teachers $20 for ½ day (at least three hours) and $40 for a full day (at least five hours). TAs 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.
4. **Health Insurance Premium Contribution** – Effective July 1, 2009, Article 4.1 of the CBA will be modified by increasing TAs contribution toward health insurance to 9% toward the cost of individual and family premiums. Effective July 1, 2010, the contributions toward the cost of individual and family premiums will be increased to 10%.
5. **Welfare Trust Contribution** – The current welfare trust contribution of $350 for TAs who work 20 hours or more per week and participate in the health care plan will be increased to $450 in 2009-2010 and $550 in 2010-2011.
6. **Retiree Sick Leave Liquidation** – Effective July 1, 2009, the maximum amount of sick leave liquidation at retirement will be increased to $4,000. The maximum amount will be increased to $5,000, effective July 1, 2010.
7. **Educational Advancement** – Effective July 1, 2009, Article 5.1 shall be changed by increasing the per credit payment from $75 to $100 and increasing the maximum payment accordingly, i.e., from $225 to $300. Effective July 1, 2009, Article 5.2 shall be changed by increasing the payment for non-credit workshops from $65 to $75. Effective July 1, 2009, Article 5.3 shall be changed by increasing the one time payment for District or BOCES in-service courses from $100 to $150.

8. **Evaluation Language** – Will be modified as set forth on pages 19-20 herein.

Dated: August 4, 2009
Cold Spring, New York

Jay M. Siegel, Esq.
Fact Finder

STATE OF NEW YORK)
COUNTY OF PUTNAM)

I, Jay M. Siegel, do hereby affirm that I am the individual described herein and who executed this Instrument which is my Report and Recommendation.

Dated: August 4, 2009

Jay M. Siegel, Esq.
Fact Finder