



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Rye City School District and Rye City Schools Teacher Aides/Assistants Unit, CSEA Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2005)**

Employer Name: **Rye City School District**

Union: **Rye City Schools Teacher Aides/Assistants Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Westchester County Local 860**

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

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

PERB ID Number: **8263**

Unit Size: **73**

Number of Pages: **26**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TAS | 8263

**AGREEMENT**

**by and between the  
RYE CITY  
SCHOOL DISTRICT**

**and**

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**CSEA  
Rye City Schools Teacher Aides/Teaching Assistants Unit  
Westchester Local 860**

**July 1, 2005 – June 30, 2008**

**RECEIVED**

JAN 29 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

13



**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE I RECOGNITION.....	1
ARTICLE II CHECK-OFF AND AGENCY SHOP.....	1
ARTICLE III ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	2
ARTICLE IV SALARIES.....	3
ARTICLE V HOURS OF WORK/HOLIDAYS.....	5
ARTICLE VI OUT OF TITLE JOB/SPECIFICATIONS.....	5
ARTICLE VII TUITION REIMBURSEMENT/CERTIFICATION.....	6
ARTICLE VIII AUTHORIZED LEAVE.....	6
ARTICLE IX SENIORITY.....	8
ARTICLE X JOB POSTINGS/OPENING/PROMOTIONS.....	9
ARTICLE XI RETIREMENT AND EMPLOYEE BENEFITS.....	9
ARTICLE XII GRIEVANCE PROCEDURE.....	12
ARTICLE XIII LAYOFFS/RECALL.....	12
ARTICLE XIV PERSONNEL FILES.....	13
ARTICLE XV PERSONAL EFFECTS.....	13
ARTICLE XVI WORKERS' COMPENSATION.....	13
ARTICLE XVII ANNUALIZED SALARY PAYMENT.....	13
ARTICLE XVIII LABOR/MANAGEMENT COMMITTEE.....	14
ARTICLE XIX IN-SERVICE WORKSHOP.....	14
ARTICLE XX MANDATED ATTENDANCE.....	14
ARTICLE XXI SECTION 125 (IRC) FLEXIBLE SPENDING ACCOUNT.....	15
ARTICLE XXII HIRING.....	15
ARTICLE XXIII EMPLOYEES INFORMATION.....	15
ARTICLE XXIV EVALUATION.....	16
ARTICLE XXV MISCELLANEOUS.....	16
ARTICLE XXVI DURATION OF AGREEMENT.....	16
APPENDIX A GRIEVANCE PROCEDURE.....	17



## AGREEMENT

This agreement (hereinafter the "Agreement") is made effective July 1, 2005, by and between the Rye City School District, City of Rye, New York (hereinafter the "Board") and the Civil Service Employees Associations, Inc., (hereinafter the "Association"), AFSCME, Local 1000, AFL-CIO, Westchester County Local 860, Rye City Schools, Teachers Aides/Teaching Assistants Unit (hereinafter the "Unit").

Whereas, the attainment of the objectives of the educational program in the schools operated by the Board requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent of Schools (hereinafter the "Superintendent"), the administrative staff and the Association and its members.

IT IS HEREBY AGREED AS FOLLOWS:

### ARTICLE I

#### RECOGNITION

1. The Board recognizes the Association as the exclusive representative of all Teacher Aides and Teacher Assistants for the purpose of negotiating collectively the determination of salary and other terms and conditions of employment and the administration of grievances arising under the terms and conditions of employment of such employees, and for the purpose of entering into written agreements with the Association in determining such terms and conditions of employment.
2. The Association agrees that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

### ARTICLE II

#### CHECK-OFF AND AGENCY SHOP

##### Dues Deduction

1. The Association, shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210 on a payroll period basis.

The Board agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 each payroll period, a list itemizing the deductions of each employee.

### Agency Shop

1. The Civil Service Employees Association, Inc. having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Board shall make deductions and transmit the amount so deducted along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12220.
2. The Board agrees to deduct life insurance and sickness and accident insurance premiums in equal monthly installments from the salaries of regular employees who are covered by this Agreement; provided, however, that each such employee has filed and maintains in effect with the Board an authorization for such deductions that complies with applicable law. Such premiums are to be deducted only for insurance programs sponsored by the Association paid in total by the employee. The authorization form shall be of a type approved by the parties.
3. Premiums for house and car insurance may be included as part of payroll deduction through the C.S.E.A. Master Plan.

### ARTICLE III

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall have the right to post notices and communications on the employees' bulletin board maintained on premises operated by the Board. Designated Association Labor Relations Specialists, or the President of Westchester Local 860 of the Association, or his designated agent, shall have the right to visit the facilities of the Board for the purpose of adjusting grievances and administering the terms of this contract. Such representatives shall notify the Superintendent before making a visit.
2. The President and the Chairperson of the Grievance Committee of the Unit will endeavor to handle all matters of the Association during the lunch period, or before or after working hours. It is understood, however, that it is necessary to telephone or, in an emergency, to visit members of the bargaining unit at a location other than the one at which they are working, the President and the Chairperson of the Grievance Committee of the Unit shall be given reasonable time off in order to do so.
3. One delegate elected by the Unit shall have the right to attend the Annual New York State organizational convention. The delegate so elected shall be entitled to three (3) days off with full pay when attending the convention, but expenses shall be paid by the delegate, the Unit or the Association.
4. The Association shall be sole judge of its own rules and regulations with respect to Association members.

5. Neither the Board nor the Association or its officers, members, representatives, agents, or committees, shall engage in any activity for the purpose of defeating or evading the terms of this agreement.

6. There shall be no discrimination, interference, restraint or coercion by the Board, or any of its officers or agents against any employee because of any lawful activities on behalf of the Association; and the Association, its members, its officers, and its agents shall not coerce employees into membership in the Association.

7. The Association agrees that its members will perform their respective duties loyally, efficiently, and continuously under the terms of this Agreement. The Association and its members will use their best endeavors to protect District property, protect pupils, and give service of the highest quality.

**ARTICLE IV**

**SALARIES**

1. **Salary Schedules**

Effective July 1, 2005 and thereafter through June 30, 2008, the following hourly wage schedules shall be in effect for each major grouping of the Unit's membership.

**Teacher Aides:**

	Year	04-05	05-06	06-07	07-08
			3.5%	3.5%	3.5%
Step	1	\$10.64	\$11.01	\$11.40	\$11.80
	2	\$10.95	\$11.33	\$11.73	\$12.14
	3	\$11.28	\$11.67	\$12.08	\$12.51
	4	\$11.62	\$12.03	\$12.45	\$12.88
	5	\$13.67	\$14.15	\$14.64	\$15.16

**Teaching Assistants:**

	Year	04-05	05-06	06-07	07-08
			3.5%	3.5%	3.5%
Step	1	\$16.12	\$16.68	\$17.27	\$17.87
	2	\$16.72	\$17.31	\$17.91	\$18.54
	3	\$17.35	\$17.96	\$18.59	\$19.24
	4	\$17.99	\$18.62	\$19.27	\$19.95
	5	\$18.67	\$19.32	\$20.00	\$20.70
	6	\$19.36	\$20.04	\$20.74	\$21.46



Writing Lab:

Year	04-05	05-06	06-07	07-08
		3.5%	3.5%	3.5%
Step 1	\$22.49	\$23.28	\$24.09	\$24.94
2	\$23.55	\$24.37	\$25.23	\$26.11
3	\$24.61	\$25.47	\$26.36	\$27.29
4	\$25.67	\$26.57	\$27.50	\$28.46
5	\$26.74	\$27.68	\$28.64	\$29.65

Effective as of July 1, 2005 and thereafter through June 30, 2008, the following salary schedule shall be in effect for the Academic Intervention Intern:

Year	04-05	05-06	06-07	07-08
		3.5%	3.5%	3.5%
Base	\$34,248	\$35,447	\$36,688	\$37,972
Stipend	\$ 9,234	\$ 9,557	\$ 9,892	\$10,238
	\$43,482	\$45,004	\$46,579	\$48,209

Special Education Aides/Teaching Assistants

Effective July 1, 2000, all Teacher Aides or Teaching Assistants who, as part of their regular, full time or less than full time workday, assigned to Special Education classrooms or Special Education students shall receive an additional three dollars (\$3.00) per hour above their regular hourly wage schedule.

Effective July 1, 2005, all Teacher Aides or Teaching Assistants who, as part of their regular, full time or less than full time workday, assigned to Special Education classrooms or Special Education students shall receive an additional three dollars and fifty cents per hour above their regular hourly wage schedule.

Effective July 1, 2006, all Teacher Aides or Teaching Assistants who, as part of their regular, full time or less than full time workday, assigned to Special Education classrooms or Special Education students shall receive an additional four dollars per hour above their regular hourly wage schedule.

Effective July 1, 2007, all Teacher Aides or Teaching Assistants who, as part of their regular, full time or less than full time workday, assigned to Special Education classrooms or Special Education students shall receive an additional four dollars and fifty cents per hour above their regular hourly wage schedule.

2. Longevity Schedule

The following longevity schedule is based upon years of service as a Teacher Aide or Teaching Assistant in the Rye City School District

Years of Service	05-06	06-07	07-08
After 10 Years	\$325.00	\$350.00	\$375.00
After 15 Years	\$325.00	\$350.00	\$375.00

After 20 Years	\$325.00	\$350.00	\$375.00
After 25 Years	\$325.00	\$350.00	\$375.00

These amounts shall be cumulative and shall be paid in one lump sum annually within 30 business days of the employee's anniversary date of hire. For example, in the 2005-2006 school year, after 15 years of service an employee shall earn \$650 as a longevity payment from the District.

**ARTICLE V**

**HOURS OF WORK/HOLIDAYS**

1. Work Week

The initial assignment and number of hours per day/week for each employee shall be established by the Immediate Supervisor no later than September 1 of each school year.

It is understood that the Board has the right to increase the number of hours that were initially assigned.

2. Work Year

The work year shall be the officially adopted District calendar.

It is understood that all employees shall be paid, in full, for all emergency closings. Additionally, employee shall be paid for a full day on a day of a delayed opening and/or early dismissal.

3. Holidays

All employees hired by October 1<sup>st</sup> of each year shall receive payment for twelve (12) holidays paid (in a separate check no later than August 15<sup>th</sup> of the following year).

Holiday pay will be equal to twelve (12) days multiplied by the employee's daily rate.

**ARTICLE VI**

**OUT OF TITLE JOB/SPECIFICATIONS**

Effective July 1, 2005, Teacher Aides or Teaching Assistants who substitute or cover for teachers when per diem substitutes are unavailable will be paid according to the following schedule:

Four (\$4.00) dollars for every twenty (20) minutes above his/her regular hourly rate of pay, e.g., (1) an employee who substitutes or covers for a forty (40) minute period in one day shall receive six (\$8.00) dollars additional for that day; or (2) an employee who substitutes or covers for three (3) hours shall receive an additional twenty-seven (\$36.00) dollars for that day.

Any Teacher Aide or Teaching Assistant who substitutes for a clerical or nurse position for a period of three (3) or more consecutive days shall be paid on Step One (1) of the clerical or nurse position he or she is substituting for.

### Definitions

A. Substitute and/or Cover – A Teacher Aide or Teaching Assistant will be considered a substitute teacher for purposes of calculating the rate of pay whenever a teacher is not present in the classroom, and, therefore, the Teacher Aide or Teaching Assistant is in charge.

Additionally, job specifications of both Teacher Aide and Teaching Assistant shall be attached and made part of this agreement. (See Exhibits I and II).

## ARTICLE VII

### TUITION REIMBURSEMENT/CERTIFICATION

Any Teaching Assistant who is required to undertake courses of study to become or remain certified will receive \$50.00 reimbursement per credit toward tuition.

Upon application of the Superintendent, all Teaching Assistants shall obtain and maintain valid New York State Education Department (SED) Certification.

Employees will have up to one (1) year from the date of execution of this Agreement if already in the position or one (1) year from the date of appointment to the position of Teaching Assistant to obtain such certification.

## ARTICLE VIII

### AUTHORIZED LEAVE

#### 1. Sick Leave

Each employee shall be credited with ten (10) sick leave days per year and shall be calculated on the basis of one (1) day per month which, if unused, shall accumulate to a maximum of fifty (50) days in the following manner:

00-01 – 10 days  
01-02 – 20 days  
02-03 – 30 days  
03-04 – 40 days  
04-05 – 50 days

Employees hired after the 15<sup>th</sup> of any month shall not receive the one (1) sick day for that month. In the event an employee separates from service and has exhausted sick leave days in excess of what would have been earned, the District shall deduct the appropriate amount from the employee's final check.

Upon retirement from the District to receive payments from the New York State Employees Retirement System, or the New York State Teachers Retirement System, unit members shall be entitled to be paid for one-third of their accumulated sick leave days at their then current per diem rate of pay, provided that any such employee has worked in the District for ten or more years.

Sick days may be utilized to attend to illness in an employee's immediate family, i.e., child, spouse, mother or father.

2. Personal Leave

Employees hired before February 1 shall be entitled to two (2) days per year to be used for personal business, which cannot be conducted outside the normal workday. Employees hired on February 1 or thereafter shall be entitled to one (1) personal day.

Any unused personal leave days shall be reimbursed at the rate of \$50.00 per day. However, personal days may not be utilized to extend long weekends or vacations, except in special circumstances approved by the Superintendent.

3. Jury Duty Leave

Any employee assigned to Jury Duty shall continue to receive his/her regular rate of pay for the period while on Jury Duty.

4. Leave of Absence Without Pay

Any employee may request a leave of absence without pay or District paid benefits not to exceed one (1) year.

It is understood that the Board of Education shall make the final decision on any such request.

No approved request shall be used to establish a past practice.

An employee shall notify the Administration by September 24<sup>th</sup> of his/her intentions to return to work in the Spring semester. An employee shall notify the Administration by March 24<sup>th</sup> of his/her intention to return to work in the Fall semester.

5. Death in Family

A. Employees shall be granted leave of absence with full pay as follows:

a. Not more than five (5) work days in succession for death of relatives residing in the person's household, and the death of father, mother, son, daughter, sister or brother, and grandchild whose residence is elsewhere than in the employee's home.

b. Not more than two (2) work days for the death of a father-in-law or mother-in-law whose residence is elsewhere than in the employee's home.

- c. Not more than one work day for the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, whose residence is elsewhere than in the employee's home.
  - B. Additional days may be charged to sick leave for bereavement leave purposes mentioned in A (a.b.c.) above.
- 6. Child Care/Adoption Leave - Immediately after the birth or adoption of a child, the Board of Education shall grant an employee leave under the following conditions:
  - (1.) The employee is guaranteed an minimum of two (2) full semesters of leave, in addition to the remainder of the semester in which the employee commences leave. A leave must be for either one (1) full semester or two (2) full semesters in addition to the remainder of the semester in which the employee commences leave.
  - (2.) A request for child care/adoption leave must be given in writing to the building principal and the Superintendent at least ninety (90) days prior to the date the employee intends to begin the leave. At this time, the employee shall also inform the administration of the anticipated date he/she intends to return from leave.
  - (3.) An employee shall notify the administration by September 24 of his or her intention to return to work in the spring semester. An employee shall notify the administration by March 24 of his or her intention to return to work in the fall semester.
  - (4.) An employee returning from child care/adoption leave shall be entitled to the same or equivalent position.

## ARTICLE IX

### SENIORITY

Seniority is determined from the employee's original date of hire and is considered on a District-wide basis, provided, however, there is not a break in service (not including any approved leave of absence).

It is understood that the actual time of any approved leave of absence does not count toward an employee's seniority.

Seniority shall be the determining factor in any area where it has a bearing on the issue.

## ARTICLE X

### JOB POSTINGS/OPENING/PROMOTIONS

All job openings or vacancies during the school year shall be posted on official bulletin boards in all school buildings for a period of ten (10) calendar days whereby all interested employees may apply. In filling vacancies in the unit, greater consideration shall be given to qualifications, training, performance and attendance of candidates whether from within or outside of the bargaining unit. If all such factors are equal, the seniority of unit members shall be given due consideration when at least two (2) unit members apply for a lateral transfer or at least three (3) unit members apply for a promotion. In determining seniority, the date of Board of Education appointment and order of name on the Board Agenda shall be utilized.

It is understood that copies of all job opening or vacancies shall be sent to each building representative and the Unit president at the time of such posting.

Additionally, for any job opening or vacancy that becomes available during the months of July or August, the notice will be sent to those employees who leave self-addressed envelopes with the District's Personnel Office prior to leaving at the June conclusion of the school year.

Any employee appointed to a position where a higher maximum rate of pay is prescribed, i.e., Teacher Aide appointed to Teaching Assistant, shall be placed on the corresponding Step of the higher title.

The District will have the right to involuntarily transfer unit members based upon the needs of the District. Unit members who are involuntarily transferred will not incur a reduction in pay as the result of the involuntary transfer.

Unit members who voluntarily transfer to a vacancy will be required to stay a minimum of two years in the new assignment after accepting the transfer.

## ARTICLE XI

### RETIREMENT AND EMPLOYEE BENEFITS

#### 1. Retirement

The District will provide the appropriate retirement provisions for Teacher Aides in the New York State Employees' Retirement System, and the Teaching Assistants in the New York State Teachers' Retirement System.

#### 2. Medical and Surgical Insurance Plan

The District shall provide the Statewide School Cooperative Plan (SWSCHP) (hereinafter the "Plan") for Unit employees subject to the following conditions and payroll contributions.

Unit members may select individual or family coverage at their sole option in accordance with the applicable schedules that follow in A, B or C below:

A. For unit members employed by the District prior to July 1, 1999, the following shall apply:

<u>School Year Effective Date</u>	<u>District Contribution Premium Payment</u>	<u>Employee Contribution Premium Payment</u>
7/1/00-6/30/01 (January 16, 2001)	90%	10%
7/1/01-6/30/02 (July 1, 2001)	90%	10%
7/1/02-6/30/03 (July 1, 2002)	90%	10%
7/1/03-6/30/04 (July 1, 2003)	90%	10%

B. For unit members employed by the District on or after July 1, 1999 and on or before June 30, 2000, the following shall apply:

<u>School Year Effective Date</u>	<u>District Contribution Premium Payment</u>	<u>Employee Contribution Premium Payment</u>
7/1/00-6/30/01 (January 16, 2001)	50%	50%
7/1/01-6/30/02 (July 1, 2001)	90%	10%
7/1/02-6/30/03 (July 1, 2002)	90%	10%
7/1/03-6/30/04 (July 1, 2003)	90%	10%
7/1/04-6/30/05 (July 1, 2004)	90%	10%

C. For unit members employed by the District on or after July 1, 2000, the following shall apply:

<u>School Year Effective Date</u>	<u>District Contribution Premium Payment</u>	<u>Employee Contribution Premium Payment</u>
First	0%	100%

Second	50%	50%
Third and Thereafter	90%	10%

3. Welfare Fund

Unit members shall be entitled to Welfare Fund benefits established by the Board of Trustees of the Welfare Fund as selected by a committee of the Board of Trustees composed of teacher, clerical, custodial, teacher aide/teaching assistant and administrator members of the Board of Trustees of this trust, to be known as the Rye City School Employee Welfare Fund under the terms and conditions of the Declaration of Trust, under the following conditions:

Unit members employed by the district on July 1, 1999 and having three (3) or more years of continuous service shall be eligible to participate in the Welfare Fund effective January 16, 2001. The Welfare Fund contribution by the District will be the same annual amount contributed for members of the Rye Teachers Association prorated for the period January 16, 2001 to June 30, 2001 and for each year of the agreement.

In order to be eligible for the Plan and the Welfare Fund as noted above, a Unit member must work at least five (5) hours per day.

4. Health Insurance Buy Out

- A. Any eligible employee in the 90/10 health insurance contribution level who elects in any year not to participate in the plan in lieu of other medical insurance coverage shall receive a cash payment equal to fifty percent (50%) of the individual plan insurance premium or seventy-five percent (75%) of the individual insurance plan premium if the employee were eligible for family coverage. Any employee who so elects shall provide the District's Superintendent with documentation verifying comparable health insurance coverage and shall advise the District of the employee's intent not to participate during the ensuing school year by September 1.
- B. Additionally, employees hired prior to July 1, 1988, or those who carried benefits into the Unit per contract provision Article XI, Section 2 (of the 1995-2000 contract) and who have declined to participate in the plan, shall continue to be eligible to receive a cost pay out equal to the current 2000-2001 pay out plan until such time as that amount is equal to fifty percent (50%) of the individual plan insurance premium or seventy-five percent (75%) of the individual insurance plan if the employee were eligible for the family plan. Once that is achieved, the buy out will be governed by the language in "A" above.
- C. An employee in this Unit must have been eligible for the plan for ten (10) consecutive years before retirement to be eligible to receive coverage in retirement.



## ARTICLE XII

### GRIEVANCE PROCEDURE

The grievance procedure in effect for employees of this Unit is attached as Appendix A.

## ARTICLE XIII

### LAYOFFS/RECALL

The parties recognize that employees in the bargaining unit may work in full time or part-time positions and that layoff systems are appropriate for the efficient operation of the District's employment program. To that end, layoffs and recalls shall occur as follows:

1. Full-Time Teaching Assistants - Layoff and recall rights will be governed by the provisions of the Education Law and its implementing regulations. Determinations regarding such layoffs and recalls shall not be subject to the grievance/arbitration provisions of this Agreement, but, rather, are subject to the primary jurisdiction of the Commissioner of Education.

Notwithstanding the above, full-time and part-time teaching assistants, upon layoff, shall be eligible to displace full-time and part-time teacher aides with less aggregate seniority (in those cases in which the teaching assistant had previously served in a teacher aide position). Recall rights to teacher aide positions, as governed by contract, shall be based upon the order of seniority for a period of four (4) years.

2. Part-Time Teaching Assistants - Part-time teaching assistants shall be subject to layoff from their positions in the inverse order of seniority and shall be entitled to bump into full-time or part-time teacher aide positions based upon greater aggregate seniority (but only in the case of a part-time teaching assistant who had previously been employed as a teacher aide). Recall rights shall exist for a period of four (4) years, to either part-time service as a teaching assistant or as a teacher aide, based upon the order of aggregate seniority as a teacher aide and teaching assistant.
3. Full-Time Teacher Aides - Full-time teacher aides shall be laid-off in the inverse order of seniority and shall be entitled to bump less senior full-time teacher aides and part-time teacher aides regardless of their seniority. Recall rights shall be in the order of seniority for a period of four (4) years from the time of layoff to full-time and part-time teacher aide positions.
4. Part-Time Teacher Aides - Part-time teacher aides shall be laid-off in the inverse order of seniority. Recall rights shall be in the order of seniority and limited to part-time aide positions for a period of four (4) years from the time of layoff.

**ARTICLE XIV**

**PERSONNEL FILES**

All employees shall have one (1) official personnel file stored in the appropriate District Office.

No adverse or negative material shall be placed in an employee's file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the statement that such signature in no way indicates an agreement with the contents thereof.

The employee shall have the right to append an answer or explanation to any material filed and his/her written and signed statement shall be attached to the file copy.

An employee shall have the right, upon request, to review the contents of his/her file and to make copies of any documents in it at the District's established cost of .25 cents per page. An employee shall be entitled to have a CSEA representative accompany him/her during such review.

**ARTICLE XV**

**PERSONAL EFFECTS**

The District shall provide reimbursement in any amount determined reasonable under all circumstances for the repair or replacement of clothing or personal effects stolen, damaged or destroyed during the course of employment, provided the loss has not been caused by the negligence of the employee.

Personal effects do not include motor vehicles; however, in the case of theft or vandalism to motor vehicles, the District shall adopt measures to protect such property.

**ARTICLE XVI**

**WORKERS' COMPENSATION**

An employee who suffers a work-related injury or illness, as defined by the New York State Workers' Compensation Law, shall be provided insurance coverage pursuant to such law.

**ARTICLE XVII**

**ANNUALIZED SALARY PAYMENT**

All employees who complete one (1) full school calendar years of employment shall be paid according to a contractual salary. The contractual salary will be calculated as follows:

- Hourly Rate x the # of Hours per Day (according to the Board of Education approval) x 183 days.

If a contractualized employee leaves the District prior to completing the school year and it is determined that an overpayment has been made to the employee, the accrued holiday pay will be adjusted accordingly.

## ARTICLE XVIII

### LABOR/MANAGEMENT COMMITTEE

A labor/management committee consisting of representatives from both parties shall be established who may meet once per month to discuss items and topics of concern.

## ARTICLE XIX

### IN-SERVICE WORKSHOP

Any employee who requests, and is subsequently approved to attend an in-service workshop/course after the completion of his/her regular workday, shall be paid at the rate of straight time for all time spent at such workshop/course.

## ARTICLE XX

### MANDATED ATTENDANCE

If it is determined that an employee is to either attend or teach an approved workshop/course, said employee shall be compensated pursuant to the contractually stated agreement as provided in the Boart/RTA contract.

Reimbursement of mileage for attendance at approved in-service workshop/courses or mandated workshop/courses shall be at the rate established by the Internal Revenue Service.

Employees shall be reimbursed at the rate of \$50.00 per credit for courses taken and successfully completed as per the following guidelines:

#### Teacher Aide:

Employees shall be reimbursed at the rate of \$50.00 per credit for courses taken and successfully completed up to a maximum six (6) credits.

#### Teaching Assistant:

Level One – In preparation for Level II Teaching Assistant Certification, those credits approved by the Rye City School District and consistent with New York State Education guidelines for Level II Certification, employee shall be reimbursed at the rate of \$50.00 per credit for courses taken and successfully completed up to a maximum of nine (9) credits. Credits earned prior to service in the Rye City School District are not eligible for reimbursement.

Level Two – In preparation for Level III Teaching Assistant Certification, those credits approved by the Rye City School District and consistent with New York State Education guidelines for Level III Certification, employee shall be reimbursed at the rate of \$50.00 per credit for courses taken and successfully completed up to a maximum of eighteen (18) credits. Credits earned prior to service in the Rye City School District are not eligible for reimbursement.

Level Three – In preparation for the Pre-Professional Teaching Assistant Certification, those credits approved by the Rye City School District and consistent with New York State Education guidelines for Pre-Professional Teaching Assistant Certification, employee shall be reimbursed at the rate of \$50.00 per credit for courses taken and successfully completed up to a maximum of eighteen (18) credits. Credits earned prior to service in the Rye City School District are not eligible for reimbursement.

## **ARTICLE XXI**

### **SECTION 125 (IRC) FLEXIBLE SPENDING ACCOUNT**

Employees shall be eligible to participate in a Flexible Spending Account pursuant to Section 125 of the Internal Revenue Code.

## **ARTICLE XXII**

### **HIRING**

All new employees shall be hired at Step One (1) of the Salary Schedule. The District may hire Teaching Assistants in the Writing Center and the Academic Intervention Center, at the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Step of the Salary Schedule based upon the determination of the Superintendent at the time of hire. If a new hire is placed above Step 3 (at Step 4 or above) then all employee on the specific salary schedule below that step shall be raised to the step of the new hire.

## **ARTICLE XXIII**

### **EMPLOYEES INFORMATION**

Within thirty (30) calendar days of the ratification of this agreement, the District shall supply to the Unit President, or his/her designee a list of all employees in the Unit showing the employee's full name, home address, job title, work location, insurance deduction and date of hire. Such information shall hereafter only be provided upon written request.

The District shall supply to the Unit President or his/her designee on a quarterly basis, the name, work location and date of hire of all new employees. In that same quarterly report, the District shall supply a listing of employees who terminated their employment in the previous quarter.

ARTICLE XXIV

EVALUATION

Evaluations shall be completed prior to the end of each school year starting in June 2001, and annually thereafter.

ARTICLE XXV

MISCELLANEOUS

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 its approval.

ARTICLE XXVI

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2005 through and including June 30, 2008 or until a successor agreement is executed by both parties hereto.

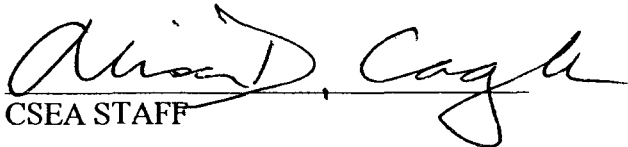
Executed in Rye, New York this 23<sup>rd</sup> day of June 2006.

RYE CITY SCHOOL DISTRICT  
RYE, NEW YORK

C.S.E.A., INC.  
LOCAL 1000, AFSCME, AFL-CIO  
RYE CITY SCHOOLS  
TEACHER AIDES/TEACHING  
ASSISTANTS UNIT  
WESTCHESTER COUNTY LOCAL 860

BY:   
SUPERINTENDENT OF SCHOOLS

  
UNIT PRESIDENT

  
CSEA STAFF

## APPENDIX A

### GRIEVANCE PROCEDURE

#### A. Declaration of Policy

In order to establish a harmonious and cooperative relationship between employees and the District which will enhance the goals of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

#### B. Definitions

1. "Employees" shall mean any employee or group of employees in the position of Teacher Aide or Teaching Assistant.

2. "Immediate Supervisor" shall mean the administrator to whom the employee is directly responsible.

3. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the contract or any existing laws, rules, regulation, or policies, which relate to or involve the employee in the exercise of the duties assigned to him/her or a demand for disciplinary arbitration by a part-time teaching assistant or a permanently appointed civil service non-competitive class employee who has served for at least 3 consecutive years in the bargaining unit except that those unit members hired before the date of the signing of the Memorandum of Agreement shall remain entitled to disciplinary arbitration. Additionally, any proposed disciplinary action against an employee shall be processed through these procedures.

#### C. Basic Principals

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. Any employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

#### STEP 1

A grievance must be filed within thirty (30) calendar days of the time that the grievant knew or should have known of the event or condition giving rise to the grievance. The supervisor shall be allowed up to five (5) calendar days in which to respond in writing. If the supervisor fails to respond within the five (5) calendar days mentioned above, the grievance shall be deemed to have been denied.

## STEP 2

Within ten (10) calendar days of receipt of the previous response, the Unit may file a written appeal of such decision to the Chief Administrator (or designated representative). The Chief Administrator shall be allowed up to ten (10) calendar days in which to respond in writing. If the Superintendent fails to respond within the ten (10) calendar days mentioned above, the grievance shall be deemed to have been denied.

## STEP 3

Within ten (10) calendar days of receipt of the Step 2 determination, the Unit may request a meeting of the Board of Education for review and determination. The meeting shall be held within fifteen (15) calendar days of the date of the request and determination shall be rendered within ten (10) calendar days of the date of the meeting. If the Board of Education fails to respond within the ten (10) calendar days, the grievance shall be deemed to have been denied.

## STEP 4

Within ten (10) calendar days of receipt of the Step 3 determination, the Unit shall have the right to file a written "Notice of Intent" with the District indicating a desire to proceed to a final and binding arbitration.

The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Board ("PERB").

The cost of the arbitrator shall be divided equally between the parties.

Notwithstanding the foregoing, the time limits prescribed herein may be waived by mutual agreement of the Unit and the District.

## Step 5

This provision shall be in lieu of hearing rights otherwise provided for in Section 75 Civil Service Law and Section 2509(4) of the Education Law. Unit members who do not meet the service requirements described above shall serve at-will. [Note: Tenured Teaching Assistants are entitled to §3020-a Education Law disciplinary proceedings]

Except for the discipline of a letter of reprimand\* which may be issued by the District without the right to a hearing or the right to grieve under this Agreement, unit members shall have the right to grieve disciplinary action taken by the Board of Education in the nature of fines, suspensions without pay, demotion in rank or termination from employment by filing a disciplinary grievance with the Board of Education Clerk and Superintendent of Schools within ten (10) school days from the date of the Board's disciplinary action.

---

\* The Employee shall have the right to attach a response to a letter of reprimand for placement along with it in the employee's personnel file.

Notwithstanding the procedures set forth in Appendix "A" hereinabove, all disciplinary arbitrations shall be heard before one of the following arbitrators, who shall be appointed on the basis of availability and, to the extent practicable, on a rotating basis:

Carol Wittenberg

Jeffrey Selchick

David Stein

Louis Patack

Margaret Liebowitz.

or other mutually agreed upon  
Panel members

The findings of fact, determination of guilt or innocence and, if any, the disciplinary action determined by the Arbitrator shall be final and binding upon all parties.



# NOTES

## NOTES

## NOTES