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Contract Database Metadata Elements

Title: **Arlington Central School District and Arlington Hourly Teaching Assistants Association (1998)**

Employer Name: **Arlington Central School District**

Union: **Arlington Hourly Teaching Assistants Association**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/01**

PERB ID Number: **8637**

Unit Size: **161**

Number of Pages: **11**

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8637_06302001

Arlington Central School District And
Arlington Hrly Teaching Assts Assn

AGREEMENT

BY AND BETWEEN

THE ARLINGTON CENTRAL SCHOOL DISTRICT

AND

THE ARLINGTON HOURLY

TEACHING ASSISTANTS ASSOCIATION

JULY 1, 1998 - JUNE 30, 2001

161 Employees

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PREAMBLE

This is an Agreement between the Arlington Central School District and the Arlington Hourly Teaching Assistants Association, covering the terms and conditions of employment of the members of the bargaining unit represented by the Association, as defined in Article 1 below.

ARTICLE 1

RECOGNITION

1.1 The Arlington Central School District, hereinafter referred to as "the District", has recognized the Arlington Hourly Teaching Assistants Association, hereinafter referred to as "the Association", as the exclusive bargaining agent for the negotiating unit defined as all regularly employed hourly teaching assistants.

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

ARTICLE 2

GRIEVANCE PROCEDURE

2.1 A grievance is defined as a claimed violation or misinterpretation of one of the specific provisions of this Agreement and may be filed by an individual grievant or the Association.

2.2 A grievance must be filed in writing with the immediate supervisor within thirty (30) calendar days of the event or occurrence giving rise to the grievance or within thirty (30) calendar days after the time when the grievant should have known that there was an alleged violation of a provision(s) of this Agreement.

2.3 Once filed in writing with the immediate supervisor, the grievance shall be responded to in writing within fourteen (14) calendar days.

2.4 If the grievant is not satisfied with the response of the immediate supervisor, the grievance may be filed at the Superintendent's Stage within ten (10) calendar days after the receipt of the immediate supervisor's written answer. The Superintendent or his/her designee shall answer the grievance in writing within ten (10) calendar days following receipt of the grievance appeal documents.

2.5 If the grievant is not satisfied with the determination of the Superintendent or his/her designee, an appeal may be filed with the Board of Education within ten (10) calendar days following the receipt of the written grievance response from the Superintendent or his/her designee. The Board shall render its determination within thirty (30) calendar days of the time of the receipt of the written grievance appeal document. The decision of the Board of Education shall be final and binding upon all parties regarding the alleged violation(s) of the Agreement.

2.6 In the event that the District fails to respond within the time requirement indicated at the immediate supervisor's and Superintendent's levels, the grievance shall be automatically deemed appealed to the next stage. In the event that the grievance is not promoted by the grievant pursuant to the time lines described above, it shall be deemed finally waived and no response shall be required at the next level of the grievance procedure.

2.7 Notwithstanding the above, the parties may mutually agree in writing to alter the filing, appeal and/or response time limits, as set forth in the procedure above.

2.8 The District shall not make reprisals of any nature or discriminate against any unit member upon the basis of such individual's resorting to the use of this grievance procedure.

ARTICLE 3

WAGE RATES

3.1 All members shall be paid pursuant to the wage schedule, set forth in Appendix "A", effective July 1, 1998 through June 30, 2001.

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

3.3 Newly hired unit members will receive a step adjustment in September, provided they were hired prior to February 1 in the initial year.

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

3.5 All AHTA members who participate in the After School Program and Summer School Program shall be paid at their own contractual rate. (AHTA members who are being paid presently at a rate above their contractual rate will not be adjusted until the 1999-2000 school year.)

the District, in writing, of their intent to return or resign effective the last day of the leave. Failure to give such notice shall be deemed as a voluntary quit from employment in the District.

6.2 Unit members may request, in writing, to the Superintendent of Schools, an unpaid personal leave of absence. Granting of such leave of absence would be at the sole discretion of the Superintendent of Schools.

ARTICLE 7

INSURANCE

7.1 The School District shall pay 100% of the individual premium cost and employees who wish to avail themselves of family coverage shall pay eight (8%) percent of the entire monthly family premium cost and the District shall pay ninety-two (92%) percent of the entire monthly family premium cost for unit members who are regularly employed to work twenty (20) or more hours per week. The District shall implement a Section 125 Internal Revenue Code Premium Only Plan to allow for bargaining unit members with family coverage to have the entire amount of employees premium contribution paid for under such premium only plan. In the event that the employee's premium contributions under the Section 125 I.R.C. Plan is declared taxable, the employee premium contribution shall revert back to ten (10%) percent of the difference between Family and Individual as their contributions. Effective July 1, 1998, the District's health insurance plan will be the Dutchess P.P.O. Plan. The Association agrees that the District shall have the right to change health insurance plans, without a further requirement to negotiate such change to a comparable plan.

7.2 The District shall offer participation in the following Health Maintenance Organizations to unit members, as referenced above, with the District contributing to the costs of such plans up to the same dollar amounts of the District's contributions towards individual and family coverage under the District's health insurance plan:

Mohawk Valley (MVP)
Kaiser Permanente (formerly CHP)
Independent Health Participating Providers Plan

7.3 On or before May 1st of each school year, existing unit members who are eligible for health insurance benefits shall inform the Business Administrator of their decisions to opt-out of the District's health insurance plan, effective July 1st. In return for opting-out, the unit member shall receive a payment of \$600.00 on or before October 15th from the District. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying, on a pro-rated basis, 1/12th of the \$600.00 for each month remaining in the school year in question.

7.4 Retiree Health Insurance. Upon retirement from the District, unit members who are eligible to receive payments from the New York State Teachers Retirement System and who have worked for the District for at least five (5) years prior to the time of retirement shall be entitled to convert unused sick leave days into a cash account at their regular hourly rate per pay and use the liquidated amount to fund family health insurance coverage beyond the District's contributory obligation of 35%. This benefit shall be integrated with the sick leave "pay out" benefit such that whatever monies are paid directly to the employee at the time of retirement, based upon accumulated sick leave beyond the first fifty (50), shall be deducted from the amount placed into the cash account called for in this provision. When the value of such sick leave days placed on account is exhausted, the District contributes at the rate of 35% of family premium costs for such bargaining unit members.

ARTICLE 8

PAID HOLIDAYS

8.1 All unit members will be paid for the following holidays at their regular rate of pay:

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

ARTICLE 9

SCHOOL DELAYS

9.1 Unit members shall be paid for hours of employment lost due to delayed opening or early dismissal at their contracted hourly rate.

9.2 Unit members shall be offered the opportunity to make up to five (5) days per year when school was cancelled due to inclement weather or emergencies, at their contracted hourly rate.

The days, which are defined as the average of the number of hours per day worked by a unit member during a work week, must be made up by April 1st or within 30 days of the last cancelled day, whichever is later.

ARTICLE 10

ASSAULTS/ACCIDENTS

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

10.2 Whenever an employee is absent from work as a result of personal injury caused by an accident or an assault in the course of their employment for which they receive Workers' Compensation benefits, they will be paid their full salary, less the amount of any Workers' Compensation award made for temporary disability or loss of wages due to such injury for the period of such absence. Upon receipt of the reimbursement from Workers' Compensation for advance salary payments charged to the employee's sick leave, sick leave days shall be reinstated on a pro-rated basis (i.e., percentage of the per diem wage rate of pay represented by the per diem reimbursement from the Workers' Compensation insurer).

ARTICLE 11

PERSONNEL FILES

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

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

ARTICLE 12

ASSOCIATION MEETINGS AND BUSINESS

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

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

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

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

ARTICLE 13

BOARD AGENDA

13.1 The Unit President of the Arlington Hourly Teaching Assistants Association will be provided with one copy of the Board agenda and minutes.

ARTICLE 14

NEGOTIATIONS INFORMATION

14.1 During negotiations, the District and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The District will make available to the Association for inspection of all pertinent records, data and information of the Arlington school system which are available on a public basis.

ARTICLE 15

ASSIGNMENTS/VACANCIES

15.1 Members shall be notified of their assignments for the coming school year by June 1st of the previous school year. The Principals shall notify each member of specific assignments in a

timely manner, no later than August 1st. Any changes to these assignments which may occur after August 1st, can be made by notification to the Association President and the Teaching Assistant involved.

15.2 Notice of any vacancies shall be posted in all school buildings and the central administrative office.

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

15.4 Unit members working less than twenty (20) hours per week may apply for any new or vacant hourly teaching assistant position offering twenty (20) hours or more per week. Posting of these positions will follow paragraph 15.2 guidelines. It will be the responsibility of the unit member to request an interview for a particular position with the Building Principal. Applying for the position does not guarantee the right of an interview with the Principal.

ARTICLE 16

REDUCTIONS IN FORCE

16.1 Layoffs resulting from reduction of the work force will be done on a District-wide seniority basis.

ARTICLE 17

LEGISLATIVE APPROVAL

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 18

DURATION

18.1 This Agreement shall remain in full force and effect from July 1, 1998 through June 30, 2001.

SO AGREED this 16th day of November, 1998.

THE ASSOCIATION

BY: Julian Seanan

BY: Eileen Cecconi

THE DISTRICT

BY: J. Michael Rothman

BY: J. E. Simpson

APPENDIX "A"

AGREEMENT BETWEEN THE
ARLINGTON HOURLY TEACHING ASSISTANTS ASSOCIATION
AND
ARLINGTON CENTRAL SCHOOL DISTRICT

HOURLY WAGE RATES FOR 1998-99 - 2000-01

<u>STEP</u>	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-01</u>
1	\$7.32	\$ 7.32	\$ 7.32
2	\$7.54	\$ 7.76	\$ 7.76
3	\$7.76	\$ 7.99	\$ 8.22
4	\$7.99	\$ 8.22	\$ 8.47
5	\$8.22	\$ 8.47	\$ 8.71
6	\$8.47	\$ 8.71	\$ 8.97
7	\$8.71	\$ 8.97	\$ 9.24
8	\$8.97	\$ 9.24	\$ 9.51
9	\$9.24	\$ 9.51	\$ 9.79
10	\$9.51	\$ 9.79	\$10.08
11	\$9.79	\$10.08	\$10.38
12		\$10.38	\$10.68

LONGEVITY

Beginning in the 1998-99 school year, a longevity increment will be implemented on a cumulative basis as follows:

At the beginning of the 13th year of service - \$.40 per hour

At the beginning of the 15th year of service - an additional \$.50 per hour for a total of \$.90 per hour.

HEALTH AIDE

Health Aide Differential - \$.50 per hour added to the salary schedule.