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**Contract Database Metadata Elements**

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Union: **Lansingburgh Central School Teaching Assistant Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

BY AND BETWEEN THE

LANSINGBURGH CENTRAL SCHOOL DISTRICT

*AND THE*

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

*FOR THE*

LANSINGBURGH CENTRAL SCHOOL DISTRICT TEACHING ASSISTANT UNIT

*OF THE*

RENSSELAER COUNTY EDUCATIONAL LOCAL #871

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JULY 1, 2013 - JUNE 30, 2017

## INDEX

ARTICLE		PAGE
I	RECOGNITION	1
II	PAYROLL DEDUCTION	1
III	CSEA RIGHTS	1-2
IV	MANAGEMENT RIGHTS	2-3
V	PROTECTION	3
VI	COMPENSATION	4-5
VII	SICK LEAVE	5-6
VIII	LEAVES OF ABSENCE WITH PAY	6
IX	LEAVES OF ABSENCE WITHOUT PAY	7-8
X	RETIREMENT	8
XI	HEALTH INSURANCE	8-9
XII	WORKDAY – WORKWEEK	9
XIII	PERFORMANCE EVALUATION AND OBSERVATION	9-10
XIV	LAYOFF AND RECALL	11
XV	GRIEVANCE PROCEDURE	11
XVI	SCHOOL NURSES AND LPNs	11
XVII	DISCIPLINE AND DISCHARGE	11
XVIII	MISCELLANEOUS	11-12
XIX	SAVINGS CLAUSE	12
XX	LEGISLATIVE ACTION	12
XXI	TERM OF AGREEMENT	12
	SIGNATURE PAGE	12
	APPENDIX A / GRIEVANCE PROCEDURE	13-14
	APPENDIX B / EXTRA CURRICULAR PAY SCHEDULE	15-17
	APPENDIX C / SALARY SCHEDULES	18-19

This Agreement entered into this \_\_\_\_ day of October, 2013, by and between the Chief Executive Officer of the Lansingburgh Central School District (hereinafter referred to as the "District") and the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, for the Lansingburgh Central School District Teaching Assistant Unit of the Rensselaer County Educational Local 871, (hereinafter referred to as "CSEA") will cover the period of July 1, 2013 through June 30, 2017 and is intended to delineate the rights and responsibilities of the parties hereto in mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the School District.

#### **ARTICLE I / RECOGNITION**

Section 1. The District recognizes the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, for the Lansingburgh Central School District Teaching Assistant Unit of the Rensselaer County Educational Local 871, (hereinafter referred to as CSEA) as the sole and exclusive representative of all employees determined to be in the negotiating unit.

Section 2. The negotiating unit shall be comprised of all full-time Teaching Assistants, Occupational Therapist Assistants, Registered Nurses, Licensed Practical Nurses, and Attendance Officers, and excludes all other employees.

Section 3. CSEA affirms that it does not assert the right to strike against the District and that it shall not cause, instigate, encourage or condone a strike against the District.

#### **ARTICLE II / PAYROLL DEDUCTION**

Section 1. The District shall deduct from the wages of the covered employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues, premiums for CSEA insurance and other CSEA authorized deductions on a biweekly basis, for those employees who have signed the appropriate payroll deduction authorizations permitting such deduction and no other employee organization shall be accorded such payroll deduction privileges.

Section 2. CSEA, having been recognized as the exclusive representative of employees within the negotiating unit described in Article I, Section 2 shall have Agency Shop Fees deducted from the salaries of members of the negotiating unit who are not members of CSEA. The agency shop fee deducted shall be the same amount as CSEA certifies to the District as its membership dues. The District shall make a separate deduction from the employee's paycheck showing the amount of such agency shop fees. CSEA represents that it has established the refund procedure required by Section 208 of the Civil Service Law and that such procedure complies with the requirements of that law.

Section 3. The District shall provide for the direct deposit of employee paychecks.

#### **ARTICLE III / CSEA RIGHTS**

Section 1. The District shall deal exclusively with CSEA and shall not deal with any other employee organization in any matter affecting employees in the negotiating unit (a) under the Public Employees' Fair Employment Act, (b) any other applicable law, rule, regulation or statute, or (c) the terms of this Agreement; to designate its own representatives; to direct, manage and govern its own affairs, and to determine those matters which the members wish to negotiate.

CSEA shall have the sole and exclusive right to pursue any matter or issue, including but not limited to the grievance and appeal procedure in this Agreement.

Section 2. The District recognizes the right of the employees to designate representatives of CSEA to appeal in their behalf to discuss salaries, working conditions, grievances and disputes as to terms and conditions of the collective bargaining agreement and to visit employees during working hours for the foregoing purposes. The time available for the purposes specified shall not exceed three hours in any given week.

Section 3. CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District subject to the approval of such notices and communications by the District.

Section 4. CSEA shall be granted a room in which to meet providing application for such use is made at least 24 hours in advance of the meeting time. Such use will be without cost unless the meeting is scheduled at a time, which requires the District to provide necessary custodial services, in which case the CSEA Unit will pay such costs. The CSEA Unit will be responsible for all reasonable precautions regarding building security when using the facilities and will be responsible for cleaning up after any meetings.

Section 5. The CSEA Unit President shall be given an agenda for each Board of Education Meeting at the earliest possible time before each meeting. A copy of the minutes of the Board of Education meetings shall be sent to the CSEA Unit President as soon as possible after approval by the Board.

Section 6. Fifteen (15) days in the aggregate shall be provided for CSEA representatives to attend meetings, conferences and/or conventions of the organizations with which CSEA is affiliated. Additional days may be granted by mutual agreement.

Section 7. Employees who wish to attend work-related conferences, workshops or conventions may do so without loss of pay and with the reimbursement of approved expenses, provided they receive approval from the Superintendent. Such approval must be received by the employee at least two days prior to the scheduled event.

Section 8. A Labor-Management Committee shall be established which shall generally meet every other month. The District and CSEA shall exchange agendas for meetings of the Committee at least one week in advance of any scheduled meeting. If no such agendas are submitted, the meeting shall be canceled. The Committee shall consist of up to three (3) members appointed by the District and three (3) members appointed by CSEA. In the event meetings of the Committee are scheduled during working hours, the District shall provide paid release for the three (3) CSEA Committee members to attend Labor Management meetings.

~~Section 9. CSEA shall be granted, without cost, the use of intra-school mail facilities, Teaching Assistant mailboxes and computers and copying machines designated by the District for the purpose of preparing notices of meetings.~~

#### **ARTICLE IV / MANAGEMENT RIGHTS**

Section 1. Except as expressly limited by other provisions of this Agreement or by law, all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, determining the mission, purposes, objectives and policies of the District,

determining the facilities, methods, means and number of personnel required for the conduct of District programs, the examination, selection, recruitment, hiring, appraisal, training, retention, assignment or transfer of employees, the direction, deployment and utilization of the work force, the right to establish job descriptions for each position, and to discipline and discharge employees.

## **ARTICLE V / PROTECTION**

Section 1. Members of the negotiating unit will immediately report all cases of assault suffered by them in connection with their employment to the principal or immediate supervisor, in writing if possible.

Section 2. This report will be forwarded to the Superintendent or his or her designee who will comply with any reasonable request from the Teaching Assistant for information in his or her possession relating to the incident or the persons involved.

- A. The District agrees to hold members of the negotiating unit harmless from any financial loss, including reasonable attorneys' fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such member within or without the school buildings, provided such member at the time of the act or omission complained of, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the District.
- B. All transporting of children will be undertaken in authorized vehicles.
- C. Members of the negotiating unit shall notify the Superintendent or his or her designee of any accident or claim against them, which might be covered by this section within ten (10) days after the accident, occurs or the member knows of the claim. In addition, a member shall not be entitled to the protection of this article unless within ten (10) days of the time he or she is served with any summons, complaint, process, notice or pleading, he or she shall deliver the original, or a copy thereof, to the Superintendent or his or her designee.

Section 3. The District shall provide protection of members of the negotiating unit by reimbursement for cost of replacing or repairing dentures, eyeglasses, etc., not covered by Worker's Compensation, destroyed, or lost as the result of an injury sustained in the course of his or her employment.

Section 4. The District shall provide reimbursement for repair or replacement value, whichever is less, of clothing or personal effects damaged or destroyed and repair or value, whichever is less, of equipment damaged, destroyed, or stolen during the course of and incident to employment, provided loss is not caused by negligence of the claimant.

Section 5. The District shall provide a safe place in each school facility for members of the negotiating unit to store valuables under lock and key. To the extent possible that safe place will be located in the Teaching Assistant's primary work area.

Section 6. In each year of the Agreement a fund of \$500 shall be established to cover damages to automobiles and/or other vehicles of members of this negotiating unit while on school property. Such damage must be reported to the police. Whenever the District is able to recoup monies, such monies will be refunded to the fund. As is the current practice, any claim must be submitted to the employee's insurance company prior to submitting the claim to the District and only the reimbursed portion will be paid out of the fund.

## ARTICLE VI / COMPENSATION

Section 1. Salary Schedules for members of the negotiating unit for the term of this Agreement are attached hereto as Appendix C and reflect the following negotiated increases.

- On July 1, 2013, the salary schedules will be increased 2%.
- On July 1, 2014, the salary schedules will be increased 2%.
- On July 1, 2015, the salary schedules will be increased 2%.
- On July 1, 2016, the salary schedules will be increased 2%.

Effective July 1, 2005, Step 15 and Step 16 of the teaching assistant schedule will be deleted and the teaching assistant schedule will contain only 14 steps. Those teaching assistants being paid on Steps 15 and 16 of the schedule as of June 30, 2005 will maintain the rate of pay they were receiving as of June 30, 2005, and be given increases as described in Section 3 of this Article. No teaching assistant being paid on steps 1 through 14 of the salary schedule as of June 30, 2005 can advance above step 14 of the salary schedule.

The annual salary for the attendance officer, in the 2013-2014 school year, is \$42,522.78. During the remaining term of this Agreement, the annual salary for the attendance officer shall be increased as described in Section 3 of this Article.

Section 2. During the term of this Agreement, no employee will advance on step on their respective salary charts. All step movement for all employees will be frozen during the term of this Agreement. It is agreed that all employees who have at least five months of service as of July 1, 2017 will move an increment step, effective July 1, 2017.

Section 3. During each year of the term of this Agreement, employees who are making more than the rate for the highest Step on the salary schedule for their position will receive an increase of 2% effective July 1, 2013, 2% effective July 1, 2014, 2% effective July 1, 2015 and 2% effective July 1, 2016.

Section 4. In the event a Teaching Assistant is appointed to an extracurricular assignment, he or she will be paid pursuant to the schedules attached hereto as Appendix B. The appointment of a Teaching Assistant to an extracurricular position or reference to extracurricular activities in this Agreement shall not make such activities "bargaining unit work" or give members of this negotiating unit any preference in consideration for such assignments.

Section 5. Teaching Assistants will receive any "Excellence in Teaching" funds, which are provided by the State for their benefit, provided that the District elects to participate in the program.

Section 6. Members of the negotiating unit shall have the option to participate in any Section 125 "cafeteria" plan offered by the District.

Section 7. A teaching assistant who holds a valid teaching certificate, as defined by Part 80 of the Regulations of the Commissioner of Education, shall be hired at Step 9 of the teaching assistant salary schedule.

Section 8. Effective July 1, 2005, the District will offer direct deposit of a teaching assistant's paycheck to the bank account specified by the teaching assistant. It will be the responsibility of the teaching assistant to contact the District payroll office and complete the paperwork necessary to establish such direct deposit.

Section 9.

- A. Effective July 1, 2010 fifty dollars (\$50) will be added to a Teaching Assistant's base salary for each three approved graduate hours earned by the Teaching Assistant beyond a bachelor's degree, up to a maximum of 132 approved graduate credit hours beyond a bachelor's degree.
- B. Approved graduate credit hours shall mean all graduate credits earned within a single formal master's or doctor's degree program or a plan of study approved by the Superintendent of Schools or his or her designee prior to the time the Teaching Assistant registers for any course involved. Plans of study shall be judged on content and expected contribution to the general welfare of the District.
- C. To be eligible for approved graduate credit hour payment a transcript or official notice from the credit-granting institution must be on file with the Superintendent or his or her designee. Payments will be made beginning September 1 in the year in which the notice is filed, if it is filed by October 1. Payments will be made beginning February 1 in the year in which the notice is filed if it is filed by March 1. In the event payments are started on the basis of an official notice, a transcript must be filed by September 1 in the succeeding year for payments to continue.

**ARTICLE VII / SICK LEAVE**

Section 1. Sick leave is the absence of a member of the negotiating unit due to illness, disability or injury. It may also be the absence of a member of the negotiating unit due to the illness or injury of a person in the immediate family of said member. For the purpose of this agreement, immediate family is defined as: spouse, children, parents, or parents-in-law, grandparents, grandparents-in-law, siblings or siblings-in-law, or persons residing in the immediate household of the member who served in fact as parent to either the member or member's spouse. Leave for illness or injury in the immediate family shall be limited to five days for any one such illness, except that in the event of unusual circumstances the employee may be granted the use of additional days upon application to the Superintendent or his or her designee.

Section 2. Members of the negotiating unit shall be entitled to 15 days of sick leave as of the first day of each school year, whether or not the member reports for duty on that day. Members of the negotiating unit employed by the District will receive credit for sick leave on their first day of actual work. Such credit will be retroactive to the date upon which they were to report to work, providing the actual reporting date is within one week of the scheduled reporting date.

Section 3. Sick Leave shall be accumulated as follows:

- As of July 1, 2005 – up to a maximum of 280 days;
- As of July 1, 2006 – up to a maximum of 290 days.

Section 4. At the time of retirement from this School District, accumulated sick leave will be given a dollar value and the amount so calculated will be used by the District to defray the cost of medical insurance for as long as such sum shall last.

Section 5. Whenever a member of the negotiating unit is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or assault occurring in the course of his/her employment and receives Workers' Compensation payment for



such absence, he/she will be paid his/her full salary during his/her absence from employment up to a period of one year (less the amount of any Workers' Compensation award made for temporary disability due to said disability) and no part of such absence shall be charged to his/her annual sick leave or accumulated sick leave.

Section 6. Accompanying the first paycheck of the school year shall be a statement of the accumulated sick leave for each Teaching Assistant. The statement is to include the sick leave credited for the current year.

Section 7. A member of the negotiating unit who has exhausted the regular sick leave allowance and accumulation shall be allowed additional absence from duty in any school year to a maximum of 35 days, plus two days for each year of service in the District. Unused supplementary sick leave shall not be cumulative. Each day of absence under supplementary sick leave shall be with salary reduction at the rate of the annual salary divided by 400. Absence from duty beyond the supplementary sick leave allowance shall be with complete loss of salary. Supplementary sick leave may be denied in specific instances at the discretion of the Board. Upon request, a member shall be granted a private hearing before the Board of Education in the event that supplementary sick leave is denied. However, all decisions of the Board of Education, or its committee, shall be final and binding.

#### **ARTICLE VIII / LEAVES OF ABSENCE WITH PAY**

##### **Section 1. Personal Leave**

Members of the negotiating unit may utilize four days of their sick leave each year for personal reasons. An employee need only state that leave is for personal reasons. Personal days may not be used immediately prior to or following a vacation or holiday and are not to be used in any way to extend a vacation or holiday except with the prior approval of the Superintendent or his designee.

##### **Section 2. Religious Leave**

Three days of leave with pay will be granted annually to any member who wishes to observe traditional and customary religious holidays where abstention from work is required by the official rules or laws of that person's religion. These days of absence must be those recognized by the Commissioner of Education as "Days of Religious Observance" and the member involved must be willing to have the Board verify his or her being a practicing member of such a religion.

##### **Section 3. Legal Proceedings**

Time necessary for appearance in any legal proceeding connected with the member's employment or with the school system, or the performance of jury duty, or because he has been subpoenaed in a legal matter in which he is not legally personally involved will be granted. A member taking such leave shall reimburse the District for any fees he received as a juror or witness.

##### **Section 4. Bereavement Leave**

In the event of a death of a spouse, child, parent, or person who served in fact as parent or guardian of the employee, grandchild, parent-in-law, sibling, sibling-in-law, grandparent or grandparent-in-law, person residing in the immediate household of the member or person who served in fact as parent or member's spouse, the member shall be granted up to five days per occurrence.

## ARTICLE IX / LEAVES OF ABSENCE WITHOUT PAY

### Section 1. Military Leave

Military Leave will be granted to any member of the negotiating unit as provided by Military Law. Upon returning from such leave, a member will be placed on the salary level he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence up to a maximum of four years.

### Section 2. Parental Leave

A member of the negotiating unit may request an unpaid leave of absence for up to two years, to begin within one year after the delivery or adoption of a child, terminating at a time to coincide with the end of the next closest marking period. There may be one request to extend leaves of absence of less than two years to a combined maximum of two years. The member shall notify, in writing, the Superintendent or his/her designee of the intent to take such leave 60 days prior to the anticipated commencement of the leave. The application shall state the dates for the anticipated commencement of and termination of the leave.

The member on leave shall have the option to participate in fringe benefit programs provided by the District by contributing the full amount of any such program elected.

For a non-tenured employee, a leave without pay shall constitute an interruption of the employee's probationary period. The probationary period shall resume upon the employee's return to duty and the employee shall have restored the amount of credit he or she had at the start of the leave.

A member on a leave without pay shall not receive salary increase credits or fringe benefit credits during the period of the leave.

### Section 3. Extended Leave Without Pay.

- A. A leave of absence without pay or salary increase credits up to one year may be granted for personal reasons. Extensions may be granted upon application.

A member of the negotiating unit whose personal illness extends beyond the period of accumulated sick leave and supplemental sick leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two complete years, without pay, salary increase credit, or benefit credits.

- B. All benefits to which a member of the negotiating unit was entitled at the time his or her leave of absence commenced, including unused sick leave, will be restored to him or her upon his or her return, and he or she will be assigned the same position he or she held at the time his or her leave commenced, if available, if not, to a substantially equivalent position. A member who returns from such leave will return at the same level of salary as received when the leave commenced, except that a member having served at least five months in the school year in which the leave commenced shall be entitled to any increase granted for service in that year.

All requests for leave and extensions or renewals must be applied for and granted in writing.

A member of the negotiating unit on a leave of absence for a school year or more shall notify the Superintendent or his or her designee as to his or her intention to return to service at least six months prior to the expiration of such leave. A member who fails to notify the Superintendent or

his or her designee by March 1 of the year in which the leave is to end or six months prior to the date the leave is to end, whichever is earlier, shall be assumed to have abandoned his or her position.

A member of the negotiating unit replacing regular members of the negotiating unit on extended leaves of absence will be notified by the Superintendent or his or her designee three months prior to the expiration of said leave of the regular member's to return to service.

#### **ARTICLE X / RETIREMENT**

Section 1. Teaching Assistants are entitled to participate in the retirement system provided by the New York State Teacher Retirement System.

Section 2. Nurses are entitled to participate in the retirement system provided by the New York State Employees Retirement System.

Section 3. On retirement a member of the negotiating unit may apply unused sick leave towards the purchase of health insurance in retirement, as provided in Article VII, Section 4.

#### **ARTICLE XI / HEALTH INSURANCE**

Section 1. Dental, prescription drug, and optometric insurance is provided to employees in this negotiating unit. The benefits provided will be the same as those provided under the collective agreement between the District and CSEA for Non-Instructional employees.

Section 2. Employees shall continue to receive the same health insurance benefits as are provided under the collective agreement between the District and CSEA covering non-instructional employees of the District.

Section 3. All unit employees employed on or before June 30, 2005, who elect to participate in the District's health insurance plan, shall pay 10% of the premium cost for individual, two person, or family health insurance coverage.

All unit employees employed on or after July 1, 2005, who elect to participate in the District's health insurance plan, shall pay 15% of the premium cost for individual, two person, or family health insurance coverage.

Section 4.

A. An employee who is enrolled in the District's health insurance plan and who has alternate health insurance coverage from an employer other than the District, shall have the option of withdrawing from or declining participation in such plan and shall execute any and all documents necessary to effect such withdrawal or declination. In the event of such withdrawal or declination, the District shall pay to such employee the following sums:

1. Employees who declined coverage on or before September 1, 2010, the buyout amount that they were eligible to receive in the 2009-2010 school year.
2. Employees who decline coverage after September 1, 2010:

If enrolled in 2-person or family coverage, \$4000;

If enrolled in individual coverage, 50% of the premium for individual coverage, up to a maximum buyout of \$4000.

- B. The buyout will be made in two equal payments made in January and in June.
- C. In the event of a withdrawal other than at the beginning of the school year, the payment shall be pro-rated. In the event an employee who has received the benefit provided by this Section leaves before the end of the school year, he or she shall refund to the District the pro rata portion of the benefit for the balance of the school year.
- D. In the case of such withdrawal or declination, the District shall no longer be required to contribute towards the cost of such insurance for the balance of the school year. An employee, having withdrawn or declined coverage, may rejoin the plan if he or she loses such alternate health insurance coverage (a) in accordance with the rules, regulations and procedures of the District's insurance carrier and (b) after having repaid the prorated portion of sums received attributable to the balance of the school year.
- E. An employee who elects to receive the benefits provided by this section shall continue to be eligible to receive the benefit provided by Section 4 of Article VII of the this Agreement provided he or she is enrolled in the District's health insurance plan on the day prior to retirement.

Section 5. All employees in the unit are required to enroll in the Blue Shield PPO plan as offered by the District through the Rensselaer-Columbia-Green Health Insurance Trust.

#### **ARTICLE XII / WORKDAY – WORKWEEK**

Section 1. The hours of work for which employees are paid will not reflect a paid lunch period. For example, an employee who is now paid for six hours including a paid lunch period of 30 minutes would now work six hours in addition to an unpaid lunch. The District will consult with the CSEA unit president in the establishment of schedules of individual Teaching Assistants.

Section 2. The District shall use its best efforts to provide each Teaching Assistant with his or her work schedule prior to the commencement of the school year.

Section 3. A Teaching Assistant who is directed by the District to work more than the hours required by his or her work schedule shall be paid at a rate of time and one-half their regular rate. Overtime at a rate of time and a half, will not be paid until the Teaching Assistant works in excess of 40 hours in a week.

Section 4. Teaching Assistants in the elementary schools shall be entitled to a thirty (30) minute preparation period once per day, in addition to a thirty (30) minute unpaid lunch. Teaching Assistants in the middle and high schools shall be entitled to a forty (40) minute preparation period once per day, in addition to a twenty (20) minute unpaid lunch.

#### **ARTICLE XIII / PERFORMANCE EVALUATION AND OBSERVATION**

Section 1. Formal Performance Reviews

- A. Each Teaching Assistant shall receive periodic formal performance reviews by a District administrator.

B. With respect to such formal performance reviews:

- i. Teaching Assistant in his or her first year of probationary employment shall receive a formal performance review by March 1, or, in the case of a Teaching Assistant hired other than effective at the commencement of the school year, not later than 120 working days from the date of employment.
- ii. A Teaching Assistant in his or her third year of probationary employment shall receive at least one formal performance review in each of such years.
- iii. A Teaching Assistant who is tenured may receive at least one performance review in each year of employment.

C. A Teaching Assistant may at any time request that a formal performance review be scheduled by his or her immediate supervisor at a mutually agreeable date.

D. In connection with the evaluation of a Teaching Assistant, the District may solicit and consider the views of teachers with whom the Teaching Assistant works.

E. Formal observations shall be scheduled by the Supervisor and conducted directly and openly with the full prior knowledge of the Teaching Assistant. The observation should, in the absence of extenuating circumstances, last for at least 30 minutes and should be scheduled on 48 hours notice. The District shall use reasonable efforts to schedule formal observations prior to April 15<sup>th</sup>. In special circumstances, with the Teaching Assistant's prior knowledge, the formal observation may consist of a series of visits to evaluate an on-going program, project or grade level presentation. Such observations shall be reduced to writing and treated as a single observation.

F. The evaluation of a Teaching Assistant should be conducted in a manner, which will protect the confidentiality of the process.

G. An observation review conference between the Supervisor and the Teaching Assistant may be held after the observation. An official written report of the observation shall be provided to the Teaching Assistant within 15 working days. Such Report shall include recommendations, results of the review conference and any specific objections for future performance. The official report shall be signed by both the Teaching Assistant and the Supervisor.

**Section 2. Personnel File**

The official record of performance shall be maintained with each Teaching Assistant's personnel record folder at the District's offices. The performance record file shall include records of formal observations, performance reviews and other documentation deemed appropriate by either the Teaching Assistant or Supervisor. A copy of each document in the performance record filed shall be provided to the Teaching Assistant. ~~The contents of the official performance record file may be reviewed at any time during normal working hours by the Teaching Assistant on reasonable notice to the executive offices. The Teaching Assistant may file a response to any document in the record of Teaching Assistant performance that he or she deems to be adverse or critical of performance.~~

**Section 3. Effect of Teaching Assistant Signature**

Whenever the signature of a Teaching Assistant is required by the terms of this Article, such signatures shall merely indicate his or her acknowledgment that he or she has received or

reviewed the document in question and not necessarily agreed with its contents.

#### **ARTICLE XIV / LAYOFF AND RECALL**

Section 1. Teaching Assistants shall have the rights on layoff and recall provided by Section 2510 of the Education Law.

#### **ARTICLE XV / GRIEVANCE PROCEDURE**

Section 1. See Appendix "A" for the details of Grievance Procedure, which are made part of the Agreement.

#### **ARTICLE XVI / SCHOOL NURSES AND LPNs**

Section 1. Assignments

- A. Nurses and LPNs shall work according to assigned schedules when school is in session.
- B. School nurses shall work up to seven and one-half hours per day. Nurses will be permitted to eat their lunches during their paid hours, however the nurses shall be on-call during the entire seven and one-half hour shift.
- C. LPNs shall work up to six and one-half hours per day. LPNs will be permitted to eat their lunches during their paid hours, however the LPNs shall be on-call during the entire six and one-half hour shift.
- D. Nurses and LPNs will be assigned within five calendar days.

Section 2. Registered Nurses and Licensed Practical Nurses will be paid for 2 days of work during August of each school year for time worked making preparations for opening of school.

#### **ARTICLE XVII / DISCIPLINE AND DISCHARGE**

Section 1. Teaching Assistants who have completed the three-year probationary period shall only be disciplined pursuant to Section 3020-a of the Education Law.

#### **ARTICLE XVIII / MISCELLANEOUS**

Section 1. All Teaching Assistants shall be notified of the next year's assignment by June 30 of the preceding year. Notice of an assignment change shall be given insofar as possible, to a Teaching Assistant at least thirty (30) days before the start of the school year. An assignment letter regarding workdays before and after the school year shall contain the name of the supervisor to report to for assignment.

Section 2. Any member of the negotiating unit required to travel in the performance of his or her duties shall be reimbursed at the current IRS rate per mile based on actual mileage.

Section 3. Except in extenuating circumstances, members of the negotiating unit shall be given 24 hours notice by the principal or teacher when a parent requests a separate meeting with the Teaching Assistant.

Section 4. Members of the negotiating unit shall have the opportunity to review their Personal History File in the presence of an appropriate District official upon three (3) days' notice to the District.

Section 5. A Teaching Assistant who is directed by the principal of his or her school to provide instruction to students in the absence of a certified or substitute teacher for:

- A. Three hours or more at an elementary school; or
- B. Four periods or more at the middle or high school

shall be paid an additional fifty (\$50) dollars for such service.

Section 6. If the District is unable to secure a substitute teacher to cover a classroom during a class period at the middle school or high school, and there is no member of the Lansingburgh Teachers Association negotiating unit able and willing to supervise that classroom during the period under the terms of the Lansingburgh Teachers Association collective bargaining agreement, the District will offer teaching assistants who are not assigned to a classroom or study hall duties during that class period, the opportunity to supervise the classroom for that period and will pay the teaching assistant assigned to supervise the classroom an additional twenty-five (\$25) dollars for that assignment.

#### ARTICLE XIX / SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

Section 2. If a determination is made, the District and CSEA shall convene immediately for the purpose of negotiating a satisfactory alternative.

#### ARTICLE XX / LEGISLATIVE ACTION

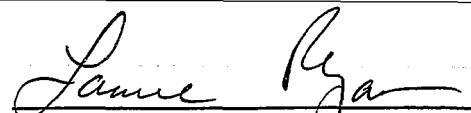
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

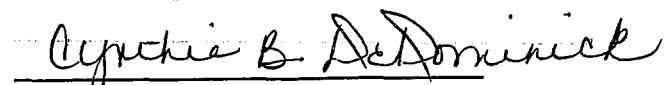
#### ARTICLE XXI / TERM OF AGREEMENT

Section 1. This Agreement shall remain in effect July 1, 2013 to June 30, 2017.

FOR THE CSEA, INC.,  
LANSINGBURGH CSD TEACHING  
ASSISTANT UNIT OF THE  
RENSSELAER COUNTY  
EDUCATIONAL LOCAL #871:

FOR THE LANSINGBURGH  
CENTRAL SCHOOL DISTRICT:

  
Unit President

  
Superintendent

  
Labor Relations Specialist

## APPENDIX A / GRIEVANCE PROCEDURE

### Section 1. Purpose

It is the policy of the parties that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding; an employee shall have the right to be represented by a CSEA representative of his/her choice throughout each step of the grievance procedure.

### Section 2. Definitions

- (a) A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- (b) An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted and CSEA.
- (c) A "Day" means a calendar day.

### Section 3. Submission of Grievances

- (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- (b) Each grievance shall be submitted in writing on a form approved by the parties and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- (c) A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party know, or should have known, of the events or conditions on which it is based.

### Section 4. Formal Procedure

#### STEP ONE / Building Principal/Supervisor

An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the Building Principal/Supervisor.

A. The CSEA may submit any grievance. If it is limited in effect to one (1) school, the grievance shall be submitted to the Building Principal/Supervisor. Otherwise, it shall be submitted directly to the Superintendent of Schools. By agreement of the CSEA and the Superintendent, any grievance may be submitted directly to arbitration.

B. The Building Principal/Supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal/Supervisor, or if no response is received within same calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.

#### STEP TWO / Superintendent

~~The Superintendent or his designated representative shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than fourteen (14) days.~~



**STEP THREE / Board of Education**

If the Superintendent rejects the grievance, the CSEA may within ten (10) days, request audience with the Board of Education. A presentation of at least fifteen (15) minutes per grievance to explain the union's basis for the grievance may be given in Executive Session. Such audience shall take place at the next regularly scheduled Board of Education meeting. The Board shall have thirty (30) days to issue its decision in writing.

**STEP FOUR / Arbitration**

A. In the event the CSEA is not satisfied with the statement of the Superintendent with respect to a grievance, it may, within thirty (30) days after receiving the statement, refer the grievance to arbitration by requesting that the Syracuse Office of the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.

B. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the CSEA shall strike names from the list until one (1) ultimately is designated as the arbitrator.

C. The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power and authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

D. The cost for the services of the arbitrator will be borne equally by the District and the CSEA.

## APPENDIX B

Compensation for the following extracurricular assignments shall be a percentage of the minimum unadjusted base salary of a Teacher.

### A. Athletics

#### 1. Varsity Head Coach

Boys Basketball	10%
Girls Basketball	10%
Football	10%
Wrestling	10%
Baseball	8%
Softball	8%
Soccer	8%
Boys Track	9%
Girls Track	9%
Cross Country	8%
Boys Tennis	5%
Girls Tennis	5%
Bowling	5%
Golf	3%
Indoor Track	8%
Field Hockey	5%

#### 2. Junior Varsity Head Coach

J.V. Boys Basketball	8%
J.V. Girls Basketball	8%
J.V. Football	8%
J.V. Baseball	6%
J.V. Softball	6%
Junior High Cross Country	5%
Junior High Wrestling	7%
J.V. Soccer	6%

#### 3. Assistant Coaches

Varsity Football	8%
J.V. Football	6%
Frosh Football	6%
Boys Varsity Track	6%
Girls Varsity Track	6%
Cross Country	4%
Frosh Track	4%

#### 4. Freshman Sports (Modified)

Baseball	6%
Basketball	7%

Football	8%
Softball	6%
Track	6%
Soccer	6%

5. Cheerleading

Varsity Football	4%
Jr. Varsity Football	4%
Modified Cheerleading – Intramural Rate	
Varsity Cheerleading Basketball	4%
Jr. Varsity Basketball	4%
Freshman Cheerleading Basketball	4%

6. Intramurals

\$12.00 per hour

B. Teaching Percentage

1. Home Tutoring	\$18.50 per hour
2. Adult Education	\$18.50 per hour
3. In-Service Instructor	\$18.50 per hour
4. District Assigned in-service Curriculum & Program Development outside regular school day	\$18.50 per hour

B1.

5. Teaching	\$18.50 per hour
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C. Other

1. LHS Senior Play	10%
2. Jazz Ensemble	5%
3. LHS Societies	4%
4. LHS Newspaper	4%
5. Freshman Class Advisor	3%
6. Senior Class Advisor (2)	4%
7. LHS School Play Music Advisor	3%
8. LHS Student Council	4%
9. KJHS Student Council	4%
10. RPES Student Council	2%
TES Student Council	2%
11. KJHS School Play Advisor	4%
12. LHS School Play Art Advisor	3%
13. KJHS Honor Society	2%
14. KJHS Newspaper	2%
15. Junior Class Advisor (2)	3%
16. Sophomore Class Advisor	3%

17.	LHS Yearbook Advisor (2 released periods per week)	11%
18.	KJHS Yearbook Advisor	5%
19.	LHS-KJHS Central Treasurer Activity Fund	15%
20.	Advisor to Cafeteria Advisory Council	10%
21.	Committee on Special Education Chair	12%
22.	TV Club	2%
23.	Drama	2%
24.	After School Computer Lab	\$10 per hour
25.	Varsity Club	2%
26.	Marching Band Advisor	10%
27.	Detention Supervisor (KJHS/LHS)	10%
28.	Detention Supervisor (RPES/TES) 2 days/week	4%
29.	OVA (Olympics of Visual Arts)	2% per team
30.	OM (Olympics of the Mind)	2% per team
31.	Literary Magazine (RPES/TES)	2%
32.	Arts in Education	2%
33.	Art Club Advisor	4%
34.	Mock Trial Advisor	3%
35.	Key Club Advisor	2%
36.	8 <sup>th</sup> Grade Advisor	3%
37.	Business Club Advisor	3%
38.	Swing Choir	5%
39.	Athletic Director	agreed stipend
40.	Secondary Science Club	3%
41.	All Country Music	1% per teacher/festival

In the event only one person assumes full advisory duties he/she shall receive:  
 Senior Class Advisor – 8% and Junior Class Advisor – 6%

After consecutive years in the same position the individual shall be paid an additional amount according to the following scheduled:

4-6 years	\$100
7-9 years	\$100 (total \$200)
10-12 years	\$100 (total \$300)
13-15 years	\$100 (total \$400)

**APPENDIX "C" - SALARY SCHEDULES**

**TEACHING ASSISTANT**

	2013-14	2014-15	2015-16	2016-17
Step 1	\$ 14.02	\$ 14.30	\$ 14.59	\$ 14.88
Step 2	\$ 14.57	\$ 14.87	\$ 15.16	\$ 15.47
Step 3	\$ 15.15	\$ 15.45	\$ 15.76	\$ 16.08
Step 4	\$ 15.76	\$ 16.07	\$ 16.39	\$ 16.72
Step 5	\$ 16.38	\$ 16.71	\$ 17.05	\$ 17.39
Step 6	\$ 17.05	\$ 17.39	\$ 17.74	\$ 18.09
Step 7	\$ 17.72	\$ 18.07	\$ 18.44	\$ 18.81
Step 8	\$ 18.42	\$ 18.78	\$ 19.16	\$ 19.54
Step 9	\$ 19.17	\$ 19.55	\$ 19.94	\$ 20.34
Step 10	\$ 19.94	\$ 20.34	\$ 20.75	\$ 21.16
Step 11	\$ 20.75	\$ 21.16	\$ 21.58	\$ 22.02
Step 12	\$ 21.55	\$ 21.98	\$ 22.42	\$ 22.87
Step 13	\$ 22.42	\$ 22.87	\$ 23.33	\$ 23.80
Step 14	\$ 23.34	\$ 23.81	\$ 24.28	\$ 24.77
Offstep 1	\$ 23.91	\$ 24.39	\$ 24.88	\$ 25.38
Offstep 2	\$ 24.79	\$ 25.28	\$ 25.79	\$ 26.30

**ALL STEP MOVEMENT FROZEN DURING TERM OF AGREEMENT**

**REGISTERED NURSE**

	2013-14	2014-15	2015-16	2016-17
Step 1	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.59
Step 2	\$ 24.91	\$ 25.41	\$ 25.92	\$ 26.44
Step 3	\$ 25.56	\$ 26.07	\$ 26.59	\$ 27.12
Step 4	\$ 26.22	\$ 26.74	\$ 27.27	\$ 27.82
Step 5	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56
Step 6	\$ 27.62	\$ 28.17	\$ 28.73	\$ 29.30
Step 7	\$ 28.32	\$ 28.89	\$ 29.47	\$ 30.06
Step 8	\$ 29.08	\$ 29.66	\$ 30.25	\$ 30.86
Step 9	\$ 29.90	\$ 30.50	\$ 31.11	\$ 31.73
Step 10	\$ 30.61	\$ 31.22	\$ 31.84	\$ 32.48

**ALL STEP MOVEMENT FROZEN DURING TERM OF AGREEMENT**

### LICENSED PRACTICAL NURSE

	2013-14	2014-15	2015-16	2016-17
Step 1	\$ 17.82	\$ 18.18	\$ 18.54	\$ 18.91
Step 2	\$ 18.59	\$ 18.96	\$ 19.34	\$ 19.73
Step 3	\$ 19.37	\$ 19.76	\$ 20.16	\$ 20.56
Step 4	\$ 20.11	\$ 20.51	\$ 20.92	\$ 21.34
Step 5	\$ 20.82	\$ 21.24	\$ 21.66	\$ 22.09
Step 6	\$ 21.47	\$ 21.90	\$ 22.34	\$ 22.79
Step 7	\$ 22.12	\$ 22.56	\$ 23.01	\$ 23.47
Step 8	\$ 22.77	\$ 23.23	\$ 23.69	\$ 24.16
Step 9	\$ 23.44	\$ 23.91	\$ 24.39	\$ 24.88
Step 10	\$ 24.16	\$ 24.64	\$ 25.13	\$ 25.63

**ALL STEP MOVEMENT FROZEN DURING TERM OF AGREEMENT**

### OCCUPATIONAL THERAPY ASSISTANT

	2013-14	2014-15	2015-16	2016-17
Step 1	\$ 29,093.63	\$ 29,675.50	\$ 30,269.01	\$ 30,874.39
Step 2	\$ 29,992.36	\$ 30,592.21	\$ 31,204.05	\$ 31,828.13
Step 3	\$ 30,919.78	\$ 31,538.18	\$ 32,168.94	\$ 32,812.32
Step 4	\$ 31,853.84	\$ 32,490.92	\$ 33,140.74	\$ 33,803.55
Step 5	\$ 32,803.34	\$ 33,459.41	\$ 34,128.60	\$ 34,811.17
Step 6	\$ 34,444.01	\$ 35,132.89	\$ 35,835.55	\$ 36,552.26
Step 7	\$ 35,476.31	\$ 36,185.84	\$ 36,909.56	\$ 37,647.75
Step 8	\$ 36,524.10	\$ 37,254.58	\$ 37,999.67	\$ 38,759.66
Step 9	\$ 37,657.98	\$ 38,411.14	\$ 39,179.36	\$ 39,962.95
Step 10	\$ 38,762.07	\$ 39,537.31	\$ 40,328.06	\$ 41,134.62

**ALL STEP MOVEMENT FROZEN DURING TERM OF AGREEMENT**

### ATTENDANCE OFFICER

	2013-14	2014-15	2015-16	2016-17
Annual Salary	\$ 42,523	\$ 43,373	\$ 44,240	\$ 45,125