Contract Database Metadata Elements

Title: Watertown City School District and Watertown Instructional Teachers Assistants Association (2008) (MOA)

Employer Name: Watertown City School District

Union: Watertown Instructional Teachers Assistants Association

Effective Date: 07/01/08

Expiration Date: 06/30/11

PERB ID Number: 6441

Unit Size: 70

Number of Pages: 15

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

For additional information on the ILR School - http://www.ilr.cornell.edu/
Contract Database Metadata Elements

Title: Watertown City School District and Watertown Instructional Teacher Assistants Association (2008)

Employer Name: Watertown City School District

Union: Watertown Instructional Teacher Assistants Association

Local:

Effective Date: 07/01/08

Expiration Date: 06/30/11

PERB ID Number: 6441

Unit Size: N/A

Number of Pages: 15

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For additional information on the ILR School - http://www.ilr.cornell.edu/
The Board of Education of the Watertown City School District of the City of Watertown, New York, having recognized the Watertown Instructional Teacher Assistants Association as the exclusive representative of all employees of said school district engaged in the performance of duties as regularly employed Teacher Aides, Licensed Practical Nurses, Health Aides, 10-Month Clerical Workers, and Teacher Assistants does hereby enter into the following agreement.

In accordance with Section 208 of the Civil Service Law of the State of New York, such recognition shall entitle said Association to the rights, benefits, protection and obligations accorded by law.

In response to said recognition and in accordance with Section 210 of the Civil Service Law, the Watertown Instructional Teacher Assistants Association hereby reaffirms that said Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike, said affirmation to continue in effect throughout the period of recognition.

ARTICLE I
DURATION OF AGREEMENT

This Agreement and all of its terms and provisions is effective and shall remain in full force for a period of three school years commencing July 1, 2008, and terminating June 30, 2011, and shall control and govern all matters herein set forth throughout said period.

ARTICLE II
MODIFICATION

By mutual consent of the Superintendent of Schools and the Watertown Instructional Teacher Assistants Association (WITTA), the terms of this Agreement may be altered.

ARTICLE III
DUES DEDUCTION

In accordance with the Taylor Law and as addressed in the Preamble of this contract, the District hereby grants dues deduction to the Watertown Instructional Teacher Assistants Association as outlined below:

1) On or before October 1 of each school year, the authorization of the employee desiring dues deductions shall be filed with the Clerk of the Board of Education.

2) On or before said date, the President or Treasurer of the Watertown Instructional Teacher Assistants Association shall file with the Clerk of the Board a certification of the current rate of dues, together with a list of its officers and the names of individuals by school buildings desiring dues deductions, and the total amount of deduction for each.

3) Deductions of the total amount authorized by a particular individual shall be made in
equal installments from all succeeding payrolls commencing with the second payroll in October of each school year.

4) The District shall transmit monthly to the Treasurer of the Watertown Instructional Assistants Association all dues deductions collected.

**ARTICLE IV**

**DEFINITIONS**

**TEACHER AIDE** - A Teacher Aide may be assigned by the Board of Education to assist teachers in such non-teaching duties as:

a) managing records, materials, and equipment;

b) attending to the physical needs of children, and

c) supervising students and performing such other services as support of teaching duties when such services are determined and supervised by teachers.

**TEACHER ASSISTANT** - A Teacher Assistant is appointed by the Board of Education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

**DUTIES** - Teacher Assistants assist teachers by performing duties such as:

a) working with individual pupils or groups of pupils on special instructional projects;

b) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;

c) assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;

d) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign language, arts, crafts, music, and similar subjects;

e) assisting in related instructional work as required.

f) Substituting shall not be defined as a primary duty of Assistants. Assistants shall be called upon to substitute for a teacher only on an emergency basis.

**HEALTH AIDE** - Administers first-aid to, and helps to conduct vision, hearing, and other tests for students; does related work as required under the supervision of the school registered nurse.

**LICENSED PRACTICAL NURSE** –

**DUTIES:**

a) provides health service to promote, protect, maintain, and improve the health of pupils;

b) communicates and counsels with both students and adults on health-related matters;

c) observes student activity in the health office and reports clinical observations or information obtained to the RN for further assessment;

d) serves as a resource person in health instruction;

e) trains and supervises ancillary personnel;

f) carries out the duties of the nurse in the school with detailed procedures as set forth in the Health Services Manual.
TEMPORARY APPOINTMENTS: One-to-One Teacher Aides

The Association understands that in certain cases, the Board of Education may make temporary appointments for one-to-one teacher aide positions to accommodate student and District needs.

Employees who work, or are expected to work, in excess of 90 school days of the normal school year (or continuously over two (2) school years exclusive of the summer months), shall receive the Step 1 hourly rate for that position and statutory benefits including retirement (if eligible), unemployment insurance, social security, and Workers’ Compensation. The temporary employee will not accrue seniority, will not earn leave benefits, receive health insurance, or other fringe benefits.

Temporary employees who work on a continuous basis without a break in service (a break in service is defined as any such periods of absence by the employee in excess of ten consecutive working days) in excess of 90 school days will be appointed to a position. Provided no break in service has occurred, seniority for layoff purposes only will be retroactive to the initial temporary appointment date. The subsequent permanent appointment by the Board of Education will then be subject to Civil Service probationary rules. The District shall inform the Association president immediately of any such temporary appointments.

ARTICLE V
SALARY SCHEDULE

The hourly salary of each employee covered by this Agreement shall be determined in accordance with the salary schedules (Appendix “A”) attached hereto.

If an employee is expected to work beyond his/her normal workday due to student field trips, performances, or other events, providing this is not makeup time because of hours lost, then the employee shall be paid at his/her regular rate. For time worked beyond forty (40) hours in any one week, the employee will be paid at time and one-half.

It is the intent of the above that employees will be paid for actual hours worked.

In determining years of service, an employee is hired pursuant to a fiscal year calendar, which commences on July 1 of any year and ends on June 30 of the subsequent year. For longevity and step movement determination, a full year’s employment credit shall be granted if the employee was actually hired on or before December 31 of any fiscal year.

When members of this bargaining unit accept Watertown City School District coaching positions, as defined in the agreement by and between the Superintendent of Schools of the Watertown City School District and the Watertown Educational Association, the parties agree that compensation will be provided for as prescribed by Appendix “C” of such Agreement.

ARTICLE VI
LEAVES OF ABSENCE

NECESSARY (PERSONAL) BUSINESS DAYS:

All employees covered by this Agreement are entitled to two (2) necessary business days per year subject to the following:

1) Normally a reason or excuse for a necessary business absence will not be required, but reasonable notice must be given by the employee to his/her immediate supervisor or the Director of Human Resources. Whenever possible, at least forty-eight (48) hours
advance notice for the use of a necessary business day will be given.

2) In the absence of special circumstances to be reported by the employee to his/her immediate supervisor and to the Superintendent of Schools, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.

3) Unused necessary business days can accumulate to a maximum of five (5) days per each employee. All unused necessary business days in excess of those five (5) days shall accrue as sick leave and are added to any balance accrued at the end of each school year.

SICK LEAVE:
All employees covered by this agreement are entitled to ten (10) sick leave days per year cumulative to a total of 200 days subject to the following:

1) For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.

2) A doctor’s certificate or other proof acceptable to the district may be required for any absence for sickness after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps as necessary to verify appropriate use of such leave.

3) Unit members will be charged hourly for sick leave usage.

FAMILY ILLNESS:
All employees covered by this agreement are entitled to five (5) days per year for illness in the immediate family subject to the following:

1) For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half months of actual employment in that year.

2) Immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Spouse, Grandchild, Grandparent, or relative living in the same household.

3) When an employee is absent for three (3) or more consecutive workdays per family illness, the District may request a doctor’s statement certifying as to the person who is ill and the nature of the illness.

4) Days allowed for family illness do not accumulate from year to year.

BEREAVEMENT LEAVE:
All employees covered by this agreement are entitled to Bereavement Leave, for death in the immediate family, subject to the following:

1) Immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Spouse, Grandchild, Grandparent, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Daughter-in-law, Son-in-law, Aunt, Uncle, or relative living in the same household.

2) In cases of relative other than the above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent of Schools, written justification as to the closeness of relationship. In these instances, it is understood that there is no requirement to grant five (5) days of leave and that the District will consider other
relations on a case-by-case basis. Furthermore the District reserves the right to limit leave time to the day of the funeral only.

3) Each employee will be entitled to five (5) days' absence for each death in the family.

NOTE: Days as contained in this Article are prorated on actual average hours worked per day.

ARTICLE VI-A
SICK LEAVE BANK

Both parties agree that the District will maintain a sick leave bank for all non-instructional employees of the Watertown City School District.

ARTICLE VII
EXTENDED ABSENCE

Any employee who is unable to return to work after exhausting his/her sick leave may apply for a leave of absence without pay for a period not exceeding one (1) year. If said leave is granted, and the employee at the expiration of such leave continues unable or for any reasons fails to return to work, his/her employment then terminates, and the Board of Education may make a new appointment to his/her former position. In cases where the Board of Education has granted a leave of absence to an employee, said employee may contribute the Board of Education's share to both health and dental insurance if s/he wishes to retain these benefits during this leave.

ARTICLE VIII
HEALTH INSURANCE

For employees who work thirty (30) hours or more per week, the employee will contribute toward the health care plan premium for his/her coverage as follows:

a) For employees hired prior to July 1, 2006, the District will pay 90% of the employee’s premium cost and the employee will pay 10%. The employee’s share of the premium cost will be deducted from the employee’s paycheck. For employees hired after June 30, 2006, the District will pay 85% of the employee’s premium cost and the employee will pay 15%.

b) Employees hired before July 1, 2006, will continue to be eligible for health insurance at retirement after five years of service in the District, paid at 100% by the District.

c) Each unit member shall have the right to participate in a full IRS 125 cafeteria plan.

d) Health Insurance coverage upon retirement:

1. Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirements:
   A. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
B. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Teachers' Retirement System or NYS Employees' Retirement System;

C. meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

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<th>District Premium Contribution</th>
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<td>25+</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Should the carrier for this plan be changed, the District will provide for essentially the same or equivalent coverage.

**ARTICLE IX**

**DENTAL INSURANCE**

The District will pay, if requested, a maximum of $50 per year toward individual plan or $100 per year toward the family plan for each employee who works thirty (30) or more hours per week.

It is understood the District and all its bargaining units must agree to a change in dental insurance provider or any change to existing benefits or coverage. Any recommendation to change plans shall require the approval of the Board of Education.

**ARTICLE X**

**RETIREMENT INCREMENT**

Any employee, covered by this Agreement, who retires after the completion of ten (10) years of service in the Watertown City School District, shall be compensated for accumulated sick leave up to 200 unused days at $14 per day.

Employees working four (4) hours or less per day will be compensated at one-half of the above rates.

**ARTICLE XI**

**RETIREMENT PLAN**

Unit members covered by the New York State Employees’ Retirement System have the option of not being compensated by the District for accumulated sick leave but applying the unused sick leave as additional service credit upon retirement (Section 41-j). Under NYSERS allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar year basis. This time cannot be used to qualify a member for a benefit, i.e., toward minimal service. Teaching assistants are covered by the NYS Teachers’ Retirement System so do not qualify for this benefit.
ARTICLE XII
EMPLOYMENT OPENINGS

1) Seniority Layoff and Recall
   a) Teacher Assistants, Teacher Aides, Health Aides, Licensed Practical Nurses, and 10-
      Month Clerical Workers will have separate seniority lists determined by the person’s
      classification in the Teachers’ Retirement System or Civil Service appointment. When
      positions are reduced, the person with the least seniority in that position shall be laid off
      first. Persons laid off shall be placed on a recall list for the position from which they were
      laid off, for a period of one (1) year from the date they were laid off. When a vacant
      position becomes available, in the area the employee was laid off from, the most senior
      person on the recall list in that area from which they were laid off, will be offered the
      position. If an offered position is refused, the person will be removed from the recall list.
   b) The provisions of New York State Education Law §2510 will govern the layoff and recall
      of Teacher Assistants.

2) Filling Vacancies
   c) The District will notify the President of the Association when vacancies in the bargaining
      unit occur during the school year.
   d) Bargaining unit members may apply for a vacant position. If a bargaining unit member is
      selected for a vacant position with a different retirement system (i.e. Teacher Aide to
      Teacher Assistant or vice versa), then the employee’s seniority will not be carried over to
      the new position. They will start accruing seniority in the new position only.
   e) In determining years of service, an employee is hired pursuant to a fiscal year calendar
      that commences on July 1 of any year and ends on June 30 of the subsequent year. For
      longevity and step movement determination, a full year’s employment credit shall be
      granted if the employee was actually hired on or before December 31 of any fiscal year.
      All such openings that occur during the school year shall be posted in each District
      building where members can view them. In addition, the District shall send an email to
      each member’s school email address informing them of these openings during the
      school year and during the summer months. Upon applying, all unit members shall be
      given the same interview consideration as other applicants. Seniority in continuous
      employment in the District may be used to determine hiring when all else is equal.

ARTICLE XIII
SCHOOL CLOSINGS

1) EMERGENCY SCHOOL CLOSINGS:
   a) When schools are closed due to emergency conditions, employees covered by this
      Agreement are not to report for work unless specifically directed to report by the Building
      Principal and/or immediate Supervisor. Employees who are directed and report for work
      shall receive their regular salary for that day.
   b) When an individual school is closed due to emergency conditions, only those employees
      assigned to that school are not to report for work unless specifically directed otherwise.
   c) On days when the district delays or releases early due to inclement weather or
      emergency conditions, employees covered by this Agreement who report for work will
      not be charged leave or otherwise suffer any loss of pay for those hours for which the
      school delayed or released early.
d) In order to allow leave time for inclement weather or when schools are closed due to emergency conditions, the District agrees to allow employees covered by this Agreement, with the exception of 10-month clerical workers, to use up to four (4) days of paid inclement weather leave for the 2008-2009 school year; up to five (5) days of such leave for the 2009-2010 school year; and up to six (6) days of such leave for the 2010-2011 school year and thereafter. Ten-month clerical workers are considered essential personnel and are expected to report to work on such days. Furthermore, in the event that an eligible employee has no accumulated inclement weather leave remaining, the employee will be forced to take leave without pay on the day of the closing.

e) Upon separation of service by resignation or retirement, any accrued inclement weather leave will be forfeited and not paid for.

2) PLANNED SCHOOL CLOSINGS:

   a) When school is closed for Superintendent's Day or any other planned closing and this announcement is made at least the day prior to the closing, employees will not be required to report for work unless specifically directed otherwise, and shall not be paid for this day. Supervisors are encouraged to have employees report on Parent-Teacher Conference Days for planning purposes, assist with conferencing, or any other appropriate activity.

   b) When an employee is specifically directed to report for work, they will receive wages for the actual hours worked.

   c) If the District makes reporting for work optional, then the employee shall be paid for their regular workday.

   d) The District will schedule one four-hour in-service workshop for members of the bargaining unit, to be held concurrently with a Superintendent's Conference Day. A committee, chosen by the Association, shall develop a plan for the four-hour session, and shall deliver the plan to the Superintendent of Schools for implementation. The plan shall be submitted three months in advance of the Superintendent's Conference Day.

      The in-service workshop shall be a required four-hour workday for all members of the bargaining unit. Employees will be paid for four (4) hours at their regular rate.

   ARTICLE XIV
   HOLIDAYS

1) The following days shall be observed as paid holidays for the duration of this contract:


2) Good Friday will only be a workday if it is an instructional workday (make-up) and teachers work and students are in session.

   ARTICLE XV
   GRIEVANCE PROCEDURE
This article is to provide an orderly system for the prompt hearing and resolution of grievances.

Definitions:
"Grievance" shall mean any alleged violation, misinterpretation, or inequitable application of this Agreement.
"Grievant" shall mean any employee, group of employees, or the Association.

General Provisions:
The procedure is as follows:

Any employee believing s/he has a grievance shall have the right to represent that grievance free from interference, coercion, restraint, discrimination, or reprisal. Any interference, coercion, restraint, discrimination, reprisal, or threat of it shall be cause for disciplinary action against the employee who causes the interference.

Each grievant shall be entitled to representation at every stage of the grievance procedure, at all conferences between himself/herself and his/her supervisor regarding the grievance, and at all hearings in connection with it.

Each administrator or supervisor to whom a grievance is presented in accordance with this procedure shall hear it promptly and shall endeavor to reach a fair determination within the scope of his/her authority. The administrator or supervisor shall promptly prepare written responses required by this procedure.

PROCEDURE:

Stage 1: The grievant shall present his/her grievance orally to his/her immediate supervisor within five (5) working days after the grievance or the occasion from which it arises first becomes known to the grievant. The grievant and the supervisor shall use their best efforts to resolve the grievance informally within three (3) working days after it is first presented by the grievant. The supervisor shall notify the grievant not later than the third day if resolution of the grievance cannot be accomplished at this stage.

Stage 2: If the grievance is not resolved at Stage 1, the grievant may prepare a written statement of the grievance, and within five (5) working days may present that request or review of the grievance to the Director of Human Resources.

Within five (5) working days after receiving the grievance, the Director of Human Resources shall meet with the grievant to discuss the grievance. Within five (5) working days after such meeting the Director of Human Resources shall make a determination in writing and send a copy to the employee and to the President of the W.I.T.A.A.

Stage 3: If the grievance is not resolved at Stage 2, the grievant may, within five (5) working days, refer the grievance to the Superintendent of Schools.

Within five (5) working days after receiving the grievance, the Superintendent of Schools shall meet with the grievant to discuss the grievance. Within five (5) working days after such meeting, the Superintendent of Schools shall make a determination in writing and send a copy to the grievant and to the President of the W.I.T.A.A.

Appeal: If the grievance is not resolved at Stage 3, and if the grievant is dissatisfied with the determination at the conclusion of Stage 3, the grievant may within three (3) working days send to the President of the Board of Education a written appeal, and a statement of his/her reasons for making the appeal. Each request shall be presented to the next regular meeting of the Board of Education at which time the Board shall fix a date for a hearing before the full Board or committee of the Board to be attended by the employee and a representative of the Association. The employee shall be notified accordingly within the next two (2) working days.
The Board of Education shall issue its determination in writing within ten (10) working days after the hearing is held. A copy of the Board's decision shall be sent to the grievant and the President of the Association.

**ARTICLE XVI**

**EQUALITY OF OPPORTUNITY**

The parties to this contract agree that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, terms and conditions of employment, layoff, instruction or training opportunities for members or potential members of the bargaining unit on account of an individual's sex, ethnic origin, age, religion, or handicapping condition.

**ARTICLE XVII**

**SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XVIII**

**AGENCY FEE**

The Watertown City School District shall deduct from the wage or salary of employees in the bargaining unit, who are not members of the Watertown Instructional Teacher Assistants Association, the amount equivalent to the dues levied by the Association, and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off, except as otherwise mandated by law or this Agreement.

**ARTICLE XIX**

**TRAINING**

Whenever possible, training that is required of unit members shall be completed during work hours. Unit members shall be compensated at an hourly wage calculated pro-rata from their yearly wage when training outside or regular work hours is required by the District.

**ARTICLE XX**

**STATUTORY NOTICE**
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.

IN WITNESS WHEREOF THIS Agreement has been executed this 23rd day of June 2008.

WATERTOWN INSTRUCTIONAL TEACHER ASSISTANTS ASSOCIATION

President

Date

WATERTOWN CITY SCHOOL DISTRICT

Superintendent of Schools

Date
 AGREEMENT

by and between

THE SUPERINTENDENT OF SCHOOLS

of the

THE WATERTOWN CITY

SCHOOL DISTRICT

and

WATERTOWN INSTRUCTIONAL

TEACHER ASSISTANTS ASSOCIATION

July 1, 2008 - June 30, 2011

TABLE OF CONTENTS

Article I
Duration of Agreement ................................................................. 1
APPENDIX A - SALARY SCHEDULES 2008 – 2011

2008-2009
### 2010-2011 Schedule

<table>
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**APPENDIX A - SALARY SCHEDULES 2008 – 2011 (Continued)**

**2010-2011**
Ten-month clerical workers shall receive a 4.05% increase over their previous year’s rate of pay, exclusive of longevity for the 2008-2009 school year; a 3.9% increase over the 2008-2009 rate, exclusive of longevity for the 2009-2010 school year; and a 3.75% increase over the 2009-2010 rate, exclusive of longevity for the 2010-2011 school year.

Ten-month clerical workers who, at the beginning and for the duration of this Agreement, are commencing their tenth (10), fifteenth (15), twentieth (20), twenty-fifth (25), or thirtieth (30) year of District service respectively in the District shall be entitled to an increment of $525 for each year. Such increment shall be in addition to the employee’s base salary.

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