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**Contract Database Metadata Elements**

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Union: **United Teaching Assistants of Harborfields**

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**AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF THE  
HARBORFIELDS CENTRAL SCHOOL DISTRICT  
AND  
UNITED TEACHING ASSISTANTS OF HARBORFIELDS**

**JULY 1, 2006 – JUNE 30, 2011**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**SEP 29 2008**

**ADMINISTRATION**

**PREAMBLE**

AGREEMENT, dated 9/19, 2008, by and between the Harborfields Central School District (hereinafter "District") and the United Teaching Assistants of Harborfields (hereinafter "Association") for the period from July 1, 2006 through June 30, 2011.

**ARTICLE I**  
**RECOGNITION**

The District hereby recognizes the Association as the exclusive bargaining agent for all Teaching Assistants, exclusive of per diem Teaching Assistant substitutes.

**ARTICLE II**  
**PAYROLL DEDUCTIONS**

1. The District agrees to deduct from the salaries of unit employees dues for the Association as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Association. Employee authorization shall be in writing on forms mutually approved by the District and the Association.

2. Deductions referred to above shall be made in the following manner:

a. The Association shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Association.

b. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.

c. No later than thirty (30) days prior to the second scheduled pay date in October, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose signed dues authorization cards were previously submitted to the District.

3. Additional authorizations, submitted after the schedule set forth in paragraph 2 above shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2(b).

4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

5. An employee may withdraw his/her authorization by written notice given to the Association. The District shall promptly notify the Association upon receipt of any such notice. Said withdrawal shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

### **ARTICLE III** **AGENCY FEE**

1. Subject to the provisions of law, each Teaching Assistant performing unit work who is not a member of the Association will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement, and the representation of such employee in collective negotiations provided, however, that such employee shall have available to him/her membership to the Association.

2. Said service fee shall be certified to the District by the Association. The fee shall be apportioned for any part-time or limited employment.

3. The District shall deduct such fee in the same manner that membership dues are deducted. The Association shall provide the District with a list of names and non-members at least thirty (30) days prior to a regularly scheduled pay date, whereupon service fee deductions shall be made for the balance of that year.

4. The Association will adopt a refund procedure consistent with law.

5. If earnings are insufficient to cover dues, payment of such dues shall be made by the employee directly to the Association.

6. The Association shall indemnify and save the District harmless against any and all claims, demand, suits or other forms of liability arising out of the District complying with any provision of this article.

### **ARTICLE IV** **NOTIFICATION OF ASSIGNMENT**

Each teaching assistant shall be notified in writing of his/her tentative teaching assignment for the next academic year by July 15. Within seven (7) days, the teaching assistant must sign and return the written notification of assignment.

### **ARTICLE V** **ASSOCIATION RIGHTS**

1. This agreement shall be printed at District expense and a copy given to each current and future Teaching Assistant. The Association shall be given an additional fifteen (15) copies.

2. Each Teaching Assistant will be given a mailbox in his/her assigned building.
3. Upon reasonable notice, each Teaching Assistant shall have access to his/her personnel file in District Office.

**ARTICLE VI**  
**SHORTENED WORK DAY**

When a Teaching Assistant reports for and commences his/her regular workday, but is sent home because the workday has been shortened due to circumstances such as adverse weather conditions, or power failure, such employee shall nevertheless be paid for the regularly scheduled work day.

**ARTICLE VII**  
**SNOW DAYS**

Teaching Assistants will be paid for any of their regularly scheduled work days when schools are closed or delayed opening due to snow or other inclement weather. In the event that make-up days are required, Teaching Assistants must report to work and will not be paid additionally for those make-up days.

**ARTICLE VIII**  
**WORK YEAR**

The work year shall consist of all school days between September 1 and June 30 in which students attend school. Unit members shall have the opportunity to attend two Superintendent's Conference Days per year and will be paid their regular hourly rate of pay for any work performed including participation in professional development activities on these days.

**ARTICLE IX**  
**WORK WEEK**

The work week for full time Teaching Assistants shall be 37.5 hours per week.

**ARTICLE X**  
**PROFESSIONAL DEVELOPMENT**

By October, 2008, the parties will form a committee to explore and make recommendations regarding professional development opportunities for unit members. Effective September 1, 2008, the professional development referenced in Article VIII shall consist of nine (9) hours total for the year, effective in the 2008-09 school year.

**ARTICLE XI**  
**SICK LEAVE**

Effective in the 2008-09 school year, each Teaching Assistant shall receive three (3) sick days per each school year. Effective in the 2009-10 school year, each Teaching Assistant shall receive an additional one (1) sick day per each school year for a total of four (4) sick days. To the extent not used, sick leave days shall be cumulative from year to year and will be pro-rated for employees hired after January 1 to the nearest one-half unit.

**ARTICLE XII**  
**PERSONAL LEAVE**

Effective in the 2008-09 school year, each Teaching Assistant shall receive one (1) personal day per each school year. Unused personal days may be added to the accumulated sick days for the succeeding year. Personal days are provided for personal business that can only be accomplished during the work day. Personal days must be approved in advance by the immediate supervisor and cannot be used to extend a holiday or vacation period.

**ARTICLE XIII**  
**PAID BREAK**

Teaching Assistants scheduled to work four (4) or more hours per day shall receive a fifteen (15) minute paid break.

**ARTICLE XIV**  
**LUNCH BREAK**

Teaching Assistants scheduled to work five (5) or more hours per day shall receive a thirty (30) minute unpaid lunch. At the discretion of the building principal, the unpaid lunch may be combined with the fifteen (15) minute paid break referenced in Article XIII, above, into a single block of time equivalent to a full class period, not to exceed forty-five (45) minutes.

**ARTICLE XV**  
**GRIEVANCE AND ARBITRATION**

1. A grievance is a claimed violation of the express terms of this Agreement.
2. All grievances shall be submitted in writing, within twenty (20) days of the act or occurrence that led to the grievance, to the building principal in the building affected, who shall render his/her written answer within ten (10) working days.

3. The Association may submit a written appeal to the Superintendent of Schools and/or his/her designee within ten (10) working days of receipt of the answer from the building principal, who shall provide a written response within ten (10) working days of receipt of the appeal, or if the District elects to hold a conference with the grievant and Association on the matter, within ten (10) working days of the conference.

4. In the event the grievance is not satisfactorily adjusted before the Superintendent of Schools and/or his/her designee, the Association may file a written demand for arbitration in accordance with the following provisions:

a. The arbitrator shall have no jurisdiction to consider: (a) any question not directly related to the interpretation of the express terms of the Agreement; and (b) any grievance based on an act or occurrence that arose more than twenty (20) working days prior to the written grievance, or which was not submitted to arbitration within ten (10) working days from the written decision of the Superintendent of Schools and/or his/her designee.

b. The arbitrator shall be selected by mutual agreement between the District and the Association. Failing agreement on selection within two (2) weeks of submission of the written demand for arbitration, the matter shall be submitted to the American Arbitration Association for processing in accordance with that agency's rules on Voluntary Labor Arbitration. The arbitrator shall strictly conform to the provisions of the Agreement, shall decide only the grievance adjudicated, and shall not render any decision modifying, amending or adding to the Agreement. The decision of the arbitrator shall be advisory only.

c. The costs associated with the adjudication of the arbitration shall be equally borne by the District and the Association.

#### **ARTICLE XVI** **SALARY SCHEDULE**

The salary rate for Teaching Assistants shall be as set forth in Appendix "A" hereto.

a. A new employee whose regular employment begins prior to February 1 of any school year will be advanced one step on the appropriate schedule as of September 1 of the following school year. Employees whose regular employment begins between February 1 and the close of the school year will be advanced one step on the appropriate schedule as of September 1 following completion of a full year's service.

b. Step 12 L represents a career increment for longevity. This longevity payment will be payable upon recommendation of the Superintendent and approval of the Board of Education. To be eligible for the career increment, an employee must have completed eleven (11) full years of work service for the district. For purposes of determining if an employee has worked a full year, the following shall apply: 1) any employee hired prior to January 1, 1986, must have been hired by October 31 to get credit for the first year of service; 2) any employee hired on or after January 1, 1986 must have been hired by September 30 to get credit for the first year of service.

c. Any employee who is absent from work for one half or more of the work days in a school year shall not qualify for a step increase for the following year, nor for a full year's service credit for longevity purposes.

#### **ARTICLE XVII** **HEALTH INSURANCE**

The District shall pay health insurance premiums to the New York State Empire Plan Plus Enhancements on behalf of those employees who are regularly scheduled to work thirty (30) hours a week or more in the following amounts: 50% of premium for individual coverage; 50% of premium for dependent coverage effective June 4, 2008.

#### **ARTICLE XVIII** **FLEXIBLE BENEFIT PLAN**

Under Section 125 of the IRS Code, a flexible spending plan will be made available to Teaching Assistants as allowed by law.

#### **ARTICLE XIX** **UNPAID LEAVE**

Unpaid leaves shall be available to Teacher Assistants on the following basis: Teaching Assistants shall make written request for leave no less than ninety (90) days in advance, except in case of emergency, stating their reason for the leave. The duration of leave shall be no greater than one (1) year, and must be for a purpose other than employment in another district. The granting of leave shall be subject to the recommendation of the Superintendent of Schools and reasonable discretion of the School Board, neither of which shall be unreasonably withheld.



**ARTICLE XX**  
**EVALUATIONS**

Evaluation of a Teaching Assistant's work shall be made by an administrator familiar with the work of the Teaching Assistant. The contents of the evaluation shall be made known to the Teaching Assistant before the end of the school year. Opportunity for discussion shall be provided before signing, and the Teaching Assistant may submit a letter of rebuttal to be attached to the evaluation form.

The parties will form a committee to explore and make recommendations regarding the process for future observation and professional evaluation of unit members. This committee will include at least two unit members.

**ARTICLE XXI**  
**LAYOFFS**

1. There shall be a District-wide seniority list for Teaching Assistants. Placement on the list shall be based on the hire date in the District for those unit members employed as of June 1, 2008. Those unit members hired after ratification shall be placed on the list based on their hire date as a teaching assistant.

2. Layoffs shall be in inverse order of District-wide seniority as a Teacher Assistant based on the criteria set forth in paragraph "1" above, to the extent such layoff is not in conflict with the District's judgment as to the best needs of the students and/or the District.

3. Layoffs shall be subject to grievance at the Superintendent's level, but shall not be subject to arbitration.

**ARTICLE XXII**  
**RECALL**

In the event a permanent vacancy is (a) created by the Board of Education, or (b) results from the death of an employee, or (c) results from a resignation letter received between the last day of the student school year in June and the first day of the student school year in September, then the District shall recall those employees who were laid off during or at the end of the immediately preceding school year, unless the position is eliminated on a District-wide basis, based on the District-wide seniority list, provided that such recall is not in conflict with the District's judgment as to the best needs the students and/or the District. Disputes over the exercise of such judgment shall be grievable to the Superintendent, but shall not be subject to arbitration. Any Teaching Assistant recalled under this paragraph or who is voluntarily recalled by the District prior to January 31 following his/her layoff, shall be considered to have no break in service for seniority purposes, and shall be rehired to the step and salary he/she was otherwise scheduled to receive.

**ARTICLE XXIII**  
**ABSENCES**

A Teaching Assistant who is absent from work for one-half or more of the work days in a school year shall earn seniority credit for the proportion of the year worked, if the absences are due to the Teaching Assistant's illness. Seniority credit will not be earned in such cases for days not worked or for days the Teaching Assistant is on a leave of absence. Credit under this section shall be calculated to the nearest month.

**ARTICLE XXIV**  
**VACANCIES**

1. Notice shall be given to the Association and Unit President of all first instance unit vacancies within the District. The District reserves the right to make all management decisions including, but not limited to, those relating to voluntary and/or involuntary transfers.
2. Whenever a new unit position becomes available, the District shall notify the Association and post the position in all buildings prior to any general notice to the public.
3. The Association President shall receive notice, by mail, to the President's home address of all unit vacancies which occur over the summer months, from the last day of the school year until the first opening day of school.

**ARTICLE XXV**  
**PERSONNEL FILE**

Upon reasonable notice, Teaching Assistants shall have access to their personnel file in District Office.

**ARTICLE XXVI**  
**MANAGEMENT RIGHTS**

The District is charged by law to have in all respects the superintendence, management and control of the District, subject to the provisions of this Agreement. With respect to personnel, the District shall have the right to assign and direct their work; transfer, layoff, recall and discipline. Except as expressly set forth herein, no provision of this Agreement is intended, nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the Education Law of the State of New York or any other law or rule or regulation having the force or effect of law.

**ARTICLE XXVII**  
**DURATION**

The term of this Agreement shall be five (5) years commencing July 1, 2006 through June 30, 2011.

**ARTICLE XXVIII**  
**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 OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXIX**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or any application thereof, shall be contrary to law, then such provision or application shall not be deemed valid and binding except permitted by law, but all other provisions or application shall continue in full force and effect.

**ARTICLE XXX**  
**MISCELLANEOUS**

1. This Agreement may not be changed or modified except by a written instrument executed by the parties or their undersigned representative.

2. This contract shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in a written and signed amendment to this contract. It is acknowledged that during negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining.

**ARTICLE XXXI**  
**GRANDFATHERED TEACHING ASSISTANTS**

The following terms and conditions previously set forth in Board Policy 9510.1 shall be applicable only to unit members Karen Wills, Judy Boshnack and Trudy Burdman (hereinafter "grandfathered teaching assistants"):

1. **Salary:** The salaries for each grandfathered teaching assistant shall be increased by 3% per year for each year of the contract as set forth in Appendix "B".

2. **Health Insurance:** The grandfathered teaching assistants shall receive 95% individual and 85% family premium paid health insurance of the Empire State Core Plus All Enhancement Plan including Excess Major Medical/Optical. The District shall continue to pay the premiums into retirement for the health insurance benefits (excluding Excess Major Medical/Optical) of teaching assistants and their previously covered dependents who have completed seven years of service in the employ of the District prior to their retirement and who retire, or who, if enrolled, would be eligible to retire as members of the NYSTRS. The premium paid shall include the dependents of members when the plan the effect includes the same.

3. **Dental Insurance:** The grandfather teaching assistants shall receive 80% individual and 80% family premium paid dental insurance during employment.

4. **Life Insurance:** The grandfathered teaching assistants shall receive full premium paid term life insurance for individual coverage in the amount of \$15,000 during employment. Additional coverage is available in the amount of \$15,000 at employee expense subject to regulations of the carrier.

5. **Work Year:** The normal work year will be 10 months in accordance with the work calendar for members of the teaching unit. Any grandfathered teaching assistant required to work beyond the normal work year will receive payment in the amount of 1/200<sup>th</sup> of their annual base salary for each day of work.

6. **Sick Leave/Personal Leave:** Grandfathered teaching assistants will receive 12 days per year for personal illness and 3 days per year for personal business, subject to approval by the District. Unused sick and personal leave may be accumulated annually, subject to limitations and procedures set forth in the UTH Agreement.

7. **Tax Sheltered Annuity:** The District will make available to grandfathered teaching assistants the right to enroll in a Tax Sheltered Annuity Program, subject to the same regulations and requirements as currently in effect for the UTH unit.

8. **Work Day:** The work day will be in accordance with the schedule for members of the UTH unit.

9. **Leave of Absence Without Pay:** A leave of absence without pay of up to one year may be granted for personal reasons upon the recommendation of the Superintendent and at the discretion of the Board of Education. Requests for leaves must be submitted 90 days in advance of the commencement of such leave.

10. **Workers' Compensation:** A grandfathered teaching assistant sustaining physical injuries, which are not the result of his/her own negligence within the scope of his/her employment shall not have the recovery period deducted from accumulated sick leave nor lose any salary during such period, provided, however, that such period shall not exceed the waiting period for Workers' Compensation as provided by New York State law.

11. **Retirement Plan/Terminal Leave Payment:** A grandfathered teaching assistant will be eligible for participation in the New York State Teachers Retirement System (NYSTRS). Upon retirement, an employee shall receive the equivalent of one day's salary, based on 1/200<sup>th</sup> of annual base salary for each three days of accumulated sick leave. All accumulated sick leave in excess of 250 days shall not be counted for the purpose of terminal leave payment. The terminal pay shall meet all the requirements set forth by the Board of Education in the UTH contract.

12. **Declination of Health Insurance:** Grandfathered teaching assistants who are eligible for health insurance who voluntarily decline such coverage for one year shall be eligible for a declination bonus in the amount of \$1,000 on the anniversary date of such declination.

13. **Flexible Benefit Program:** Under Section 125 of the IRS Code, a flexible spending plan is available to grandfathered teaching assistants. The plan includes the health waiver of \$1,000, health care reimbursement, dependent care reimbursement and premium expense account.

All the remaining terms and conditions and/or benefits set forth in this agreement that are applicable to non-grandfathered teaching assistants shall likewise be applicable to the grandfathered teaching assistants except those terms and conditions and/or benefits set forth in Articles VIII, IX, XI, XII, XVI, XVII, XVIII, XIX, XXI and XXII, above, and unit member Karen Short shall not be entitled to the terms and conditions and/or benefits set forth in Articles IX, XXI and XXII, above.

## **ARTICLE XXXII** **TEACHING ASSISTANTS WORKING AS SUBSTITUTES**

Teaching Assistants may be used as substitute teachers for forty days or less per year. The district must attempt to exhaust its opportunities to utilize a teacher and the existing substitute teacher list before teaching assistants can be used as substitute teachers. Teaching assistants shall not be used to replace a teacher on a leave of absence.


**ARTICLE XXXIII**  
**CHAPERONING/EXTRA SERVICE**


By October, 2008, a committee will be established consisting of district and union personnel to examine current practices with respect to assignments and payments for chaperoning and other similar extra service activities and to make recommendations therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

HARBORFIELDS CENTRAL  
SCHOOL DISTRICT

UNITED TEACHING ASSISTANTS  
OF HARBORFIELDS

By:   
Superintendent of Schools

By:   
President

**Appendix A**

Step	2006-07	2007-08	2008-09	2009-10	2010-11
1	\$10.79	\$11.12	\$12.00	\$13.00	\$13.50
2	\$12.28	\$12.65	\$13.03	\$14.25	\$15.00
3	\$13.83	\$14.25	\$14.68	\$15.19	\$15.72
4	\$13.83	\$14.25	\$15.09	\$15.62	\$16.16
5	\$13.83	\$14.25	\$15.09	\$15.62	\$16.16
6	\$14.30	\$14.73	\$15.54	\$16.08	\$16.65
7	\$14.30	\$14.73	\$15.54	\$16.08	\$16.65
8	\$14.77	\$15.21	\$16.00	\$16.56	\$17.14
9	\$14.77	\$15.21	\$16.40	\$16.97	\$17.57
10	\$15.13	\$15.58	\$16.75	\$17.34	\$17.94
11			\$16.75	\$17.34	\$17.94
12L			\$17.15	\$17.75	\$18.37

**Appendix B**

Lname	Fname	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
Boshnack	Judy	\$22,531	\$23,207	\$23,903	\$24,620	\$25,359	\$26,120
Burdman	Trudy	\$22,531	\$23,207	\$23,903	\$24,620	\$25,359	\$26,120
Wills	Karen	\$21,094	\$21,727	\$22,379	\$23,050	\$23,741	\$24,454

Appendix B salaries are based on full time status.