Contract Database Metadata Elements

Title: Hendrick Hudson School District and Hendrick Hudson Teacher Aide and Monitor Association (2009)

Employer Name: Hendrick Hudson School District

Union: Hendrick Hudson Teacher Aide and Monitor Association

Effective Date: 07/01/09

Expiration Date: 06/30/12

PERB ID Number: 5240

Unit Size: 73

Number of Pages: 19

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/
AGREEMENT

BETWEEN

BOARD OF EDUCATION

HENDRICK HUDSON SCHOOL DISTRICT

AND

HENDRICK HUDSON TEACHER AIDE AND MONITOR ASSOCIATION

JULY 1, 2009 – JUNE 30, 2012
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article I – PREAMBLE</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE II – RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE III – CONTRACT DURATION</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE IV – DUES AND AGENCY FEE</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE V – GRIEVANCE PROCEDURE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE VI – SALARY &amp; PAID HOLIDAYS</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE VII – LENGTH OF ASSIGNED DUTY</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE VIII – FRINGE BENEFITS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE IX – LEAVE PROVISIONS</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE X – SENIORITY</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE XI – VACANCIES AND TRANSFERS</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE XII – PERSONNEL FILE</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE XIII – TEACHER AIDE PERFORMANCE APPRAISAL REPORT.</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE XIV – ASSOCIATION RIGHTS</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE XV – COMPATABILITY WITH LAW</td>
<td>16</td>
</tr>
</tbody>
</table>
ARTICLE I - PREAMBLE

1. This agreement is entered into by and between the Superintendent of Schools on behalf of the Hendrick Hudson School District, hereinafter called the “District” and the President of the Hendrick Hudson Teacher Aide and Monitor Association, hereinafter called the “Association.”

2. Pursuant to Section 204a of the New York State Civil Service Law: 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 II - RECOGNITION

The Hendrick Hudson School District Board of Education has recognized the Hendrick Hudson Teacher Aide and Monitor Association as the exclusive bargaining agent for a negotiating unit defined as: teacher aides, special education aides, monitors and teaching assistants excluding per diem and temporary substitutes. The recognition occurred at the Public Meeting of the Board of Education on January 31, 1979.

ARTICLE III - CONTRACT DURATION

The present agreement will commence on July 1, 2009 and expire on June 30, 2012. Negotiations for a successor agreement will commence four (4) months prior to the expiration of the agreement now in force.

ARTICLE IV - DUES AND AGENCY FEE

Pursuant to section 208.1 (a) of the Taylor Law, the District shall deduct the total dues for the Hendrick Hudson Teacher Aide and Monitor Association from the salaries of bargaining unit members who have so authorized the District in writing by September 15 of each year, and shall transmit the dues to the Association. These deductions shall be taken out over 20 pay periods. The Board agrees to deduct from the salaries of its employees governed by this agreement, dues in the amount stipulated by the Association. Effective September 1, 1983, the Hendrick Hudson School District shall deduct from the wage or salary of all employees in the bargaining unit
defined by Article II of this agreement, including those who are not members of the Hendrick Hudson Teacher Aide and Monitors Association, the amount equivalent to the dues levied by the Hendrick Hudson Teacher Aides and Monitors Association and shall transmit the sum so deducted to the Association, in accordance with section 208.3 (b) of Article 14 of the Civil Service Law, as amended. The Association affirms that it has adopted and will maintain such procedure for refund of agency fee deduction as required in section 208.3 (b) of Article 14 of the Civil Service Law, as amended.

The agency fee deduction shall be made following the same procedures as applicable for dues deduction provided for above.

The Association shall indemnify and hold harmless the District from the claims of any employee made in connection with the implementation of this provision. The Association shall certify to the Board in writing the current rate of membership dues for each organization covered in this Article. The Association shall notify the Board thirty (30) days prior to the effective date of any change in the rate of membership dues.

ARTICLE V – GRIEVANCE PROCEDURE

A "grievant" shall mean an employee affected by a claimed violation or misinterpretation of the contract.

A "day" shall mean a school day.

Procedure

Any affected employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within twenty (20) days after the grievant knew or should have known of the act or condition, which is basis of the complaint. A grievant has a right to be represented by an Association representative or NYSUT Field Representative. The grievance shall contain a statement of the act of underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The immediate supervisor shall hold a hearing on the grievance within ten (10) days of the receipt of the grievance. The grievant shall be present at such hearing. Within ten (10) days after the hearing, the immediate supervisor shall issue a written decision, which shall be sent to the grievant.
LEVEL TWO: In the event that the grievance is not amicably resolved at the first step hearing or by the decision, the grievant shall, within ten (10) days after the receipt of the decision, appeal to the Superintendent of Schools. Appeals to the Superintendent shall be heard by the Superintendent or by the Superintendents designee within ten (10) days after the receipt of the appeal. The grievant shall be present at such hearing. Within ten (10) days after the hearing, the Superintendent shall issue a written decision, which shall be sent to the grievant.

LEVEL THREE: If the grievance is not resolved at Level Two, the grievant may appeal to the Board of Education within twenty (20) days after receiving the determination made at Level Two. Within twenty (20) days after receipt of this appeal, the Board shall hold a hearing. The grievant shall be present at such hearing. The grievant shall be entitled to three (3) days notice of such hearing. Within fifteen (15) days after the hearing, the Board shall issue a grievance decision to the grievant.

LEVEL FOUR: Within fifteen (15) days after receipt of the Board’s decision, an appeal may be taken to arbitration, upon approval of the TAMA Executive Board, under the rules for voluntary arbitration of the American Arbitration Association by filing a demand for arbitration with the clerk of the District and The American Arbitration Association. The selected arbitrator will have authority only to decide if the contract has been violated. The arbitrator shall have no power or authority to order any remedy or to make any decision, which requires the commission of an act prohibited by law or which is a violation of the terms of this agreement. The decision of the arbitrator shall be final and binding upon all parties. The cost for service of the arbitrator, including expenses, if any, will be borne equally by the District and the Association. The powers of the arbitrator shall be limited by the express language of this agreement and shall not be interpreted or expanded by the arbitrator.

MISCELLANEOUS:

1. Failure of the responsible agent of the district to respond within the time period provided by the contract shall allow an immediate appeal to the next step, unless an extension of time is agreed to by the grievant and representative of the District.

2. A grievant may be represented at all stages of the grievance procedure by a representative of his own choosing or by a representative of the TAMA.
ARTICLE VI – SALARY & PAID HOLIDAYS

A. SALARY SCHEDULE FOR EMPLOYEES HIRED PRIOR TO 6/30/94

The salary for employees hired prior to 6/30/94 shall be increased by 2.75% effective 7/1/2009, 2.80% effective 7/1/2010, and 2.95% effective 7/1/2011. Any employee hired prior to 6/30/94, whose hourly rate is below the “years 12+ step”, shall have their hourly rate increased to the hourly rated received by individuals on the “years 12+ step”.

B. SALARY SCHEDULE FOR EMPLOYEES HIRED AFTER 6/30/94

The salary schedule for employees hired after 6/30/94 shall be increased by 2.75% effective 7/1/2009, 2.80% effective 7/1/2010, and 2.95% effective 7/1/2011.

<table>
<thead>
<tr>
<th>TEACHER AIDES AND MONITORS</th>
<th>2008/09</th>
<th>2009/10</th>
<th>2010/11</th>
<th>2011/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>years 1 through 4</td>
<td>$12.74</td>
<td>$13.09</td>
<td>$13.46</td>
<td>$13.85</td>
</tr>
<tr>
<td>years 5 through 8</td>
<td>$13.79</td>
<td>$14.17</td>
<td>$14.57</td>
<td>$15.00</td>
</tr>
<tr>
<td>years 9 through 11</td>
<td>$14.84</td>
<td>$15.25</td>
<td>$15.68</td>
<td>$16.14</td>
</tr>
<tr>
<td>years 12 +</td>
<td>$16.88</td>
<td>$17.34</td>
<td>$17.83</td>
<td>$18.36</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIAL EDUCATION AIDES</th>
<th>2008/09</th>
<th>2009/10</th>
<th>2010/11</th>
<th>2011/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>years 1 through 4</td>
<td>$13.56</td>
<td>$13.93</td>
<td>$14.32</td>
<td>$14.75</td>
</tr>
<tr>
<td>years 5 through 8</td>
<td>$14.66</td>
<td>$15.06</td>
<td>$15.48</td>
<td>$15.94</td>
</tr>
<tr>
<td>years 9 through 11</td>
<td>$15.78</td>
<td>$16.21</td>
<td>$16.67</td>
<td>$17.16</td>
</tr>
<tr>
<td>years 12 +</td>
<td>$17.69</td>
<td>$18.18</td>
<td>$18.69</td>
<td>$19.24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TEACHING ASSISTANTS</th>
<th>2008/09</th>
<th>2009/10</th>
<th>2010/11</th>
<th>2011/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>years 1 through 4</td>
<td>$14.24</td>
<td>$14.63</td>
<td>$15.04</td>
<td>$15.49</td>
</tr>
<tr>
<td>years 5 through 8</td>
<td>$15.39</td>
<td>$15.81</td>
<td>$16.26</td>
<td>$16.74</td>
</tr>
<tr>
<td>years 9 through 11</td>
<td>$16.57</td>
<td>$17.03</td>
<td>$17.50</td>
<td>$18.02</td>
</tr>
<tr>
<td>years 12 +</td>
<td>$18.57</td>
<td>$19.08</td>
<td>$19.61</td>
<td>$20.19</td>
</tr>
</tbody>
</table>
C. **PAID HOLIDAYS**

Each employee shall be paid, at her respective daily rate for the following 9 holidays: President’s Day beginning in the 2007/08 school year. Columbus Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year’s Day, Martin Luther King Day and Memorial Day.

An employee who does not work the entire school year will be paid only for those holidays falling within the time she worked. Paid holidays which fall on a work day will be converted to an additional “personal” day.

D. Bargaining unit members shall work and be paid for the total number of school days in a school year. Bargaining unit members shall work the same number of days as the teachers, excluding any afterschool professional hours. The annual salary of bargaining unit members will be calculated as follows: 

\[
\text{Annualized Salary} = \left( \text{Number of School Days} + \text{Number of Paid Holidays} \right) \times \text{Daily Rate of Pay}.
\]

*school days include all days which teachers are required to work.

**daily rate of pay is hourly rate x hours worked per day

E. Employees who are requested by an Administrator to work beyond their normal work schedule shall be paid their hourly rate. Those employees who are requested by an Administrator to return to school after the end of the regular day shall be paid chaperone pay.

F. Teacher aides who act as interpreters will be compensated at the teacher CRC rate of pay, only when the work is performed outside of the employee’s normal work hours.

G. Administrators will decide who will substitute for a teacher. All teacher aides who substitute for a teacher, that regularly does not have a full-time teacher aide in the classroom, shall receive $40 in addition to their regular hourly rate of pay for the hours or work performed.

All Teacher aides who substitute for a teacher, that regularly has a full-time aide in the classroom, shall receive $45 in addition to their regular hourly rate of pay for the hours of work performed. All Teacher aides who substitute for a teacher’s full day shall be entitled to work the teacher’s full seven hour day and receive seven hours of their regular
rate of pay in addition to the applicable substitute pay.

Both of these rates will be pro-rated as following:

<table>
<thead>
<tr>
<th>Hours/Periods or mods</th>
<th>If there regularly is not a Full-time aide in the classroom</th>
<th>If there regularly is a full-time aide in the classroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$8</td>
<td>$9</td>
</tr>
<tr>
<td>2</td>
<td>$16</td>
<td>$18</td>
</tr>
<tr>
<td>3</td>
<td>$24</td>
<td>$27</td>
</tr>
<tr>
<td>4</td>
<td>$32</td>
<td>$36</td>
</tr>
<tr>
<td>5</td>
<td>$40</td>
<td>$45</td>
</tr>
</tbody>
</table>

H. When an employee applies for and is accepted to a new position with a higher salary schedule, the employee will be placed on the same step on the new salary schedule.

I. Each employee in the bargaining unit will receive the following longevity increment at the start of the 15th year of service prorated to hours and days worked:

- Teacher Aides and Monitors $2300
- Special Education Aides and Teaching Assistants $2350

Each employee in the bargaining unit will receive the following longevity increment at the start of the 18th year of service prorated to hours & days worked:

- Teacher Aides and Monitors $2450
- Special Education Aides & Teaching Assistants $2500

J. For workshops, outside of the normal work day and approved by the district, employees will be compensated at their current hourly rate of pay.

K. The District will normally include a statement with the first paycheck stating the salary, sick days accumulated and the step the employee is on. If it is not possible to include the statement in the first paycheck, the District will so notify the Association in writing, and the statement will be included with the second paycheck.
L. **Proctoring Stipend**

Bargaining unit members will receive the same rate as teachers for proctoring weekend and/or after school tests.

**ARTICLE VII – LENGTH OF ASSIGNED DUTY**

A. **WORK YEAR**

The normal year shall be the same as teachers, excluding any afterschool professional hours. In addition, bargaining unit members may be on duty other days, when requested by the District and agreed to by the employee. Bargaining unit members will be in attendance at evening parent conferences if requested by the building principal. The hours of assigned duty within each building will be distributed as equally as possible among the bargaining unit members in each job classification in that building. Such determination will be made by the building administrator.

B. **Full Time Daily Schedule**

A full-time daily schedule will consist of a seven hour day that includes one-half hour for lunch. An additional 15 minute break will be provided for bargaining unit members who work for more than 4 hours.

C. **BREAKS**

Schools shall form a building committee consisting of two (2) members of the Administration and two (2) persons appointed by the Association (to include the building rep assigned to the particular school). This committee shall be formed to review schedules for each school year in an effort to insure that breaks are available for all bargaining unit members. This provision shall only be utilized when there is a concern by the TAMA Executive Board regarding breaks for bargaining unit members in a building. No individual waivers shall be utilized for the waiving of breaks.

D. **REPORT CARD DAYS**

Members will work their full day on report card days that are calendar student days.
E. To permit flexibility in the scheduling of unit members, the District may designate up to five (5) positions, the work hours for which will commence up to one (1) hour prior to or which will end up to one (1) hour after the normal work day. Such position(s) will be posted for volunteers, provided if no unit member or insufficient unit members volunteer, the District may only unilaterally designate up to 5 such members for such position(s).

ARTICLE VIII – FRINGE BENEFITS

A. HEALTH INSURANCE

I. Eligible for Membership

a. Employed thirty hours or more per week or earnings of at least $9,500 per year. Employees hired prior to September 1, 1995 shall continue to be eligible provided they work thirty hours or more per week or earn at least $6,000 per year on an annual basis...at least six months for temporary employment. Employees hired on or after September 1, 1995 but prior to the 1996-97 school year, shall continue to be eligible provided they work thirty hours or more per week or earn at least $8,500 per year on an annual basis.

Employees will contribute the following amounts for the duration of the agreement:

<table>
<thead>
<tr>
<th></th>
<th>09/10</th>
<th>10/11</th>
<th>11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIVIDUAL</td>
<td>7%</td>
<td>8%</td>
<td>9%</td>
</tr>
<tr>
<td>FAMILY</td>
<td>9%</td>
<td>10%</td>
<td>11%</td>
</tr>
</tbody>
</table>

Percentages are based on the cost of each health insurance plan, family or individual, paid by the district, for that school year.

b. If an employee and spouse are employed by the District, one must take the health insurance waiver. The married employees may choose which spouse takes the family coverage. The other spouse will be eligible for a health insurance waiver. If any married employee retires with family coverage and the spouse who receives the coverage passes, the other spouse will be eligible for family coverage at the same contribution amount that was being paid by the spouse at the time of passing.

II. a. For employees hired prior to July 1, 2009, ten (10) years of service in the District shall be required for retirement health benefits. Starting July 1, 2009, new TAMA members (who have not been a member of TAMA before) will have to work for at least 15 years at the
district before being eligible for health benefits in retirement, i.e. years 10 to less than 15 years the employee pays 100% of premium in retirement; after completing 15 years or more they shall receive health insurance coverage in retirement as stated below.

The District shall pay the same premium cost for eligible retiree and dependents, as it does for active employees, that is, retirees will contribute the same amount towards health insurance as they did as an active employee at the time of retirement. This premium cost will be the same dollar amount that the eligible retiree was paying as an active employee at the time of retirement. Therefore, this dollar amount will not increase during their retirement.

b. Health insurance shall be provided through the Putnam/Northern Westchester Health Insurance Plan.

c. In the event the District elects to designate another health insurance carrier, the benefits provided shall be equal to or better than the Putnam/Northern Westchester Health Insurance Plan.

III. In the event that another carrier is designated by the Board during the term of this Agreement, there shall be established a “Medical Review Committee,” consisting of two members designated by the Association and two members designated by the district. The Committee’s function will be to assist in the resolution of questions or problems concerning whether employees have received medical benefits identical to those they would have received under the prior program. The majority decision of the Medical Review committee shall be binding upon all parties. In the event no majority decision is reached, either party may proceed directly to expedited arbitration.

IV. During the open enrollment period each school year, individuals with proof of an equal or better plan from another source may sign a waiver of coverage will be eligible for a lump sum payment of $1650 in June of each school year. These monies are nonpensionable and are taxable. This option is for the entire school year and will continue yearly, unless the employee notified the School District during the open enrollment period (Nov.) of the year in which a change is desired. In an emergency situation, as determined by the Assistant Superintendent for Business, should an employee become ineligible to continue coverage under the alternate plan, the employee may be reinstated in the district’s health plan in the first month, following the emergency. It is the responsibility of the member to
file the appropriate health insurance documents with the District office to collect the waiver of insurance. The District will provide copies to the members.

B. PHYSICAL EXAM

The District will pay for a physical exam by the school physician every three years for all employees who desire such an exam. If an employee elects to consult a private physician for this exam, the District will reimburse the employee $100.00 toward the private physician’s fee.

C. FLEXIBLE BENEFIT PLAN

The District shall establish a flexible benefit plan pursuant to the IRS regulations. Such plan shall be administered by a third party. This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.

D. PAYROLL OPTIONS

Contractual salaries will be divided by 21 to determine the bi-weekly amount except for those employees who request a division by 25 payments on appropriate forms furnished by the Business Office before September 1 of the year.

E. PAYROLL DEDUCTIONS

Authorization for payroll deductions shall be made on forms supplied by the Business Office and shall be available for:

1. Tax-deferred annuities
2. NYSUT Benefits
3. Health Insurance
4. U.S. Bonds

F. WELFARE FUND

The district will contribute the following amounts to the welfare fund, per eligible member: $525 in 2009-2010, $700 in 2010-2011, $775 in 2011-2012.

ARTICLE IX – LEAVE PROVISIONS

For all employees hired after July 1, 1983, cumulative days for sick leave, illness in the immediate family and personal or cogent leave shall be the following:
A. Ten days in the first year of employment.

B. Ten days in the second year of employment.

In the third year of employment, the number of days shall be the same as for those employees hired prior to July 1, 1983, as follows:

1. **SICK LEAVE**
   a. Eight (8) days per year accumulative to 150 days.
   b. Sick leave will be pro-rated for all employees whose employment starts after October 1.
   c. Additional time, without loss of pay, may be granted at the discretion of the Board of Education upon the recommendation of the Superintendent.

2. **LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY AS FOLLOWS:**
   a. When absence of an employee is necessary due to sickness in the immediate family, absence up to a maximum of four (4) days per year may be allowed without any loss of pay or leave time if approved by the Superintendent. Immediate family is defined as follows: (1) Children of employee; (2) Parent; (3) Husband or wife; (4) Other relatives who reside in the household.
   b. Unused days shall convert to accumulate sick time at the end of the school year.

3. **LEAVE FOR DEATH IN THE FAMILY AS FOLLOWS:**
   a. All employees shall be allowed up to five (5) days leave per occurrence without any loss of pay or leave time because of death of a member of his or her immediate family. Immediate family is defined as follows: Spouse; Children of employee or spouse; Parent of employee or spouse; Brother; Sister; Grandparent of employee or spouse; Grandchildren. In extenuating circumstances, leave may be extended if approved by the Superintendent.
   b. Absence to attend the funeral of a relative other than a member of the immediate family such as an aunt, uncle, nephew, niece, in-law, friend, will be allowed without loss of pay or leave time. In extenuating circumstances, an additional day may be allowed if approved by the Superintendent.
4. **PERSONAL OR COGENT LEAVE AS FOLLOWS:**

   a. Leaves may be granted subject to the approval of the Superintendent without loss of pay or leave time not to exceed four (4) days per year. Unused personal days will be added to the employees’ accumulated sick leave.

   Such leaves are intended to be used for:

   1. Court appearances or signing legal documents
   2. Personal or family business appointments
   3. Graduation or transporting children to college
   4. Marriage
   5. Appointment with doctor for employee or a member for his/her immediate family.
   6. Other extraordinary requests required in writing with prior approval of Superintendent

   Two of the four (4) days may be taken as a “personal personal” day, which is, a day without a reason being required. Prior approval is required only for personal leave that will precede or follow a holiday or recess period. The request will be made in writing to the Assistant Superintendent for Business.

5. **JURY DUTY:**

   Upon notification of a call to jury duty, an employee shall present the notice to the Building Principal, who will attempt to have the jury duty service delayed until a recess or vacation or vacation period. If the jury duty service period cannot be changed, then any payment accumulated from such jury duty shall be remitted to the District. The above provisions do not apply to traveling expenses nor Grand Jury Duty.

**ARTICLE X- SENIORITY**

A. **Seniority Defined** – Seniority shall be defined as total service in the district in the bargaining unit. Service shall be considered to begin on the date and in the order that members are appointed by the Board of Education.

B. **Layoff** – Seniority within the bargaining unit shall govern layoffs of employees. The
last person hired in the unit shall be the first person laid off in the unit. Unless an employee has received two consecutive years of unsatisfactory evaluations (as defined in Article XIII), in which case the district has the option to lay off such an employee regardless of their seniority.

C. **Reduction in Hours** – Seniority within the bargaining unit shall govern reduction in hours of employees. Unless an employee has received two consecutive years of unsatisfactory evaluations (as defined in Article XIII), in which case the district has the option to reduce such an employee’s hours regardless of their seniority.

D. **Seniority List** – By October 1 of each year, the District shall prepare a seniority list of bargaining unit employees. The list shall be reviewed by the District and the Association for accuracy and appropriate corrections shall be made.

E. **Recall Rights**: Members who are laid off or reduced in hours shall have recall rights to the position from which they were laid off or reduced, in reverse order of their layoffs or reduction in hours. Unless an employee has received two consecutive years of unsatisfactory evaluations (as defined in Article XIII), in which case the district has the option not to consider seniority when recalling this individual. All employees shall retain these recall rights for a period of 4 years from the date of their layoff or reduction. Any employee who had been laid off and recalled shall retain any and all previously accumulated benefits including, but not limited to, salary step, sick leave, years of service, etc.

**ARTICLE XI – VACANCIES AND TRANSFERS**

1. The District shall have the right to hire for vacancies in the best interests of the District. Exercising this right, the District shall take into consideration for all current employees who apply, the length and quality of the employee’s service in conjunction with the responsibilities of the open position. The final decision shall be made by the District and shall not be subject to the grievance procedure.

2. All openings within this unit will be posted in each building to give bargaining unit members an opportunity to apply for these openings.

3. The District shall have the right to make transfers in the best interest of the school
district. Exercising this right, the District shall take into consideration the wishes of individual employees, and the length and quality of employee service, but the final determination shall be made by the District.

4. When a bargaining unit position becomes vacant and the District proposes to change the salary classification, the position shall not be posted until there are discussions among central administration, the building administrator and the Association.

ARTICLE XII – PERSONNEL FILE

1. Any employee covered by this agreement shall have the right to review the contents of his/her file, and append a statement or answer to any material placed therein.

2. When any material derived from administrators, teachers, or members of the community is placed in a bargaining unit member’s, the employee shall be notified within (5) days and the employee will have the right to read such material and append a statement or an answer.

3. A letter of reprimand based on a formal complaint may only be placed in an individual’s file if the complaint is written.

ARTICLE XIII – BARGAINING UNIT MEMBER PERFORMANCE APPRAISAL

A. Unsatisfactory Evaluation is defined as one half or more of the evaluation measures at the fourth category (“does not meet standards of performance.”) (or the appropriate similar category if a new form is developed).

B. The parties agree to a joint evaluation committee (3 members chosen by TAMA + 3 members chosen by the District) that will meet at least monthly to develop the forms to be used and shall conclude its work by the end of January 2010.

C. If there is not mutual agreement on the new form, then the drafts presented by the District (attached) at the mediation on 9/14/09 shall apply by default.

D. Evaluations completed in 2008-2009 shall count and begin the period for review.

E. Administrators will be able to perform formal evaluations.
Committee

1. If an employee is rated unsatisfactory, a committee of four (4) will be formed to include two (2) people selected by the Association (one (1) building representative and another person selected by TAMA) and two (2) people selected by the administration (which may not include the teacher involved).

2. The committee shall determine the course of action to be taken with regard to the particular employee. The course of action may include but is not limited to the following:
   1. An improvement plan
   2. Discipline
   3. Transfer

3. The committee’s determination shall be confidential.

4. Where the District intends to impose disciplinary action on a bargaining unit member, no such action shall be taken unless the above procedure is followed.

5. The District has the right to transfer the employee pending the committee’s determination.

6. The District shall have the final say on action to be taken against a bargaining unit member.

7. All teacher aides and monitors shall retain §75 rights.

ARTICLE XIV – ASSOCIATION RIGHTS

1. Meetings: The Association may use the auditorium or rooms after school hours for meetings, scheduling such use with the approval of the Principal of the building.

2. Bulletin Board: The Association shall be entitled to space or posting appropriate notices for members of the unit only

3. The Association may use ditto and duplicator machines outside of working hours for Association business. Arrangements for use are to be made with the Principal. The use of inter-postal services will be available for Association business. It is understood by the parties that distribution of notices is the responsibility of the Association. The Association will also be allowed to use individual mailboxes for distribution of
Association materials, only to members of the unit. Association will purchase all materials, including paper, and duplicating materials.

4. Union Release Time. Each school year, paid leave will be granted to the Association president(s) or their designees for Association business not to exceed four (4) days per year.

ARTICLE XV – COMPATABILITY WITH LAW

SAVINGS CLAUSE – If any provision of this agreement or any application of the Agreement to any bargaining unit member or group of members shall be found contrary to law, then such provisions or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in full force and effect.
Hendrick Hudson Teacher Aide and Monitor Association

FOR THE UNION

Gloria Flick,
TAMA Co-President

Linda Breen,
TAMA Co-President

Board of Education

FOR THE DISTRICT

Dr. Daniel McCann,
Superintendent

Enrique Catalan,
Asst. Superintendent for Business