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Arlington Central School District And
Arlington Salaried Teaching Assts
Assn

AGREEMENT

by and between

THE ARLINGTON CENTRAL SCHOOL DISTRICT

-and-

**THE ARLINGTON
SALARIED TEACHING ASSISTANTS'
ASSOCIATION**

July 1, 1998 - June 30, 2001

23 Employees

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PREAMBLE

This is an agreement between Arlington Central School District and the Arlington Salaried Teaching Assistants' Association of the Arlington Central School District, covering the terms and conditions of employment of the members of the Association as defined in Article 1.

ARTICLE 1 - RECOGNITION

The Arlington Central School District, hereinafter referred to as "the District", has recognized the Arlington Salaried Teaching Assistants' Association of the Arlington Central School District, hereinafter referred to as "the Association", as the exclusive bargaining agent for the negotiation unit of all regularly employed full-time and half-time salaried teaching assistants.

Recognition has been granted contingent to 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 impose an obligation to conduct or assist in or participate in any strike or work stoppage upon its officers or members, against the District.

ARTICLE 2 - GRIEVANCE PROCEDURE

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

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.

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.

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 - WAGES

A. All members shall be paid pursuant to the salary schedule, set forth at Appendix "A", for the 1998-999 through 2000-01 school years.

B. Increments will be adjusted in July. Newly hired unit members will receive a step adjustment in July, provided they were hired prior to January 1 in the initial year.

ARTICLE 4 - INSURANCE

A. Health Insurance

1. The School District shall pay 100% of the individual premium cost for health insurance under the Dutchess Health Plan, or at the District's option, the State Health Insurance Plan, for unit members who are regularly employed to work twenty (20) or more hours per week. Effective January 1, 1995, teaching assistants who wish to avail themselves of family coverage shall pay eight percent (8%) of the entire monthly family premium cost and the District shall pay ninety-two percent (92%) of the entire monthly family premium cost. The District shall implement a Section 125 Internal Revenue Code Premium Only Plan to allow for unit members with family coverage to have the entire amount of the employee premium contribution paid for under such premium plan. In the event that the employee premium contribution under the Section 125 IRC Plan is declared taxable, the employee premium contribution requirements shall revert back to the language in effect before January 1, 1995. The Association agrees that the District shall have the right to change health insurance plans, without a further requirement to negotiate such change, but upon at least sixty (60) days prior notice to unit members, to a comparable plan.

2. Should the Arlington Teachers Association agree to change health insurance plans to the DEHC PPO Plan, this bargaining unit shall change over to said plan, effective July 1, 1998.

3. 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
Community Health Plan (Kaiser Permanente)
Independent Health Participating Provider Plans

4. 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.

5. 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 in 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 the full daily rate of 1/200th 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.

Individual health insurance coverage shall be paid at 100% by the District for the life of the retired employee.

B. Dental Plan

Full-time unit members shall be provided with a dental plan at a rate not to exceed five hundred and seventy-five dollars (\$575.00) per participant per year.

C. Life Insurance

Effective July 1, 1989, all full-time teaching assistant employees shall be eligible for \$10,000 face amount of group life insurance and \$10,000 face amount of group accidental death and

dismemberment insurance under the District's policy presently in effect. Such life insurance and accidental death and dismemberment insurance is subject to the enrollment and coverage requirements of the carrier. The premium cost will be borne 50% by the District and 50% by the electing employee. The District reserves the right to change the insurance carrier and it is understood that the premium cost is subject to change by the carrier.

D. Welfare Trust

The District shall contribute to the ASTAA Welfare Trust Fund, for each bargaining unit member who participates in a health plan, the sum of \$100 in each year of the Agreement. The Board shall have the right to inspect the books and records of the Trust Fund upon request.

ARTICLE 5 - BENEFITS

A. New York State Teachers Retirement System.

B. Tax Sheltered Annuities

Deductions shall be made from the salary of any teaching assistant in the Association who wishes to participate in a plan for the purchase of an annuity. Upon filing the proper forms with the District, the District will deduct the amount of the tax shelter from the paycheck.

C. Part-Time Employees

Part-time employees (salaried) are to receive all the benefits granted full-time employees, on a pro-rated basis, unless this Agreement specifies otherwise.

ARTICLE 6 - EDUCATIONAL ADVANCEMENT

A. Upon prior approval from the Superintendent or his/her designee, Teaching Assistants shall be reimbursed for the actual cost of a course taken or up to \$75.00 per credit hour, whichever is less, for courses taken at the college level. Maximum payment will not exceed \$225.00.

B. Upon prior approval, as stated above, non-credit workshops and courses will be reimbursed up to a maximum of \$65.00.

C. Upon prior approval, teaching assistants taking a District or BOCES in-service course of at least fifteen (15) hours of in-class instruction, will be compensated on a one time basis of \$100.00 upon the successful completion of the in-service course.

D. No courses will be approved that are not directly related to the improvement or efficiency of that person in the job the employee holds.

E. In general, acceptable courses and workshops will be limited to the educational field including training in the educational use of computers.

F. A First Aid course would be approved.

G. Reimbursement for courses will only be processed after proof of satisfactory completion is submitted to the Superintendent or his/her designee.

ARTICLE 7 - LEAVES

A. Sick Leave

1. Employees in the bargaining unit shall be entitled to thirteen (13) days of sick leave per year, which may be accumulated up to a maximum of 165 days. Such employees shall also be eligible to join the District's non-unit sick bank pursuant to the rules of said bank. Notwithstanding the above, in the case of new employees or employees who do not have accumulated sick leave (except for tenured unit members), sick leave will be granted on a pro-rata basis per month.

2. The District, through its representative, may require a doctor's statement regarding an illness.

3. Sick Bank: Teaching Assistants will be eligible to join the non-unit sick bank provided by the District.

B. Sick Leave Upon Retirement

Retiring full-time ten-month teaching assistants who are at least 55 years of age shall be entitled to receive their last year's daily salary rate payment for all accumulated sick leave in excess of fifty (50) days. However, the total paid to any teaching assistant will not exceed \$2,000.00. To be eligible for this benefit, teaching assistants electing to retire shall notify the District of their irrevocable intent to retire at least three (3) months in advance of their retirement date.

Individual health insurance coverage shall be paid at 100% by the District for the life of the retired employee.

C. Personal Leave/Bereavement Leave

1. Two (2) days personal business: this may be used at one time or may be taken in one-half day blocks, up to the total hours worked in two (2) days. This leave will not be granted the day before or the day after a holiday unless the employee can satisfactorily explain the necessity for the absence for business purposes. One (1) day of personal leave, non-cumulative, may be deferred to the next school year. Any unused whole personal days will be converted to sick time. In their first year of employment, anyone starting work after January 1 will be given one (1) day of personal leave.

2. Three (3) days bereavement leave: Three (3) days of bereavement leave will be granted to any employee who suffers a death in his/her immediate family. Immediate family shall be defined as wife or husband, son or daughter, mother or father, mother-in-law and father-in-law, brother or sister, brother-in-law or sister-in-law, grandmother or grandfather.

3. One (1) day bereavement leave will be granted for attendance at funerals of relatives or friends other than those stated in paragraph 5.2, above. Only the time necessary to attend the funeral will be considered as a basis for this leave.

4. Personal time or bereavement leave will not be granted for any reason should the necessity for this leave occur at a time other than the time the employee would be working. Should the need for personal leave or bereavement leave occur on weekends or holidays, time will not be granted at another time nor will additional pay be granted.

D. Child Care Leave

1. Unit members shall be entitled to a child care leave of absence in the event of the birth of a child or adoption of a child under the age of five, provided that at least ninety (90) days prior notice of the expected leave date is given to the District in writing. Where ninety (90) days prior notice is not practicable in the case of an adoption, then, as much notice as is practicable shall be given to the District. All child care leave shall terminate at the end of the school year when granted, whereupon the employee shall be returned to a position as a teaching assistant. No later than April 1st, unit members on child care leave shall notify 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.

E. Jury Duty

1. Employees scheduled for jury duty shall be compensated by the District subject to the return to the District of money earned as a juror.

ARTICLE 8 - WORK YEAR - WORK DAY

A. Hours of Work

The work week shall be Monday through Friday. The Teaching Assistants will work eight (8) hours a day, inclusive of a minimum thirty (30) minute duty free lunch period and at least one (1) work break.

B. School Calendar

All Teaching Assistants will work the teacher attendance calendar.

C. Snow Days and Emergency Closings

Teaching Assistants will not be required to work on snow days. If there is an emergency school closing while school is in session, Teaching Assistants may leave after the building has been vacated by students. If the after-school activity buses are canceled due to inclement weather or other emergency, Teaching Assistants may leave after the building has been vacated by students.

All Teaching Assistants may leave their respective building ten (10) minutes after the end of the regular school day before a three-day weekend or a long vacation, before a school holiday that falls during the school week and on the day on which an evening open house for parents occurs.

D. Faculty Meetings

Teaching Assistants are encouraged to participate in faculty meetings that deal with relevant issues. The Building Principal will determine faculty meetings that shall be attended.

ARTICLE 9 - NEGOTIATIONS

During the negotiating period, 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 any pertinent records, data and information of the Arlington School System available on a public basis.

ARTICLE 10 - ASSAULTS/ACCIDENTS

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.

2. Whenever an employee is absent from work as a result of a 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).

3. If a Teaching Assistant's car is vandalized while on school property and the damage to that vehicle exceeds \$200.00, the District shall compensate the Teaching Assistant for such vandalism, up to \$200.00, provided that the Teaching Assistant first files a police report and a claim against his or her insurance carrier. The Teaching Assistant must carry appropriate insurance against which such a claim shall first be made.

ARTICLE 11 - ASSOCIATION MEETINGS AND BUSINESS

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 (1) 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.

2. The Association shall have free use of the mailboxes to distribute materials to its membership as well as inter-school mail privileges.

3. The Association may use the copier facilities without charge. The Association will supply the paper.

ARTICLE 12 - ASSOCIATION RIGHTS

A. Board Agenda

One (1) copy will be provided to the Association along with one (1) copy of the Board Meeting Minutes.

B. Vacancies

The District shall post notices in each school building of all vacancies and new positions in the bargaining unit, including the building location prior to the date of filling such position so that existing unit members may have the opportunity to apply for a transfer.

C. Copies of This Agreement

Copies of this Agreement shall be printed at Board expense and a copy given to each Salaried Teaching Assistant.

ARTICLE 13 - 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 14 - DURATION OF AGREEMENT AND REOPENING

This Agreement shall be effective as of July 1, 1998 and shall continue in effect through June 30, 2001. The Association agrees that all negotiable items have been discussed during the negotiations and will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement. Any District policies unaltered or unchanged by the language of this agreement shall remain in force and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement. In the event either party wishes to amend this Agreement, all negotiations proposals will be submitted no earlier than February 1, 2001 nor later than February 15, 2001. Negotiations must commence no earlier than March 1, 2001 and no later than March 15, 2001.

THE ARLINGTON SALARIED TEACHING ASSISTANTS' ASSOCIATION OF THE ARLINGTON CENTRAL SCHOOL DISTRICT HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW.

THE ARLINGTON CENTRAL SCHOOL DISTRICT

BY: John Simpson
PRESIDENT, BOARD OF EDUCATION

BY: Donald Rothman
SUPERINTENDENT OF SCHOOLS

THE ARLINGTON SALARIED TEACHING ASSISTANTS' ASSOCIATION

BY: Marjorie L. Cylman
ASSOCIATION PRESIDENT

APPENDIX "A"
SALARY SCHEDULE

1998-99 - 2000-01

	1998-98	1999-2000	2000-01
1.	\$13,333	\$13,968	\$14,317
2.	\$13,627	\$14,365	\$14,724
3.	\$14,015	\$14,759	\$15,128
4.	\$14,399	\$15,158	\$15,537
5.	\$14,789	\$15,553	\$15,942
6.	\$15,174	\$15,950	\$16,348
7.	\$15,561	\$16,347	\$16,755
8.	\$15,948	\$16,742	\$17,160
9.	\$16,333	\$17,139	\$17,567
10.	\$16,721	\$18,130	\$18,583
11.	\$17,687	\$18,512	\$18,975
12.	\$18,061	\$18,897	\$19,369
13.	\$18,436	\$19,280	\$19,762
14.	\$18,810	\$19,662	\$20,154
15.	\$19,183	\$20,046	\$20,547
16.	\$19,557		
17.			

Bargaining unit members shall advance a step each year of this Agreement.

Longevity payments of \$300.00 will take effect after fifteen (15) and twenty (20) years of service.

A satisfactory rating during a given year shall be a prerequisite for a raise for the following year.