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

Title: **Coxsackie-Athens Central School District and Coxsackie-Athens Teaching Assistant/Teacher Aide Association (2005)**

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Union: **Coxsackie-Athens Teaching Assistant/Teacher Aide Association**

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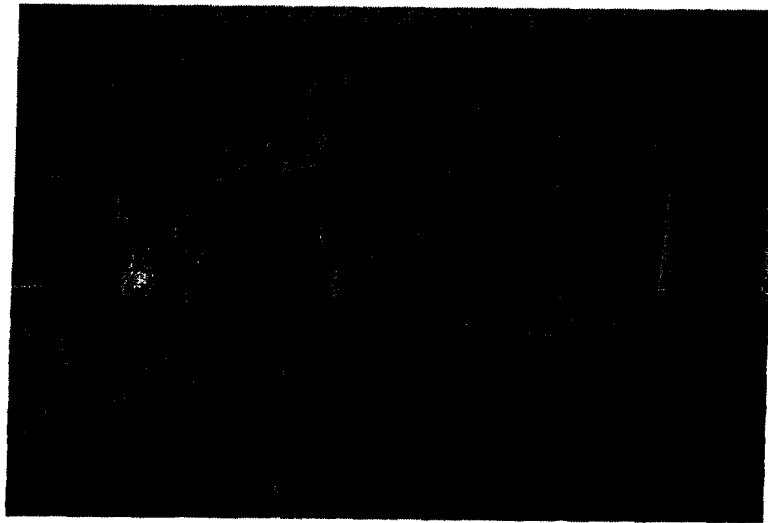
**COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT**

**AND**

**COXSACKIE-ATHENS  
TEACHING ASSISTANT/TEACHER AIDE  
ASSOCIATION**

**Collective Bargaining Agreement**

**July 1, 2005 through June 30, 2009**



**RECEIVED**

NOV 16 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

49

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## **ARTICLE 1 - RECOGNITION CLAUSE**

1. This Board of Education of the Coxsackie-Athens Central School District (hereinafter "District") hereby recognizes the Coxsackie-Athens Teaching Assistant/Teacher Aide Association (hereinafter "Association") as the exclusive negotiating organization for a unit consisting of employees employed by the District in accordance with guidelines set forth in Section 80.33 of the Regulations of the Commissioner of Education and Section 6:15 of the Policies of the Coxsackie-Athens Central School District.
2. Such recognition shall continue in accordance with the provisions set forth in Article 14 of the Civil Service Law of the State of New York.

## **ARTICLE 2 - NEGOTIATION PROCEDURES**

1. The District and the Association shall enter into good faith negotiations over a successor agreement no later than March 1<sup>st</sup> of the calendar year in which the agreement expires.
2. Negotiations shall be conducted by representatives of the District and the Association. Neither party shall have any control over the selection of representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be vested with the necessary power and authority to make proposals and reach compromises in the course of negotiations.
3. In the event an impasse should occur at any time during the course of negotiations, either or both of the parties may request the assistance of the Public Employment Relations Board and the procedures contained in Section 209, subdivision 3 of the Public Employees Fair Employment Act shall be followed to resolve the impasse.
4. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the District and the Association.

## **ARTICLE 3 - WORK DAY AND WORK WEEK**

### **Full Time Employees**

1. Unit members shall follow the teacher(s) normal daily schedule by building, not to exceed 36.24 hours per week, inclusive of paid lunch.
2. Employees assigned 20 hours or more per week will receive a 30 minute lunch period per day. The building principal shall be responsible for scheduling the lunch period.

All Unit Employees

1. Individual staff members' work schedules shall be assigned by the appropriate administrator or supervisor to whom the staff member is responsible.

**ARTICLE 4 - HOLIDAYS**

1. Full time 12 month employees shall have the following 14 paid holidays each year:

Independence Day	New Year's Day (2)
Labor Day	Lincoln's Birthday or
Columbus Day	Washington's Birthday
Veterans Day	Martin Luther King's Birthday
Thanksgiving Day (2)	Good Friday
Christmas Day (2)	Memorial Day

2. Full time 10 month employees shall have 13 paid holidays each year (holidays listed above exclusive of Independence Day).

**ARTICLE 5 - LEAVES**

Sick Leave:

- A. Full time 12 month employees shall receive 18 sick days per year. Full time 10 month employees shall receive 15 sick days per year. Unused days of each year are cumulative to a maximum of 200 days. The cumulative sick leave total at July 1<sup>st</sup> of each new school year shall include the new year's allowance.

Part time employees working at least 20 hours but less than the full time definition as defined by Article 3 above will have 4 sick leave days per year to be cumulative to a maximum of 36 days.

- B. Sick Leave Credit May Be Used As Follows:

1. The employee may use his/her accumulated sick leave credit due to personal illness. Illness shall include visits to health care providers which cannot be scheduled except during normal working time causing an employee's absence from his/her normal duties.
2. Maximum of 15 days per year of accumulated sick leave credit may be used for absence due to illness in the immediate family. Illness shall include visits by a member of the employee's immediate family to health care providers which cannot otherwise be scheduled causing an employee's absence from normal duties.

Immediate family shall be defined as children of the employee, parent, husband, wife, brother, sister, or a permanent member of the employee's household.

3. Sick Leave Bank

- a. A sick leave pool shall be established to provide additional sick leave days to employees who have exhausted sick leave credits. The pool shall consist of voluntary contributions from employees of up to two days unused sick leave per year. Contributions to the pool shall be made prior to September 30<sup>th</sup>, or in the case of the employees who commence work after September 30<sup>th</sup>, within thirty (30) working days of the first day of work. An employee electing to participate shall submit in writing to the Employer by September 30<sup>th</sup> of any school year a waiver of up to two days from that year's sick leave allowance to be placed in the bank. An employee who has not contributed any days to the bank will be ineligible to withdraw days from the bank.
- b. The sick leave pool shall be administered by a committee consisting of the Superintendent and the President of the Association. The committee shall submit a record of its deliberations and judgments for annual review to both the Association and the District by June 30<sup>th</sup> of each year. The committee shall have the power to establish rules and procedures for eligibility, for filing claims and for conducting the business of the pool.
- c. An employee who has contributed to the pool may be granted up to ten (10) days sick leave for each day contributed up to a maximum of thirty (30) days in any school year by submitting a request in writing, including supporting documents, to establish the appropriateness of such request, to the committee. In no event, shall a member be granted more than thirty (30) days per request.
- d. The action of the committee in granting or failing to grant an application shall be in its sole and exclusive discretion and shall not be in any way reviewable.
- e. Nothing in this article shall be construed as giving a vested or property right to any interest in the pool and days once contributed may not be withdrawn by a contributory.

C. Workers' Compensation:

When an employee is absent from duty as a result of personal injury incurred in the course of employment entitling the employees to benefits under the Worker's compensation Law of the State of New York, the employee shall receive full salary from the district during the period of disability up to the employee's number of accumulated sick leave days. If the employee's period of disability from the job incurred injury exceeds the employee's accumulated sick

leave, all days of absence in excess of accumulated sick leave shall be without salary from the District. The District shall file, with its Worker's Compensation Insurance carrier, for reimbursement of wages paid to the employee during the period of disability and shall reinstate to the employee's accumulated sick leave amount the number of days derived by the District divided by the following determination;

Total amount of reimbursement received by the District divided by the employee's daily rate of pay at time of disability with any fraction in the quotient rounded to the next highest whole number of days.

D. Physician's Certificate

The Superintendent of Schools may require, at his discretion a physician's certificate regarding the illness of the employee.

E. Personal Leave

Up to three (3) days personal leave per year for full time employees and one (1) day for part time employees working at least 20 hours but less than the full time definition as defined by Article 3 above shall be granted in addition to accumulated sick leave, without salary reduction, in order for an employee to meet important personal obligations which cannot be handled during non-working time. (Absence for medical reasons as indicated above shall be considered sick leave absence, not personal leave absence). Except in unusual circumstances, personal leave days may not be used to extend holidays in the school calendar.

Requests for personal leave must be made in writing to and approved by the Superintendent of Schools in advance except in extenuating circumstances. Personal leave days shall be cumulative and shall be added to the employee's sick leave each year.

F. Bereavement Leave

Up to three (3) days of leave per year for unit members working 20 or more hours per week shall be granted an employee, in addition to sick and personal leave, without salary reduction, due to death in the family or immediate household. Bereavement leave days shall be non-cumulative from year to year.

G. Miscellaneous Leaves

Any leave requested in addition to that provided in prior sections of this article shall be considered on an individual basis by the Employer and may be granted at the discretion of the Employer. Upon return from an approved leave, employees shall have restored the same benefits accrued at the time the leave was commenced.

H. Jury Duty Leave

1. Employees shall be granted leave without salary deduction to serve on a jury, subject to the following terms and conditions:

- a. The employee must have filed a written request from the employer for exemption from service according to the procedures required by the respective County or Municipality or jurisdiction and such request must have been denied.
- b. The employee shall return all per diem pay for jury service to the district upon receipt of same (travel and meal allowances excluded).
- c. The employee shall report to school for his/her normal assignment on any given day when jury service is not required or when the employee is excused from jury service prior to 12:00 noon.

I. Any unit member who volunteers and is assigned by an administrator to accompany a teacher on a field trip, shall be granted school business leave with no deduction of pay or accumulated leaves.

**ARTICLE 6 - CONFERENCES**

A. When an Association member is authorized by the Superintendent of Schools to attend a conference or workshop, such member shall be reimbursed all approved costs for such attendance. If said attendance results in the absence of the member from her regular duties, such absence shall be considered school business leave without salary reduction.

B. In the event a District Superintendent's conference day is scheduled, the Administration and the Association shall determine a plan to be used during the conference day.

**ARTICLE 7**

**SALARY SCHEDULE, SALARY CREDIT AND PAYMENT OF SALARY**

A. Movement on the salary schedule shall be automatic on July 1<sup>st</sup> of each year for each unit employee provided the employee has been continuously employed by the district for at least six months prior to July 1<sup>st</sup>. Upon initial employment, notwithstanding Section C below, a unit member will be placed on the entry level salary and shall move to line 1 on the September following a minimum of six months of service. For the purpose of defining "movement", the parties agree that each unit member will move on step within the salary schedule on July 1 of each year effective July 1, 2005. Employee steps in effect on 6/30/05 will be restated to accommodate the return to the traditional step movement schedule as per Appendix C.



- B. In the event that an Association member changes positions and/or classifications within the school district, credit will be given for prior service in the district in determining placement on a step of the salary schedule. Prior service equivalent to one-half year or more will be recognized as one full year.
- C. The employer may grant up to three year's credit on the salary schedule to new employees for prior comparable experience.
- D. For time worked in excess of the 40 hour work week, overtime pay at one and one half the times the employee's hourly rate shall be paid or time off during a regular work day equivalent to the time and one-half worked in excess of the 40 hour work week may be granted by mutual agreement between the employee and his/her supervisor.
- E. The District agrees to make payroll deduction, upon written authorization therefore, from the salaries of employees for contributions to the New York State Employees or Teachers Retirement Systems, payments for the purchase of a tax-sheltered annuity, contributions to a Federal Credit Union designated by the District; contributions to a Section 125 Cafeteria Plan, and the payment of dues to any authorized agent; and to disburse these deductions for the purposes intended. Procedures for all payroll deductions shall be established by the District.
- F. Salaries will be paid in accordance with schedules attached hereto as Appendix C. The salary schedule, representing an increase of 2.75% per year of the contract is attached.

Salaries for full time ten month employees shall be based on 1430 hours.

- G. Paychecks  
Employees shall be paid every two weeks in accordance with district payroll schedule. All employees working at least 20 hours but less than the full time definition as defined by Article 3 above shall have their paycheck computed by multiplying the employee's hourly rate of pay times the number of hours the employee is scheduled to work and dividing the product by the number of pay periods, for services rendered in the period September 1<sup>st</sup> through June 30<sup>th</sup>. Full time employees shall have the pay calculated on the basis of 185 school days plus paid holidays. Any additional days worked beyond the above shall be paid at the normal hourly rate of pay unless worked at the overtime rate.

Employees will be paid in 22 or 26 equal payroll units with the final check in June equal to five units.

Effective 7/1/05, all payroll will be paid via Direct Deposit for all unit employees.

- H. New Hires  
Newly hired employees shall be told the starting salary, including hourly rates and given a copy of this Agreement at the time of employment.

I. Career Bonus

A career bonus will be paid to employees who have completed ten or more years of continuous service. When an employee's anniversary date falls between September 1 through December 31 he/she shall receive his/her career bonus in the last payroll check of December of the same year in which he/she achieves the service years required to meet the career bonus requirement. When an employee's anniversary date falls between January 1 through June 30, he/she shall receive his/her career bonus in the last payroll check in June of the same year in which he/she achieves the service years required to meet the career bonus requirement.

- 10 years of service - \$425
- 15 years of service - \$700
- 20 years of service - \$900
- 25 years of service - \$1025
- 30 years of service - \$1250

**ARTICLE 8 - RETIREMENT BENEFITS**

1. The district shall grant eligible Association members the opportunity to join the New York State Employee's Retirement System and shall provide for them the provisions and benefits of the 1/60th Non-contributory plan of the Retirement System.
2. The district shall provide the benefits of Section 41, Subdivision J of the Retirement and Social Security Law as presently written or hereafter amended, granting allowance for unused sick leave for eligible employees.
3. Teacher Assistants are eligible to join the NYS Teacher's Retirement System.
4. Upon retirement, employees shall receive payment for accumulated sick leave to a maximum of 200 days in accordance with the following:

1 - 100 days	2005-06	\$22
	2006-07	\$23
	2007-08	\$24
	2008-09	\$25
101 - 200 days	2005-06	\$27
	2006-07	\$28
	2007-08	\$29
	2008-09	\$30

All days are cumulative and will be paid at the higher rate if the employee's accumulated days are in excess of 100. In order to be eligible to receive this payment, the employee must notify the employer of his/her intent to retire on or before April 1<sup>st</sup> in the year in which he/she plans to retire.

## ARTICLE 9 - GRIEVANCE PROCEDURES

### **Definitions:**

1. A "grievance" shall mean a complaint by an aggrieved party that there has been a misapplication, misinterpretation or other violation of this agreement.
2. An "aggrieved party" shall mean an employee or group of employees in the Association or the Association itself.
3. "Days" shall mean "school days"

### **Purpose:**

It is understood that the purpose of these procedures is to resolve grievances informally as quickly and equitably as possible, but provide third party adjudication if the grievance cannot be resolved informally.

### **Submission of Grievance:**

1. A grievance must be submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the event or condition on which the grievance is based, or the grievance shall be deemed waived.
2. If the grievance is limited in effect to one office, department or location, the aggrieved party shall initiate the grievance at Step 1 of these procedures.
3. If the grievance is not limited in effect to one office, department or location, the aggrieved party shall initiate the grievance at Step 2 of these procedures.

### **Grievance Procedure:**

Step 1. The aggrieved party may present the grievance to her immediate supervisor or building principal. The supervisor or principal shall give the aggrieved party a written response to the grievance within five (5) days of the final discussion of the grievance with the aggrieved party.

Step 2. If the Grievance is not resolved at Step 1, or if the written response is not received by the aggrieved party within five (5) days as provided at Step 1, the aggrieved party may, within ten (10) days submit the grievance to the Superintendent of Schools. The Grievance must be in writing on the form provided as Appendix "A", and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged event or condition constituting the grievance existed, and, if known, the identity of the person responsible for causing such event or condition and a general statement of the grievance and redress sought by the aggrieved party. The Superintendent of Schools or the Superintendent's designee(s) shall confer with the aggrieved party with respect

to the grievance and shall give to the aggrieved party a written response to the grievance within fifteen (15) days after it is received by the Superintendent.

Step 3. If the grievance is not resolved at Step 2, or if the written response is not received by the aggrieved party within fifteen (15) days provided at Step 2, or if the written response is not satisfactory to the aggrieved party, the Association may submit the grievance to arbitration.

Step 4. Arbitration of any grievance shall be governed as follows:

- a. The Association may select arbitration through the American Arbitration Association.
- b. Any arbitration hearing shall be held in the District Office, Sunset Boulevard, Coxsackie, New York.
- c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement. The decision of the arbitrator shall be binding on both parties.
- d. The cost of the arbitration shall be borne equally by the employer and the Association.
- e. The election to submit a grievance to arbitration shall automatically be a waiver of all other procedures otherwise available for the resolution of the grievance until the arbitrator has rendered his decision.

#### **ARTICLE 10 - BUILDING USE**

The Association is authorized to conduct meetings on district property after the employee's scheduled work day and when such use does not conflict with other meetings or ongoing educational activities. The Association shall file a request form with the building principal for each meeting.

#### **ARTICLE 11 - IMPLEMENTATION OF AGREEMENT**

##### **Conformity to Law:**

If any provision of this Agreement or any application of the Agreement to an Association member or group of Association members shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

Notice is required by Section 204-A, Civil Service Law:

**“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”**

Copies of this agreement shall be prepared at the expense of the employer and distributed to all unit members presently employed, or employed during the term of this Agreement.

### **ARTICLE 12 - AGENCY FEE**

1. The District shall deduct from the salaries of those members of the bargaining unit, who are not members of the Association, a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.
2. The agency fee shall be deducted in the same manner as payroll deduction of dues, described in Article 7, Section E in equal amounts from October through May.
3. Any bargaining unit member subject to the agency fee charge who is employed for less than a full year shall pay a service fee equivalent to the pro-rata portion of the total dues paid by members of the Association.
4. The Association affirms that it has adopted the procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.
5. The Association hereby agrees that it will at all times hereafter indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision in this contract. It is further agreed that in the event any action, suit, or proceeding is brought against the District or any officer or employee for any liability arising out of the aforesaid agency fee provision, the said District or District officer or employee shall at once give notice in writing to the Association by mail addressed to the President of the Association. Upon the giving of such notice the Association at its own expense shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officer or employee and in the event that such judgment is obtained, the District prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

### **ARTICLE 13 - ALTERATION OF AGREEMENT**

This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the District and the Association. The waiver of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

### **ARTICLE 14 - EMPLOYMENT STATUS**

During the term of this Agreement, each member of the unit employed by the District during the ten (10) month school year, who is employed in any capacity by the District on the last day of the school year or the last day preceding any vacation period, holiday recess or other school recess, shall continue to be employed in the same capacity at the beginning of the subsequent school year or period immediately following such vacation period, holiday recess or other school recess.

It is understood and agreed that subject to the specific provisions of this Article relating to continuation of services, nothing contained herein shall:

1. Deprive any member of the unit employed by the district legal employment rights that such employee possesses in the absence of this Article.
2. Deprive the district of any legal rights to terminate any employee of the unit in accordance with the applicable rules, regulations, statute or laws.

### **ARTICLE 15 - VACANCIES AND SUBSTITUTES**

1. Vacancies  
When any vacancy occurs within the unit, the employer will notify the Association president in writing of such vacancy. Notices will be posted on the office bulletin boards in each building for five working days. Notices will include job title, job duties, minimum requirements, work locations and/or grade level, hours of work and person to whom application should be sent.
2. Substitutes  
A vacancy created by a long-term absence, defined as ten consecutive days or more, which the employer determines should be filled on an interim basis, shall first be offered to any part-time employee within that classification.

Substitutes shall be paid at the higher rate of pay for work performed.

## **ARTICLE 16 - HEALTH INSURANCE**

All employees working 20 or more hours per week shall be eligible to enroll in the district's PPO Health and prescription drug plans. The PPO plan offered shall be the same as that which is offered to the CATA. Effective July 1, 2005 and each year thereafter, the District will fund the health and prescription drug plan with a total amount of \$50,000, \$60,000, \$70,000 and \$80,000 respectively per year. Each eligible unit member who has three or more years of continuous service to the District may participate in the plan and the District will pay 60% of the individual premium rate. Should eligible unit members choose not to participate in the plan, then the pool will be re-allocated accordingly to provide up to a District premium contribution of 80% for an individual plan. If the total pool allocation is partially unused in any given year, the remainder of the pool shall roll over into the following year's allocation (e.g. if only \$45,000 of the \$50,000 is used in year one, the pool for year two will increase from \$60,000 to \$65,000).

All employees working 20 or more hours per week shall be eligible to enroll in any HMO provided by the employer as an option to the PPO plan provided for above, subject to the rules and regulations governing HMO enrollment. The employee shall pay the percentage of the premium cost as indicated above.

The District reserves the right to pursue carving out the drug benefit portion of the health plan if there is an economic advantage to do so. No diminution in benefit level will result from this change.

An eligible unit member may choose to participate in a family plan by paying the premium difference between the family plan rate and the District contribution toward the individual rate.

## **ARTICLE 17 – PROFESSIONAL DEVELOPMENT PROGRAM**

- A. The Coxsackie-Athens Central School District encourages the personal and professional development of its employees, particularly when such development has a direct relationship to the employee's job responsibilities and benefits programs offered by the district. As such, the district will reimburse 50% of the cost of tuition, course fee(s) not to exceed \$350 per year per individual. Expenses will be reimbursed based upon the following:
1. The employee will make written application to the Superintendent's office providing information as to the course, sponsoring institution, associated costs and pertinent dates and times.
  2. Reimbursement shall be limited only to those individuals obtaining prior approval by the Superintendent of Schools. Approval shall be at the sole discretion of the Superintendent.
  3. The employee must submit evidence of satisfactory completion of coursework.

- B. When the employer mandates the attendance of one day conferences, training programs, in-service programs as determined by the District and such attendance is beyond the employee's work schedule, employees will be compensated at the hourly rate.
- C. If the teacher with whom an Assistant is assigned is sent to a conference concerning their subject matter, the assistant shall be given the option to attend the conference at no cost to the Assistant, subject to approval of the Superintendent in accordance with Board of Education policy.

**ARTICLE 18 – STAFF EVALUATION**

The purpose of evaluation and observation is the improvement of employee performance. To this end, the guidelines as set forth below shall be understood to be a minimum.

- 1. All observations of work performance shall be conducted openly.
- 2. The use of surveillance and/or monitoring equipment shall be prohibited.
- 3. Evaluations shall be written only by administrators or personnel certified to do such evaluations.
- 4. The form(s) to be used for all evaluations shall be attached hereto as Appendix B.

**Evaluation Procedure:**

- 1. Probationary employees serving a probationary period of 26 weeks in accordance with Civil Service Rules and Regulations shall be evaluated three times during the period of probation. Following the successful completion of probations, said employee will be evaluated once during the school year.
- 2. Untenured teaching assistants will be evaluated twice each year with the first being done no later than December 1<sup>st</sup> and the second being done no later than April 30<sup>th</sup>.
- 3. Tenured teaching assistants shall be evaluated annually.
- 4.
  - a. As soon as possible, but within fifteen school days after an evaluation, the written evaluation shall be submitted to the employee at a post evaluation conference.
  - b. The written evaluation will include the opportunity for input from the teacher to whom the member is assigned (if such assignment exists) and the evaluator resulting in a jointly prepared evaluation.
- 5. The conference shall provide the employee with the opportunity to discuss the written evaluation and receive a signed copy of same.
- 6. As soon as possible but within fifteen school days after the conference, the employee shall affix his/her signature to the report. The signature shall be considered acknowledgment of receipt of the report and not acceptance of its contents.
- 7. The employee shall have the right to respond to the report and the response shall be attached to the report and placed in the personnel file.
- 8. No report relating to an employee's service, character, conduct or personality shall



- be placed in the file unless the employee is given the opportunity to read the material.
9. Effort shall be made by the administration to help an employee if there is evidence of need for such assistance.
  10. Should the District conclude that unsatisfactory performance exists by the employee, a conference will be held. The attendance at such conference shall include the employee and his representative, at the employee's option, the employee's immediate supervisor and the Superintendent or designee. The purpose of the conference will be to suggest methods of performance improvement so that if implemented by the employee, he/she may remain in the employ of the District in the same capacity.
  11. The District and the unit subscribe to the philosophy of progressive discipline; to wit, no employee shall be disciplined, reprimanded, reduced in compensation, dismissed or deprived of any advantage without just cause.
  12. The discipline or dismissal of certified teacher assistants shall be in accordance with Education Law 3031, 3020, 3020-a.
  13. Any complaint made against an employee by a staff member, parent, student or other person which may be used in any manner in evaluating the employee shall be promptly called to the attention of the employee and the employee will be afforded the opportunity to respond in writing to such complaint and to have such response permanently attached thereto.

#### **ARTICLE 19 – LABOR MANAGEMENT COMMITTEE**

1. There is hereby established a Labor-Management Committee to consider matters of concern to the District and the Association.
2. The Labor-management Committee will be composed of six members. Three members will be assigned by the Superintendent/designee and three members by the Association President. Upon mutual consent of the parties, additional persons may be invited to meetings of the Committee.
3. The Labor-Management Committee will meet regularly once each semester on a date and at a time to be agreed upon in September of each school year. Should the representatives of the District and the Association determine that additional meetings in any year are appropriate, such additional meetings may be scheduled upon ten days written notice to the Committee members, the Association President and the Superintendent.
4. The representatives of the District and the Association will exchange proposed agendas, in writing, for each regular meeting of the Labor-Management Committee not less than ten days in advance of each meeting. In the event that a special meeting is requested, a proposed agenda for such meeting will accompany such request.
5. The Committee will discuss matters of mutual interest to the parties. Either party

may bring matters to the Committee meetings, upon notice as set forth in "D" above.

6. The Committee shall be without authority to modify the Collective Bargaining Agreement. Should such modifications be in the best interests of both parties, a written, signed Memorandum of Agreement shall be executed detailing the terms of the modifications. Such Memorandum of Agreement must be signed by the Superintendent and the Association President prior to its implementation.

**ARTICLE 20**

This agreement shall become effective as of July 1, 2005 and shall continue in effect through June 30, 2009.

In witness whereof, the parties hereto have caused this agreement to be signed by the respective representatives on this 1<sup>ST</sup> day of July 2005.

**Coxsackie-Athens Central School District      Coxsackie-Athens Teaching Assistant/  
Teacher Aide Association**

By: Charles S. Gregory

Date: December 2, 2005

By: Annette D. Lucay

Date: December 2, 2005

Appendix A

**Coxsackie-Athens Central School District  
Grievance Claim**

Number: \_\_\_\_\_

Number of Aggrieved: \_\_\_\_\_

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

Level of Claim: \_\_\_\_\_

Date on which problem occurred (or date aggrieved became aware of the problem): \_\_\_\_\_

Claimant's assignment: \_\_\_\_\_

Nature of Problem:

Settlement Desired:

Signed: \_\_\_\_\_  
Aggrieved

Signed: \_\_\_\_\_  
(For the Association if Applicable)

Respondent's Reply:

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

Signed: \_\_\_\_\_

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**Grievance Receipt Form**

Grievance Number: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Received by: \_\_\_\_\_

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

**COXSACKIE-ATLANS CENTRAL SCHOOL DISTRICT**  
**Employee Job Performance Evaluation**  
**Non-Teaching/Support Staff**

Name of Employee \_\_\_\_\_

Job Title \_\_\_\_\_ School/Location \_\_\_\_\_

Civil Service Classification \_\_\_\_\_

Appointment Date \_\_\_\_\_ Probationary Period Ends \_\_\_\_\_

1<sup>st</sup> Report Due \_\_\_\_\_ 2<sup>nd</sup> Report Due \_\_\_\_\_ 3<sup>rd</sup> Report Due \_\_\_\_\_

*(For permanently appointed employees, one (1) report due by June 30).*

	ABOVE AVERAGE	SATISFACTORY	BELOW AVERAGE	UNSATISFACTORY
<b>INTERPERSONAL SKILLS</b>				
a. Willingness and ability to communicate with supervisors				
b. Gets along well with other staff members				
c. Relates well with students; maintains their respect				
d. Interacts positively with parents and the public				
<b>QUALITY OF WORK</b>				
a. Extent to which described job duties are carried out				
b. Accuracy, presentability, neatness				
c. Productivity				
d. Proficiency in skills particular to assignment				
<b>WORK HABITS</b>				
a. Shows initiative				
b. Organizes tasks into logical sequence				
c. Is reliable and consistent in carrying out duties				
d. Uses common sense				
e. Is task-oriented				
f. Is courteous				
g. Accepts new assignments easily/willingly				
h. Accepts constructive criticism				
i. Shows ability to withstand pressure/multiple tasks				
j. Remains calm in crisis situations				
k. Shows ability to grasp instructions and follow through				
<b>PERSONAL TRAITS</b>				
a. Uses discretion and tact				
b. Practices self-control				
c. Is friendly				
d. Is neat and well-groomed				
e. Maintains confidentiality				
<b>ATTENDANCE</b>				
a. Absences (copy of absence log attached)				
b. Punctuality				

COMMENTS/COMMENDATIONS/TARGETS FOR IMPROVEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature means only that person has received a copy of the Report, not necessarily agreement with evaluation contents.*

Copy Distribution: \_\_\_\_\_ Employee \_\_\_\_\_ Supt. (for personnel file) \_\_\_\_\_ Chief Financial Officer

**Appendix C**  
**Coxsackie-Athens CSD**  
**Teacher Aides & Assistants Negotiations**

7/7/2005 13:49

Step	2004-05 Salary Schedule	<u>Teacher Aides</u>			
		2005-06 2.75%	2006-07 2.75%	2007-08 2.75%	2008-09 2.75%
1	\$12,995	\$13,352	\$13,719	\$14,096	\$14,484
2	\$13,395	\$13,763	\$14,141	\$14,530	\$14,930
3	\$13,880	\$14,262	\$14,654	\$15,057	\$15,471
4	\$14,365	\$14,760	\$15,166	\$15,583	\$16,012
5	\$14,850	\$15,258	\$15,678	\$16,109	\$16,552
6	\$15,335	\$15,757	\$16,190	\$16,635	\$17,092
7	\$15,820	\$16,255	\$16,702	\$17,161	\$17,633
8	\$16,375	\$16,825	\$17,288	\$17,763	\$18,251
9	\$16,929	\$17,395	\$17,873	\$18,365	\$18,870

**Teaching Assistants**

Step					
1	\$15,698	\$16,130	\$16,574	\$17,030	\$17,498
2	\$16,098	\$16,541	\$16,996	\$17,463	\$17,943
3	\$16,563	\$17,018	\$17,486	\$17,967	\$18,461
4	\$17,068	\$17,537	\$18,019	\$18,515	\$19,024
5	\$17,553	\$18,036	\$18,532	\$19,042	\$19,566
6	\$18,038	\$18,534	\$19,044	\$19,568	\$20,106
7	\$18,523	\$19,032	\$19,555	\$20,093	\$20,646
8	\$19,050	\$19,574	\$20,112	\$20,665	\$21,233
9	\$19,577	\$20,164	\$20,719	\$21,289	\$21,820

The retroactive salary payment for the 2004-2005 school year shall be issued in one separate check no later than 14 days following ratification of the agreement by the parties.