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#### **Contract Database Metadata Elements**

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

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Lansingburgh Central School District  
And Csea Local 871 (Lansingburgh  
Teaching Assts)

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# AGREEMENT

by and between the  
**CHIEF EXECUTIVE OFFICER**  
of the  
**LANSINGBURGH CENTRAL  
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**



**RECEIVED**

JAN 09 2001

Lansingburgh CSD Teaching Assistant Unit  
Rensselaer County Educational Local 871

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

September 1, 1997 – June 30, 2001



# I N D E X

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This agreement entered into this \_\_\_\_\_ day of March, 1999, 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, Rensselaer County Educational Local 871, Lansingburgh Central School District Teaching Assistant Unit will cover the period of July 1, 1997 through June 30, 2001 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, Rensselaer County Educational Local 871, Lansingburgh Central School District Teaching Assistant Unit (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 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

## ARTICLE II / PAYROLL DEDUCTION (CONTINUED)

### Section 2. (Continued)

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.

### ARTICLE III / CSEA RIGHTS (CONTINUED)

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. Ten 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. Teaching Assistants 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 Teaching Assistants 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 Teaching Assistant within or without the school buildings, provided such Teaching Assistant 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. Teaching Assistants shall notify the Superintendent or his or her designee of any accident or claim against them which might be covered by this section within 10 days after the accident occurs or the Teaching Assistant knows of the claim. In addition, a Teaching Assistant shall not be entitled to the protection of this article unless within 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 Teaching Assistants 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 Teaching Assistants 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.

ARTICLE V / PROTECTION (CONTINUED)

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. For the 1997-98 school year the salaries of Teaching Assistants will be frozen. Employees who received an increment when they returned to school in September 1997, will not be required to repay any money so received. Instead, they will not move an increment in September 1998 (if otherwise eligible).

Section 2. Effective July 1, 1998, the following salary schedule will be implemented for all employees in the position of Teaching Assistant:

<u>STEP</u>	<u>AMOUNT</u>
1	\$9.00
2	9.36
3	9.73
4	10.12
5	10.53
6	10.95
7	11.39
8	11.84
9	12.32
10	12.81
11	13.32
12	13.86
13	14.41
14	14.99

Employees will be placed on the schedule at the step next highest to their existing salary (e.g., a Teaching Assistant at Step 2 of the existing certified salary schedule (\$13.73) would be placed at Step 12 of the new salary schedule (\$13.86). Employees who have at least five months of service would then move an increment step. Employees who are now paid more than \$14.99 an hour (i.e. there are now five employees who are paid \$15.08 an hour) would receive an increase of 2.5% (which will not be reflected on the salary schedule).



ARTICLE VI / COMPENSATION (CONTINUED)

Section 2. (Continued)

With respect to employees hired on or after July 1, 1998, the District continues to have the discretion to determine step placement based upon an evaluation of the candidate's credentials. A Teaching Assistant who is certified as a teacher shall be hired at Step 9 of the salary schedule.

Section 3. Effective July 1, 1999, the following salary schedule will be implemented.

<u>STEP</u>	<u>AMOUNT</u>
1	\$9.18
2	9.55
3	9.93
4	10.33
5	10.74
6	11.17
7	11.62
8	12.08
9	12.56
10	13.07
11	13.59
12	14.13
13	14.70
14	15.29

An employee on Step 1 of the 1998-99 salary schedule would move to Step 2. Employees who are making more than \$15.29 an hour would receive an increase of 2.5% (which will not be reflected on the salary schedule) 15.67 16.33

Section 4. Effective July 1, 2000, employees who have at least five months of service will move an increment step. Employees who are making more than \$15.29 an hour would receive an increase of 2.5% (which will not be reflected on the salary schedule).

Section 5. The salary schedule for Occupational Therapy Assistants is as follows:

1	\$20,550
2	21,185
3	21,840
4	22,500
5	23,170
6	24,330
7	25,060
8	25,800
9	26,600
10	27,380

**ARTICLE VI / COMPENSATION (CONTINUED)**

Section 6. Effective July 1, 1998, with respect to employees who were members of the negotiating unit prior to April 1, 1998 and who were subject to the requirement to contribute to health insurance pursuant to Article XI Section 3 of this Agreement, the District shall, in addition to the compensation otherwise payable pursuant to this Article pay a sum equal to the amount deducted from the salaries as a contribution towards the cost of health insurance provided by the District. Payments pursuant to this section will be made in a lump sum on January 1, 1999, January 1, 2000 and January 1, 2001.

Section 7. 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 extra curricular 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 8. 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 9. Teaching Assistants shall have the option to participate in any Section 125, "cafeteria" plan offered by the District.

**ARTICLE VII / SICK LEAVE**

Section 1. Sick leave is the absence of a Teaching Assistant due to illness, disability or injury. It may also be the absence of a Teaching Assistant due to the illness or injury of a person in the immediate family of said Teaching Assistant. 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 Teaching Assistant who served in fact as parent to either the Teaching Assistant or Teaching Assistant'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.

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ARTICLE VII / SICK LEAVE (CONTINUED)

Section 2. Teaching Assistants shall be entitled to 15 days of sick leave as of the first day of each school year, whether or not the Teaching Assistants reports for duty on that day. Teaching Assistants 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 to a maximum of 210 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 Teaching Assistant 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 Teaching Assistant 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, an employee 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

Employees 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 employee 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 employee 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 employee'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. An employee 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 employee or person who served in fact as parent or employee's spouse, the employee shall be granted up to five days per occurrence.

## ARTICLE IX / LEAVES OF ABSENCE WITHOUT PAY

Section 1. Military Leave will be granted to any Teaching Assistant as provided by Military Law. Upon returning from such leave, a Teaching Assistant 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.

ARTICLE IX / LEAVES OF ABSENCE WITHOUT PAY (CONTINUED)

Section 2. Parental Leave. A Teaching Assistant 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 Teaching Assistant 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 Teaching Assistant 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.

An employee 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 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. A Teaching Assistant 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 Teaching Assistant 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 Teaching Assistant who returns from such leave will return at the same level of salary as received when the leave commenced, except that a Teaching Assistant 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.

## ARTICLE IX / LEAVES OF ABSENCE WITHOUT PAY (CONTINUED)

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

A Teaching Assistant 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 Teaching Assistant 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.

Teaching Assistants replacing regular Teaching Assistants 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 Teaching Assistants to return to service.

## ARTICLE X / RETIREMENT

Section 1. Members of the negotiating unit are entitled to participate in the retirement system provided by the New York State Teacher Retirement System.

Section 2. On retirement a Teaching Assistant 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. Effective July 1, 1998, dental, prescription drug, and optometric insurance shall be 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. Effective July 1, 1998, all employees in the negotiating unit will pay 10% of the premium cost for individual, two person and family health insurance coverage.

**ARTICLE XI / HEALTH INSURANCE (CONTINUED)**

Section 4. An employee who is enrolled in the District's health insurance plan on April 1, 1998 or who first enters District service after that date, 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 on or about September 1, or within 30 days if such withdrawal occurs during the school year, the following sums, based upon the benefits the employee received as of such April 1 or the date of first entry into District service:

Family Coverage	50% of the premium for Family Coverage
Individual Coverage	50% of the premium for Individual Coverage

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.

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.

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. Effective July 1, 1998, the District will provide Blue Shield's Point-of-Service Health Plan options.

Section 6. Upon the expiration of this Agreement and until a successor agreement is negotiated, the employee's share of health insurance costs will be calculated based upon the premium rates in effect as of June 30, 2001.

**ARTICLE XII / WORKDAY - WORKWEEK**

Section 1. Effective July 1, 1998, 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

ARTICLE XII / WORKDAY - WORKWEEK (CONTINUED)

Section 1. (Continued)

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 straight time rates for such hours. Overtime will not be paid until the Teaching Assistant works in excess of 40 hours in a week.

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. A 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.



ARTICLE XIII / PERFORMANCE EVALUATION AND OBSERVATION (CONTINUED)

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 15th. 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 commendations, 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 questions and not necessarily agreement with its contents.

**ARTICLE XIV / LAYOFF AND RECALL**

Section 1. Employees 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 / DISCIPLINE AND DISCHARGE**

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

**ARTICLE XVII / 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 Teaching Assistant required to travel in the performance of their duties shall be reimbursed at the current IRS rate per mile based on actual mileage.

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

Section 4. Teaching Assistants shall have the opportunity to review their Personal History File in the presence of an appropriate District official upon three (3) day's notice to the District.

**ARTICLE XVIII / 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 XIX / 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XX / TERM OF AGREEMENT**

Section 1. This Agreement shall remain in effect from September 1, 1997 through June 30, 2001.

DATED: Troy, New York  
February 23, 1999

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

FOR THE LANSINGBURGH  
CENTRAL SCHOOL DISTRICT:

Vianna M. Boyko  
Unit President

Paul S. Snel  
Superintendent

Michael J. Sheldon  
Labor Relations Specialist

Joseph N. Merrissey  
President, Board of Education

James E. Jursak  
Team Member

Mary Kate McFarrell  
Team Member

\_\_\_\_\_  
Team Member

## 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.

## APPENDIX A / GRIEVANCE PROCEDURE (CONTINUED)

### Section 4. Formal Procedures (Continued)

(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.

APPENDIX A / GRIEVANCE PROCEDURE (CONTINUED)

Section 4. Formal Procedures (Continued)

(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%
Fresh Football	6%
Boys Varsity Track	6%
Girls Varsity Track	6%
Cross Country	4%
Fresh Track	4%



APPENDIX B (CONTINUED)

4. Freshman Sports (Modified)

Basketball	7%
Football	8%
Track	6%
Soccer	6%

5. Cheerleading

Varsity	7%
Freshman	3%

6. Intramural

Ski Club \$10.75 per hour subject to the number of hours approved for the activity.

All others \$10.75 per hour (maximum of 2 hours per night)

7. General Supervision (District assignment of supervision of any activity or related activity listed in this article):

\$40.00 per night

B. Teaching Percentage

1. Home Tutoring	\$17.00 per hour
2. Adult Education	\$17.00 per hour
3. Reading & Resource Center	\$17.00 per hour
4. In-Service Instructor	\$17.00 per hour
5. District Assigned in-service Curriculum & Program Development outside regular school day	\$17.00 per hour

C. Other

1. LHS Senior Play	10%
2. Dance Band	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. KMS Student Council	4%
10. RPES Student Council	2%
11. TES Student Council	2%

APPENDIX B (CONTINUED)

12.	KMS School Play Advisor		4%	
13.	LHS School Play Art Advisor		3%	
14.	KMS Honor Society		2%	
15.	KMS Newspaper		2%	
16.	Junior Class Advisor		3%	
17.	Sophomore Class Advisor		3%	
18.	LHS Yearbook Advisor		11%	
	(2 released periods per week)			
19.	KMS Yearbook Advisor		5%	
20.	LHS-KMS Central	Treasurer		Activity
	Fund		15%	
21.	Advisor to Cafeteria			
	Advisory Council		10%	
22.	Committee on	Special		Education
	Chair		12%	
23.	TV Club		2%	
24.	Drama		2%	
25.	After School Computer Lab		\$10 per hour	
26.	Varsity Club		2%	
27.	Marching Band Advisor		10%	
28.	Detention Supervisor (KMS/LHS)		10%	
29.	Detention Supervisor (RPES/TES)			
	2 days/week		4%	
30.	OVA (Olympics of Visual Arts)		2% per team	
31.	OM (Olympics of the Mind)		2% per team	
32.	Literary Magazine (RPES/TES)		2%	
33.	Arts in Education		2%	
34.	Art Club Advisor		4%	
35.	Mock Trial Advisor		3%	
36.	Key Club Advisor		2%	
37.	8th Grade Advisor		3%	

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

Longevity shall be applicable to Section A. 1 through 5 and C. 1 through 36. After consecutive years in the same position the individual shall be paid an additional amount according to the following schedule:

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