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Tioga Central School District And
Tioga Central Teachers Association

SD / TA

NEGOTIATED AGREEMENT

for and between

the Chief School Officer

and the

Teachers' Association

of the

Tioga Central School District

2002-03

2003-04

2004-05

RECEIVED

DEC 03 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This agreement entered into in March in the year Two Thousand and Two, by and between the Chief School Officer of the Tioga Central School District hereinafter referred to as the "Executive Officer", and the Tioga Central Teachers' Association hereinafter referred to as the "Association", witnesseth that the parties, in consideration of the following mutual covenants, hereby agree as follows:

ARTICLE I - LEGAL PROVISIONS

1. Civil Service Law as set forth in Section 204-A

"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."

2. Duration of Agreement

That the present agreement by and between the Executive Officer of the Tioga Central School District and the Tioga Teachers' Association be for a period of three (3) years to include 2002-03, 2003-04, and 2004-05.

3. Conformity to Law

The terms of this contract shall not apply where inconsistent with Constitutional or Statutory or other Legal provisions. If any provision of this contract is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be deemed modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this contract shall remain in effect.

ARTICLE II - IMPASSE

1. Mediation

Both parties agree that an impasse will be deemed to exist if no agreement is reached within 120 days prior to the end of the fiscal year. Upon agreement of both parties, the 120 day limit shall be waived and both parties agree to continue talking. PERB shall be notified with a letter signed by authorized representatives of both parties.

Upon agreement of both parties, a mediator shall be appointed to assist the parties to resolve the differences. The mediator so appointed shall be acceptable to both parties.

2. Factfinding

In the event an agreement is not reached through mediation, both parties agree to go to factfinding through the Public Employees Relations Board. The factfinder shall transmit his findings and recommendations to the parties involved no later than 80 days prior to the end of the fiscal year of the employer.

3. Legislative Hearing

In the event that either party does not accept, in whole or part, the recommendations of the factfinder, the Executive Officer shall, within ten days after receipt of the factfinder's report, submit to the legislative body a copy of the factfinder's report together with his recommendations for settling the dispute; the Association may submit to the legislative body its recommendations for settling the dispute, the legislative body or duly authorized committee thereof shall forthwith conduct a public hearing at which the parties shall be required to explain their positions with respect to the factfinder's report; and thereafter, the legislative body shall take such action as it deems to be in the public interest, including the interest of the public employees involved.

ARTICLE III - RECOGNITION

The Executive Officer of the Tioga Central School District, having determined that the Tioga Teachers' Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel, except the Superintendent and the Building Principals, hereby recognizes the Tioga Central Teachers' Association as the exclusive negotiating agent for the teachers in such unit. The new provisions for the law give the Association the right to represent the employees of the unit, without challenge, up to a date seven (7) months prior to the termination date of the existing agreement. All agreements must terminate at the end of the fiscal year of the final year of the contract.

The Executive Officer agrees not to negotiate with any other teachers organization other than the Association for the duration of this Agreement, unless directed by a board or court of competent jurisdiction.

ARTICLE IV - NEGOTIATION PROCEDURE

1. Opening Negotiations

Negotiations should begin by February 1, 2005, or at the submission of negotiable items, whichever comes first.

2. Negotiating Procedures

A. A complete detailed list of proposals shall be exchanged in writing by the Association and the Executive Officer at the first meeting. All other items in the existing negotiated agreement shall remain in effect. The designated officer of the Association shall certify by written statement that each proposal has been endorsed by no less than a majority of the members of the Association. The Executive Officer shall furnish a list of professional staff members excluding Building Principals and other Administrative personnel. This list shall be presented to the President of the Association no later than September 15 of each school year. Additions or deletions to this list shall be by mutual consent of both parties.

NEGOTIATING PROCEDURES - continued

- B. Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. The designated representatives of each party agree to the free exchange of facts, opinions and other data in an effort to reach mutual understanding and agreement.
- C. The parties agree that tentative agreements on specific items will be the procedure until final agreement of the whole package is achieved. There is to be no public release of any information until the agreement is ratified by both parties or impasse has been declared by either party.

3. Closing Negotiations - Termination Date

Both parties agree that all negotiable items have been discussed during the negotiations leading to the agreement, and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.

ARTICLE V - PAYROLL DEDUCTIONS

1. Tax Sheltered Annuities

All present tax sheltered annuities will continue as is. Any new carrier must have at least three (3) employees for deductions before the carrier will be added.

2. Dues Deduction

- A. The Tioga Central School District shall extend to the Association the right to membership dues deduction, payable to the local Association for its members dues and also for NEA/NY and National Education Association dues.
- B. Payroll deductions for dues will be granted to any teacher who files a Dues Deduction Authorization Card. This card will be signed by the employee and will be good until revoked in writing by the employee. A copy of this card is annexed hereto and made a part of this agreement. The Dues Deduction Authorization cards, together with a complete list, shall be presented to the Tioga Central Business Office. The certified list shall be signed by the Association representative.
- C. Dues deductions will begin upon receipt of the duly certified list of association members and will be made over the balance of 21 pay periods.

PAYROLL DEDUCTIONS - continued

- D. The Tioga Central School District agrees to transmit the total amount of dues deducted to the Association immediately following each payroll period. The Association will be responsible for transmitting funds to NEA/NY and NEA.
- E. The payroll deduction Authorization is automatically null and void in the event that the employee or his other representative association commits or advocates any violation of any provisions of the Taylor Law, and in particular its provisions relating to strikes, stoppages and/or slowdowns. In the event that any authorization becomes null and void, no subsequent authorization card of the same employee will be honored by the Tioga Central School District until the following fiscal year.
- F. All costs of printing and distribution of authorization forms will be at the expense of the Association.

TIOGA CENTAL SCHOOL DISTRICT
Business Office

DUES DEDUCTION AUTHORIZATION

I hereby request and authorize you, according to the terms of the existing agreement, to deduct from my salary and transmit to the Association, the dues as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its offices from any liability therefor. This authority shall be continuous while employed or until withdrawn by written notice.

(Witness)

(Date)

(Signature)

(Building)

Social Security Number _____

PAYROLL DEDUCTIONS - continued

REVOCATION OF DUES DEDUCTION

I, _____, do hereby revoke authorization given by me to the Tioga Central School Board to deduct from my wages or salary all organizational dues. This revocation shall become effective the second pay period following receipt of this completed form.

(Witness)

(Date)

(Signature)

(Building)

Social Security Number _____

ARTICLE VI - SALARY AND COMPENSATION

1. Teacher Salary and Compensation

- A. For the school year 2002-03 the salary for each returning teacher who worked full time during 2001-02 shall be in accordance with Appendix "A" of this document. The salaries listed in this Appendix include all past, pending, and future salary claims by current employees for attaining a master's degree. The increase for returning teachers in 2002-03 not working full time in 2001-02 shall be computed on a prorated basis as per the district policy.
- B. For the school year 2003-04, the salary for each returning teacher who worked full time during 2002-03 shall be increased by 4.25 percent over the 2002-03 salary. The increase for returning teachers in 2003-04 not working full time in 2002-03 shall be computed on a prorated basis as per the district policy.
- C. For the school year 2004-05, the salary for each returning teacher who worked full time during 2003-04 shall be increased by 4.0 percent over the 2003-04 salary. The increase for returning teachers in 2004-05 not working full time in 2003-04 shall be computed on a prorated basis as per the district policy.
- D. The Executive Officer of the Tioga Central School District reserves the right to deal with entry level salaries for the duration of the contract but at no time will the entry level be lower than the entry level of the preceding year.

SALARY AND COMPENSATION - continued

- E. Payment of \$100 per graduate hour beyond the master's degree and/or permanent certification will be paid on a one-time basis provided there is prior approval for the course by the Superintendent of Schools. Application for course approval shall be signed by the Superintendent prior to the commencement of the graduate course. There shall be no grandfathering for graduate credits beyond the master's degree under this article.

Upon approval of the Chief Executive Officer, the District will pay full tuition costs for an additional certification or course work beyond a master's degree. Such approval shall be signed by the Superintendent prior to commencement of course work.

- F. Upon attainment of permanent certification, the salary of Guidance Counselors shall increase \$1250.

Salary and Compensation - Continued

2. Coaching and Extra-Curricular Salary Schedule

Percentages are computed as follows:

For 2002-03 - the base salary for computation = \$31,000

For 2003-04 - the base salary for computation = \$31,500

For 2004-05 - the base salary for computation = \$32,000

Level 1 = first year of experience

Level 2 = second year of experience to fifth year inclusive

Level 3 = sixth year of experience and above

SPORT	VARSITY LEVELS			JR. VARSITY LEVELS			JR. HIGH LEVELS		
	1	2	3	1	2	3	1	2	3
Basketball									
Football	11	13	15	7	8	10	4	5	6
Wrestling									
Baseball									
Track									
Softball		11	13	6	7	9	4	5	6
Soccer									
Field Hockey									
Volleyball									
Cross Country	8	9	11						
Golf	7	8	10						

ASSISTANTS	LEVELS		
	1	2	3
Football Assistant	7	8	10
Football Modified	5	6	8
Football Modified Assistant	4	5	6
Track Assistant	5	6	7
Cross Country Assistant	5	6	7
Golf Assistant	5	6	7
Cheerleading - Fall	5	6	7
Cheerleading - Winter	6	7	8
Cheerleading Assistant	2	3	4

Chain Crew	\$30.00
Ticket Takers	\$30.00
Time Keeper	\$30.00
Score Keeper	\$30.00
Chaperones	\$30.00
Possession Clock	\$30.00
After School Study Hall	\$20.00/hr.

LONGEVITY A

One percent (1%) of base added to total coaching salary applied after 10 consecutive years of coaching in a given sport at Tioga Central.

LONGEVITY B

Additional one percent (1%) of base added to total coaching salary applied after 15 consecutive years of coaching in a given sport at Tioga Central.

NOTE:

1. No coach can collect salaries at two different levels in the same sport or activity.
2. Part time assistant - 2%

CO-CURRICULAR	LEVELS		
	1	2	3
Yearbook Advisor	5	6	8
Challenge Team	2	3	4
Band Director	2	3	4
Bookstore	1	2	3
Newspaper	2	3	4
Video Crew	3	4	5
School Photo Advisor	4	5	6
Asst. Band Director	1	2	3
Choral Director	2	3	4
Variety Show/Play/Musical	3	4	5
Variety Show Assistant	2	3	4
Student Council	2	3	4
Scholarship Challenge	2	3	4

SALARY AND COMPENSATION - continued

3. Health Insurance Provisions

- A. Beginning July 1, 1995, the co-pay on the drug prescription card will be \$2.00 for generic and \$6.00 for brand name.
- B. Beginning July 1, 2002, the Major Medical deductible shall be at the rate of 75/225.
- C. Beginning July 1, 2003, the co-pay on the Drug Prescription Card will be \$2.00 for generic and \$10.00 for brand name.
- D. Existing employees hired prior to July 1, 1983:
 - 1. The District will pay 100 percent of the cost of health insurance for both individual and family plans.
 - 2. Existing employees not presently covered by Tioga Central School District's health insurance benefits shall retain the option of applying for the health insurance plan in effect at the time until the date of retirement.
 - 3. At retirement, the District will pay 100 percent of the cost of health insurance for both individual and family plans. To be eligible to participate in the District's health insurance program, a retiree must meet the following conditions: have fifteen (15) years of service with Tioga Central School and be eligible to retire under the NYS Teacher Retirement System.
- E. New employees hired after July 1, 1983 and effective July 1, 1986:
 - 1. The rate of contribution for both individual and family plans shall be:

Employer	80 percent
Employee	20 percent
 - 2. Limitations on eligibility to join the District's health insurance plan shall be*:

Minimum number of hours/week	25
Minimum Salary	\$7,000/year

SALARY AND COMPENSATION - continued

3. At retirement, the District will pay 100 percent of the cost for individual plans and 80 percent of the cost of the family plan. To be eligible to participate in the District's health insurance program, a retiree must meet the following conditions: have fifteen (15) years of service with Tioga Central School and be eligible to retire under the NYS Teachers Retirement System.
- F. The District will pay for the current health insurance plan only. There is no commitment on the part of the District to make any contributions arising from any charges which a retiree receives from any other agency such as the Social Security Administration.
- G. Employees hired for four (4) months or less shall not be eligible for health insurance.*
- *These may be waived by the Chief School Officer.
- H. As of July 1, 1983, employees upon retirement shall be required to show proof that health insurance is not provided by another carrier, organization, agency or employer and that there is not duplicate coverage, either individual or family. The proof of non-duplicate coverage will be a notarized statement, signed by the employee. A copy of the declaration follows this provision. This declaration must be in the District Office prior to the extension of coverage to the active employee entering retirement. Failure to provide such proof gives the District the option of declining any health insurance coverage for the active employee during retirement.
- I. Health Insurance Declaration

NAME: _____
DATE: _____

This is to certify that the insurance coverage provided by Tioga Central School District is the only coverage available to me. I do not have other health insurance coverage paid for by a separate carrier, organization, agency or employer.*

Signature of Retired Person

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

Commission Expires

SALARY AND COMPENSATION - continued

*The employee has the right to apply for family coverage during retirement if their spouse dies or loses their family insurance plan or upon acquisition of a dependent.

4. Dental Insurance Provisions

A. Effective January 1, 1986:

1. The dental plan for both individual and family will be at the rate of :

Employer	80 percent
Employee	20 percent
2. Limitations on eligibility to join the District's dental plan shall be:*

Minimum number of hours/week	25
Minimum salary	\$7,000/year
3. Employees hired for four (4) months or less shall not be eligible for dental insurance.
4. At retirement, the District will pay 100 percent of the cost for individual plans and 80 percent of the cost of the family plan. To be eligible to participate in the District's dental insurance program, a retiree must meet the following conditions: have fifteen (15) years of service with Tioga Central School and be eligible to retire under the NYS Teachers' Retirement System.
5. The employee has the right to apply for family coverage during retirement if their spouse dies or loses their family insurance plan or upon acquisition of a dependent.
6. As of January 1, 1986, employees upon retirement shall be required to show proof that dental insurance is not provided by another carrier, organization, agency or employer and that there is not duplicate coverage, either individual or family. The proof of non-duplicate coverage will be a notarized statement signed by the employee. A copy of the declaration follows this provision. This declaration must be in the District Office prior to the extension of coverage to the active employee entering retirement. Failure to provide such proof gives the district the option of declining any dental insurance coverage for the active employee during retirement.

SALARY AND COMPENSATION - continued

- D. Payment for accumulated sick leave of the last year will be added to the last paycheck received by the teacher.
- E. If, for some reason, the teacher used sick leave after application for this benefit (during the last year) adjustments will be made accordingly.

Example I - If the total amount of unused sick leave is lowered below but still remains at 125 days or more, payment will be figured on only the unused sick leave days.

Example II - If the total amount of unused sick leave is lowered below 125 days, no payment with respect to this benefit will be made and the agreement is not binding to either party.

Example III - If partial payment of this benefit has been made and then, for any reason, the accumulated sick leave is used, the teacher is obligated to repay to the Tioga Central School District that amount of money as figured according to this benefit. This payment may be deducted from the teacher's payroll.

- F. If an employee makes application for this benefit and, at some point after receiving payment with respect to this benefit, does not retire or resign on the given date, the employee is obligated to repay the Tioga Central School District all money paid to them in accordance with this benefit.
- G. Teachers may choose one of two possible methods of payment of the unused sick leave benefit:
 - 1. Payment may be equally distributed within the normal pay checks over the last year. Application for this method must be made before June 30th of the year prior to the employee's effective retirement date.
 - 2. Payment may be taken in a lump sum at the end of the last year prior to retirement.
 - 3. In either case, adjustments can be made as stated in clause "E".

SALARY AND COMPENSATION - continued

6. Flexible Spending Plan

Effective September 1, 1993, the Tioga Central School District shall institute a "flexible spending" plan in accordance with Section 125 of the Internal Revenue Code.

A teacher may elect a voluntary salary deduction for contributions to the plan.

7. Non-Resident Student Tuition

While a teacher is actively employed by the Tioga Central School District, their child(ren) who attend Tioga Central School District are exempt from any non-resident tuition charges that shall be established by the Board of Education.

ARTICLE VII - TEACHER EMPLOYMENT AND RECRUITMENT

1. Credit for Prior Service

Teachers entering the Tioga Central School system will receive up to ten years credit for prior teaching of comparable* experience. Prior service may be disallowed if not continuous and if not based on at least a Bachelor's Degree. If a candidate has not been teaching within the last five years, he may not qualify for prior teaching credit.

*Comparable service may be interpreted to include:

- Subject areas involved
- Type of certification
- Size and type of school district
- Where experience was obtained (ie.: city, village, rural central)

2. Credit for Service in the Armed Forces

Teachers beginning service in the Tioga Central School system will be granted one year prior teaching credit for every two years of armed service, to a maximum of two year's credit. No partial credit to be considered.

ARTICLE VIII - TEACHER QUALIFICATION AND ASSIGNMENT

1. Customary and Usual Duties

In addition to their teaching duties, teachers shall be required to perform such other duties as customary and usual for teachers within the school system.

2. Parent/Teacher Conferences

Effective July 1, 1991, the District will have two (2) one-half (1/2) days for Parent/Teacher Conferences. One half-day will be scheduled in the fall and the second half-day will be scheduled in the spring.

3. Assignment Changes

When the Administration deems it is necessary to change the normal assignment for a teacher, it should notify said teacher about the prospective change by July 1 of that year. The Association acknowledges the possibility of rare exceptions to the above.

4. Advertisement of Vacancies

The professional staff shall be advised of any openings and/or new positions to be filled by the following procedure: Notice of such openings will be furnished to the Association President, and s/he will be responsible for placement of such notifications throughout the system. Applications submitted to the Executive Officer will be processed according to existing policy.

5. Travel Time

Teachers may be assigned to different buildings to perform their teaching duties. This may require the use of their personal automobile for which mileage reimbursement shall be at the current, approved IRS rate per mile.

ARTICLE IX - PROFESSIONAL RESPONSIBILITIES

1. Teacher Schedule

The teacher's work day shall not exceed seven hours and 30 minutes.

Regular teaching hours shall be observed for all working days except when the time is adjusted by Administrative directive. The Association recognizes that adjustments in the length of the school day may be required to meet and satisfy the educational objectives of Tioga Central School. The Association also recognizes its major role in maintaining the standards of teaching time.

PROFESSIONAL RESPONSIBILITIES - continued

2. School Calendar

The Association agrees that specific days prior to the opening of the regular school program shall be devoted to curriculum meetings, workshops, and other professional conference necessary to satisfy the educational needs of the school district. These conferences, or in-service days, shall be held on such days as they do not interfere with the regular school program. The scheduling of these programs shall be at the discretion of the Executive Officer and the respective Building Administrators.

3. Lunch Time

No teacher shall have less than a 30 minute duty free lunch time.

4. Distance Learning

- A. The use of Distance Learning Programs will not result in the loss of jobs for existing teachers.
- B. No teacher will be required by the District to participate in the Distance Learning Program.
- C. Distance Learning equipment will not be used to monitor teacher performance. All staff participating in a Distance Learning Program will be evaluated in the same manner as all other staff.
- D. Every effort will be made to limit the number of visitors on site during the first three months of instructional broadcasts.

ARTICLE X - LEAVE PROVISIONS

1. Sick Leave

The ultimate purpose of regulations governing absence of teachers is provision for the best instructional service to pupils. It is recognized that any absence of the teacher from the classroom constitutes a loss to the class (and to the teacher as well), but the welfare of the teacher also affects the quality of instructional service. In special cases, the Executive Officer may make exceptions to the following regulations:

LEAVE PROVISIONS - continued

- A. There will not be a deduction in pay for absences, due to illness, of ten days or less in any one school year. If a teacher is absent because of illness more than ten days in any one year, the additional absence shall be deducted from his or her cumulative total. There will be no limitations on accumulation of unused sick leave.
- B. A teacher shall thereafter be granted a leave for part or all of the remainder of the school year if his or her physical condition makes it necessary, without pay and without loss of tenure.
- C. Absence for illness or death in the immediate family may be approved by the Executive Officer. Such absences shall be counted as sick leave.
- D. Absence not covered by sick leave or personal business leave shall be deductible at the rate of 1/200 of the salary of the teacher.
- E. If an employee dies during the term of his/her employment, the employee's spouse or beneficiary (dependent children only - not estate) shall be reimbursed for all unused sick leave the employee had accrued to the time of his or her death. Payment shall be based upon the full cash value of the unused sick leave based upon the employee's daily rate (1/200) of salary times the number of sick leave days accrued.

2. Personal Business Leave

Two personal business days shall be granted per year according to the provisions listed below. These two days shall not be deducted from sick leave and shall not be cumulative from year to year.

- A. Two days per annum may be used for personal business reasons.
- B. These days will not be considered as one of the ten days allowed for sick leave.
- C. These days may be taken in increments.
- D. Payroll deductions will not be made for time covered within the definitions of personal business.

LEAVE PROVISIONS - continued

- E. Briefly, the category of personal business covers those activities or occurrences (other than sick leave) over which an individual can exercise little or no control which prevent personnel from full attendance during normal working hours.
- F. All unused personal business days shall be added to the employee's accumulated sick days.
- G. In order to further define the scope of personal business, the following examples are offered. These examples are not meant to be all-inclusive. Circumstances which fit the boundaries described in E and G, above, may be considered. These situations will be adjudicated by the Executive Officer.
- Transactions involving legal instruments, deeds, mortgages, property titles, etc., requiring outside services available only during normal working hours.
 - Attendance at college graduation of a son, daughter, sister, or brother.
 - Road closure for high water or snow.
 - Automobile accident while in transit to school.
 - Attendance at an early graduate course.
 - Taking a child to college.
 - Court duty.
 - Lateness due to an electrical power failue.
- H. Except for emergencies, personal business time should be cleared well in advance with the respective building principal.

3. Bereavement Days

Effective July 1, 1993, two (2) bereavement days for a death in the immediate family shall be granted per year. These two days shall not be deducted from sick leave and shall not be cumulative from year to year.

LEAVE PROVISIONS - continued

Immediate family is defined as spouse, child, parent, grandparent, relative with whom employee has had a long and unusually close relationship, or member of the household.

Upon approval of the Chief Executive Officer, bereavement days may be used by an employee for a death other than a family member or member of the household.

It is understood that if more than two bereavement days are needed, sick days or personal days will be used.

4. Substitutes

Every reasonable effort shall be made to secure certified teachers as substitutes.

ARTICLE XI - TEACHER EVALUATION

Both parties agree that evaluation of teacher performance is a necessary part of a good school system and, therefore, agree as follows:

1. All observations will be made by the building principal and will be conducted openly and with full knowledge of the teacher.
2. After each observation and within a reasonable time, the building principal and teacher shall discuss the class observed. The evaluation form shall be signed by the building principal and the teacher and a copy placed in the teacher's personnel file.
3. A teacher will be provided, upon written request, an opportunity to review and make copies of data concerning him/herself on record in his/her personnel file. Teachers may not remove original data contained in their personnel file from the Central Office location. Copies will be made at the district's expense and must be made in the presence of the district's Records Management Officer. The Chief School Officer, upon request, will review the contents of the personnel folder with the teacher.

ARTICLE XII - DISTRIBUTION OF AGREEMENTS

Copies of this negotiated agreement shall be reproduced by the Executive Officer and distributed to all teachers within two weeks after its execution. New teachers shall be given copies of the agreement at the time they are employed.

ARTICLE XIII - GRIEVANCE PROCEDURE

1. Purpose

It is hereby declared that the purpose of these procedures is to provide, at the lowest possible administrative level, a procedure for the prompt and fair settlement of differences as they arise between parties.

2. Definitions

- A. Grievance - is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. Teacher - shall mean any employee in the unit or any group of such employees requiring certification by the State Education Department.
- C. Aggrieved Party - shall include a teacher, group of teachers, Association or Executive Officer on whose behalf a grievance is submitted.

3. Basic Guidelines

- A. All records, reports and hearing shall be confidential and handled in a professional manner.
- B. The teacher, group of teachers, Association and Executive Officer shall have the right to present grievances in accordance with these procedures, free from restraint, discrimination or reprisal.
- C. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Executive Officer.
- D. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances directly to the building principal.
- E. Before submission of a grievance, all parties agree to resolve the issue informally at the lowest possible level.
- F. Each grievance shall be submitted in writing and shall clearly identify the aggrieved party, the provision of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

GRIEVANCE PROCEDURE - continued

- G. A grievance shall be deemed waived unless it is submitted within twenty (20) work days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- H. The Association may submit a grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal; otherwise, it shall be submitted directly to the Executive Officer.
- I. The Executive Officer shall present grievances in writing to the President of the Association.
- J. These procedures are designed to assure equitable and proper treatment for the application of the provisions contained in the agreement. They are not designed to be used to changing such provisions or establishing new ones.
- K. All parties shall have the right to be represented at any stage of the procedures by their designated representative.
- L. Time limits specified for either party may be extended only by mutual agreement.

4. Grievance Procedure

- A. Level One: The aggrieved party shall attempt the resolution of a grievance on an informal basis and at the lowest possible administrative level. The aggrieved parties shall orally and informally discuss the grievance in an attempt to arrive at a solution. If such grievance is not satisfactorily resolved at this level, the aggrieved party may proceed to the next level.
- B. Level Two: All provisions of the Basic Guidelines shall be applied at this stage. The aggrieved party shall submit, in writing, the grievance as outlined in Part 3-F to the building principal, or in the case of the Association or the Executive Officer, the grievance is presented in writing to the appropriate party as outlined in the Guidelines. If written response is not received within five (5) calendar days after the submission of a grievance, or if the aggrieved party is not satisfied with the response received, the aggrieved party may proceed to the next level.

GRIEVANCE PROCEDURE - continued

- C. Level Three: At this stage, the grievance is taken to the Executive Branch. The Executive Officer or his 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) calendar days after it is received by him. If a satisfactory solution is not reached at this level, the aggrieved party may, within five (5) calendar days from the date of the written statement, proceed to level four by notifying the Association and Chief Executive Officer in writing.
- D. Level Four: This is the Board of Review level. The Board of Review shall be selected and convene within five (5) calendar days after receipt of written notification of aggrieved party. The Board of Review shall be made up of five (5) members, two (2) to be selected by the Association, two (2) to be selected by the Executive Officer and the fifth member to be selected by a majority of the four members at the initial meeting of the Board of Review. The Executive Officer will not select an administrator to serve on the Board of Review at whose level the grievance has been placed, nor will the Association elect the person who is submitting the grievance or a relative of the person submitting the grievance to serve on the Board of Review. A time limit of three (3) hours shall be used in agreeing on the fifth member. If an agreement cannot be reached on the fifth member, the Board of Review shall continue on with the matter of grievance. The Board of Review shall notify the Executive Officer of its recommendations in writing within seven (7) calendar days following initial meeting of the Board of Review. The Executive Officer shall within five (5) calendar days of receipt of the recommendations of the Board of Review present in writing his position to the aggrieved party.

GRIEVANCE PROCEDURE - continued

E. Level Five: The aggrieved party may, within five (5) calendar days after the final determination of the Executive Officer, make a written request to the proper legislative body for review and determination. Such written requests shall be addressed to the Clerk of the School District.

The legislative body may hold a hearing to obtain further information regarding the case and shall render a final decision in writing within ten (10) calendar days after receiving the request for review.

ARTICLE XIV - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE AUTHORIZED PARTIES:

LuEllen Hoyt 3-19-02
LuEllen Hoyt Date
For the Tioga Central Teachers' Association

Cynthia A. Bennett 3/21/02
Cynthia A. Bennett Date
For the Tioga Central School District

Patrick Dougherty 3/20/02
Patrick Dougherty Date
Executive Officer, Tioga Central School

<u>NAME</u>	as of 8/31/02 <u>TIOGA SERV</u>
Nelson, Steven	1
Pichany, Jeremy	1
Fersch, Nicholas	1
Carling, Holly	1
MacDonald, Stephanie	1
Martin, Margo	1
Luker, Debi	1
Shipman, Annemarie	1
Houseknecht, James	1
Fritzen, Mindy	2
Meadows, Franklin	2
Senko, Mandy	2
Sickler, David	2
Hollenbeck, Greg	2
Mendelis, Jaime	2
Brink, Lori	2
Birney, Nicole	3
Schlosser, Jaime	3
Howey, James	3
Boa, Ashlee	3
Davis, Cheryl	3
Stoltzfus, Jayne (.7 FTE)	3
Dorrington, Lynne	3
Macumber, Abbie	3
Kinney, Brian	3
Myers, Amy	3
Skinner, Kathy	3
Klingbeil, Beth	4
Ciaravino, Angela	5
Roe, Joshua	5
Burrowes, W. James	5
Baron, Amy	5
Wood, James	5
Hallock, Jennifer	5
Gillette, Robin (.5 FTE)	5
Walsh, James	5
Wasielewski, Charles	5
Cook, Kathleen	6
Robinson, Joseph	7
Manwaring, Karen	7
Dutton, Barry	8
Cook, Willard	8
Stevens, Joanne	9
Raupers, Kevin	9
Chianese, Marie	9
Schweiger, Anne	10
Keene, Kathleen	10
Steidle, Michael	12
Schweiger, Denise	12
Barto, Janice	13

<u>NAME</u>	as of 8/31/02 <u>TIOGA SERV</u>
Coddington, Karl	13
Taylor, Judith	13
Stocum, Bonita	13
Chase, Gail	14
Seymour, Robert	14
Lynch, Lynda	15
Harvey, Linda	15
Klett, Ruth	15
Ford, Desiree	15
Hoyt, LuEllen	15
Taylor, Anna	15
Coddington, Julie	16
Jones, Catherine	16
Skinner, Brent	16
Daino, Douglas	17
Rhodes, Janet	17
Pesesky, Kimberlee	17
Rogers, Stuart	17
Oliver, Joan	17
Kovall, Elizabeth	18
Palumbo, Mary Kay	18
Eash, Kenneth	18
Middendorf, Cynthia	18
Wendela, Julie	18
Norcross, Diane	19
Robinson, Dianne	21
Yusavage, William	21
James, Robin	22
Brougham, Mary	28
Anderson, Gary	29
Bennett, Jan	29
Slack, Janis	29
Burns, Judy	29
Williams, Patricia	30
Wahila, Marlene	30
Whiting, Suzanne	30
Tulsey, Richard	30
Tanzini, Sandi	30
Kosta, Linda	31
Gill, Leonore	32
Ryder, James	35

YEAR 02/03

Experience from date of probationary appt. at Tioga Central as of 8/31/02:

1	32,400	6	34,900
2	32,900	7	35,400
3	33,400	8	35,900
4	33,900	9	36,400
5	34,400	10 or more	1,700 or 3%

For all returning employees who worked full time 2001/02 no salary increase shall be less than 1,700 or greater than 3,252.