

**COLLECTIVE BARGAINING AGREEMENT**

**by and between the**

**Hamburg Central School District**

**and the**

**Hamburg Teachers Association, Local 2702**

**Teacher Aides/School Monitors' Unit**

**September 1, 2019 – August 31, 2022**

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## **PREAMBLE**

In order to effectuate the provisions of the Public Employee Fair Employment Act of the State of New York, the Hamburg Central School District (hereinafter, "District") and the Hamburg Teachers Association, Local # 2702, Teacher Aides/School Monitors' Unit (hereinafter, "HTA" or "Association") enter into this Agreement setting forth the terms and conditions of employment for the employees of the District in the recognized bargaining unit represented by the HTA.

## **ARTICLE I RECOGNITION**

The District recognizes the HTA as the exclusive representative of the Teacher Aides and full-time School Monitors (7 or more hours per day) employed by the District.

The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

## **ARTICLE II PRINCIPLES**

### **A. Rights of Individuals:**

The legal rights inherent in the rulings and regulations of the Civil Service Commission affecting employees are in no way abridged by this Agreement.

### **B. Management Responsibility:**

The HTA recognizes that the Board of Education of the District is the legally elected governing body responsible for the determining of policies covering all aspects of the District. The Board of Education must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything that is not specifically covered in this agreement remains the exclusive right of the District.

**ARTICLE III ASSOCIATION ACTIVITIES**

**A. Bulletin Boards:**

The District will provide space on a bulletin board at a place designated by the District for the purpose of posting the following:

1. Notices of Association recreation and social affairs.
2. Notices of Association elections.
3. Notices of Association appointments and reports of Association election results.
4. Notices of Association meetings.

There shall be no other general distribution, or posting by employees of pamphlets, advertising or political matter, and notices of any other kind of literature upon school district property other than as herein provided. The District has the right to inspect and approve all material that the Association proposes to post.

**B. Mail and Email:**

The HTA will be able to use the District mail service and e-mail for communication to Teacher Aides and full-time School Monitors provided that such use does not interfere with communication between the Board of Education and/or the Administration and Employees.

**C. Representation:**

A bargaining unit member, upon his/her request, is entitled to representation during meetings with a Supervisor for purposes of discipline, dismissal or written reprimand of the Employee.

**ARTICLE IV PAYROLL DEDUCTION**

**A. Membership Dues and Fees:**

The District agrees to permit payroll deduction of membership dues and fees to the HTA subject to the following conditions:

1. The Association is responsible for a letter of transmittal to the District certifying the rate of its initial membership dues. In the event of any change of rate of its membership dues during

the life of this contract, a new letter of transmittal shall be sent to the District at least thirty (30) days prior to the effective date of such coverage.

2. The Association assumes all responsibility for preparation, printing and processing of the payroll deduction authorization form.
3. Authorized deductions shall be in equal payments, a maximum of twenty-two (22) equal payments, commencing in September.
4. Authorized deduction will be remitted to the Association at the conclusion of each pay period.
5. The Association agrees to indemnify and hold the District harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Association dues and fees under this Article.

**B. Withdrawal of Payroll Deduction:**

Withdrawal of payroll deduction must be made in writing to the District's business office. The District must notify the Association within seven (7) calendar days of the receipt of the Employee's withdrawal of payroll deduction. Upon request, the District will provide the Association with a breakdown of deductions by member.

**C. NYSUT Benefits Trust:**

The District agrees to permit, as a voluntary payroll deduction, the New York State United Teachers' Benefit Trust.

**ARTICLE V ANNUITIES**

The District agrees to maintain a tax sheltered annuity program for eligible Employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended. Employee elective contributions will be remitted to the 403(b) vendor selected by the Employee. Employee payroll deductions will be distributed by the District's third-party administrator. Once the elective contribution has been deducted from the Employee's pay and distributed by the District's third-

party administrator to the vendor selected by the Employee, the District will not have any further responsibility and/or liability with respect to those funds.

## **ARTICLE VI HEALTH REQUIREMENTS**

The District has the legal authority to establish health standards for its employees. In setting such standards, however, the District will assume the cost of required medical examinations.

## **ARTICLE VII ABSENCES AND LEAVES**

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK.

### **A. Maternity — Child Care Leave:**

1. An Employee shall be entitled to a child care leave of absence without pay or benefits for a period extending through the balance of the school year in which the leave commences and the following school year. For purposes of this provision only, a school year is normally September 1 through June 30. However, the parties acknowledge that certain circumstances may dictate that the school year begin prior to September 1 where consent of the HTA (Teachers' Unit) is obtained. The Employee shall have his/her health insurance continued as required by the Family Medical Leave Act (FMLA). An Employee shall notify the Superintendent or his/her designee in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An Employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Superintendent or his/her designee two (2) months prior to the date the leave expires.
2. A child care leave may be terminated by mutual consent of the District and Employee in extenuating circumstances, such as miscarriage or non-survival of the child.
3. If an Employee adopts a child, the Employee may take a leave without pay or benefits in accordance with the time periods and requirements set forth in Article VII, Section (A)(1) above.

### **B. Illness, Bereavement and Personal Leave:**

#### **1. Personal Illness:**

Following appointment to the staff, P.T.O. (personal time off) at full salary shall be granted to the Employee pursuant to the following schedule.

- a. Upon employment, an Employee after thirty (30) calendar days shall receive P.T.O. (personal time off) leave prorated to June 30.



- b. Every year thereafter each Employee will receive seventeen (17) days of P.T.O. (personal time off) with pay that shall be cumulative to two hundred thirty-five (235) days, but limited to personal use of two hundred twenty-one (221) days.

2. Family Illness:

An Employee shall have the right to use a maximum of seventeen (17) such days in any one (1) year in case of serious illness or injury of his/her immediate family. Immediate family is defined to include only: husband, wife, domestic partner, children, step-children, grandchildren, step-grandchildren, parents, sister or brother. If the Employee is the sole living relative of another person, seven (7) of the seventeen (17) days may be used for that person's illness or injury.

3. Sick Leave Bank:

a. Eligibility:

Employees who work 20 hours or more per week will be eligible to participate in the sick leave bank if, on September 1 of the school year, they have:

- i. Twenty (20) or more days of accumulated PTO or less than twenty (20) days of accumulated leave but have three (3) or more years of service in the District, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.
  - ii. An Employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank.
  - iii. A joint committee will consist of one (1) Administrator appointed by the Superintendent, the Unit Chair of the HTA Teacher Aides/School Monitors' Unit and one (1) Employee appointed by the HTA Unit Chair to oversee the use of the HTA Sick Bank.
- b. Regulations:
- i. Each participating Employee will contribute two (2) days of accumulated PTO on an irrevocable basis in September of each year unless the total number of days in the bank is one hundred and fifty (150) or more days on September 1. If there are one hundred and fifty (150) or more days, current members may remain in the bank without contributing a day and new members may join by contributing two days (2) of accumulated P.T.O. (paid time off).

- ii. A participant must exhaust all P.T.O. (personal time off) days before using the sick leave bank.
- iii. An Employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one that results in a continuous absence or the reoccurrence of a continuing illness under the care of a physician. A physician's statement as to the nature or the disability or illness and estimate of the duration of the absence shall be submitted upon application for sick leave.
- iv. A participant of the sick leave bank may apply for up to thirty (30) days of leave. Should the disability or illness continue a second application for up to an additional thirty (30) days may be submitted. In the event the disability or illness continues beyond the date of the second leave, one extension may be granted for up to fifteen (15) days.
- v. A participant of the sick leave bank must repay 50% of the total number of days withdrawn from the sick bank at a rate of 5 days per year until the amount withdrawn is paid back. Repayment of days will begin September 1 of the immediate year following return to service.
- vi. The District reserves the right to require a medical certificate indicating the Employee's fitness to resume work.
- vii. In the event an Employee uses all P.T.O. (personal time off) and sick bank days due to a serious illness or injury and returns to work with no P.T.O. days available they can borrow up to five (5) days from the next year's seventeen (17) days, with approval of the Superintendent or his /her designee.
- viii. If the Employee leaves employment with the District during the current school year or before the end of the year sick days were borrowed from, the Employee will be responsible to reimburse the District for the number of P.T.O. days they used. Repayment shall be at the rate of pay; at the time of employment when the days were borrowed.

4. Bereavement:

Bereavement leave will be granted for the first seven (7) calendar days following the death of an immediate family member, if necessary. Immediate family is defined to include only: wife, husband, domestic partner, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-children, step-grandchildren, step-brother and step-sister.

Three (3) days will be granted from accumulated P.T.O. for the death of an aunt, uncle, niece or nephew. These days may be used only between the time of death and the funeral.

**C. Accidents:**

Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the Employee's accumulated P.T.O. time. The District shall pay to such Employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the Employee continue full salary beyond expiration of ten (10) months during which he/she would be eligible to receive salary. An Employee injured as a result of conditions during the performance of duty for any employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

**D. Individual Leave of Absence:**

An Employee may request an individual leave of absence without pay and/or benefits for a special purpose. An Employee desiring such a leave shall file a written statement of his/her needs with the Superintendent or his/her designee who shall make a recommendation to the Board for its action.

Upon return from a leave, the Employee will be assigned to a position with approximately the same number of work hours as previously worked. If the Employee's position was filled by a long-term substitute during the individual leave of absence, the Employee shall be returned to the same position.

An Employee of this bargaining unit may not request an individual leave of absence to accept another position.

**E. Part-Day Absences:**

It is understood by the District and the HTA that there are valid, approvable circumstances that may cause an Employee to be absent from work for a portion of the work day. A one-half day absence shall be defined as occurring either between 7:50-11:30 a.m. or between 11:30-3:20 p.m., for the elementary level

and occurring either between 7:20-11:00 a.m. or between 11:00-2:50 p.m. for the secondary level. A partial school day absence that starts after 7:50 a.m. (for the elementary level) or 7:20 a.m. (for the secondary level) and ends after 11:30 a.m. or 11:00 a.m., respectively, shall be charged as a full day of absence.

(Note – For employees with different work schedules, a half-day absence will be charged for a half-day or less of the Employee's regular work day and a full-day absence will be charged for more than one-half of the Employee's regular work day.)

1. Absences Covered by a Leave Policy:

- a. Absences of one hour or less during the Employee's work day, with prior approval of the principal or supervisor, will not be charged against any accumulated leave time.
- b. Full-time unit members may use accrued leave time for absences of one-half ( $\frac{1}{2}$ ) day or less and will be charged for one-half ( $\frac{1}{2}$ ) day of leave.

2. Absences Not covered by any Leave Policy:

Any Employee absent for any portion of the day will be charged with a full day's absence and a full day's pay.

**F. Jury Duty:**

1. Any Employee who has been called to jury duty shall notify his/her immediate supervisor immediately.
2. An Employee excused from jury duty shall report to work.
3. The Employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.
4. Any Employee serving on jury duty will receive his/her regular salary during such period.

**ARTICLE VIII HOLIDAYS**

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK.

Employees shall be entitled to and be paid for all District designated holidays when they fall within the Employee's span of work weeks from September 1 through June 30.

The District will designate these days, but the employees shall be given notice of the days on or before June 30 for the year commencing July 1.

It is understood that should PTO be requested for the one or two days immediately preceding or following a holiday, vacation, recess period, or during September 1-15 or June 1-30, such leave must have the prior approval of the Superintendent or his/her designee.

## **ARTICLE IX     WORK DAYS/HOURS**

### **A. Work Days/Hours:**

The total number of work days for each Employee per school year and the number of hours that each Employee works per day shall be determined by the Superintendent or his/her designee provided that the total number of work days shall not exceed the number of Employee work days in the teacher calendar. If an Employee's work schedule is for thirty five (35) hours per week, the normal workday will be 7:50 a.m.-3:20 p.m. at the Elementary School and 7:20 a.m.-2:50 p.m. at the Middle School and High School. On Fridays and days prior to holidays, the employees' normal leaving time will be 3:08 p.m. at the Elementary School and 2:38 p.m. at the Middle School and High School. The District, upon prior notification to the employees, may deviate from the above times to a maximum of thirty (30) minutes. If the deviation of time is for a mandatory District meeting, the employees will be paid their hourly/pro-rated wage for any time that they are in attendance beyond the contractual workday as stated above.

### **B. Schedule for Professional Learning Days:**

Where the District schedules half-day professional learning for all employees, the following schedule will apply:

Elementary – 7:50 AM-10:30 AM and 12:30 PM-3:20 PM  
Secondary – 7:20 AM-10:00 AM and 12:00 PM-2:50 PM

For full-day professional learning (up to four times per year), the start time for all staff will be 7:50 AM and the end time will be 3:20 PM. If such day falls on a Friday and/or before a holiday recess, the end time will be 3:08 PM.

**C. Duty-Free Lunch Period:**

All employees who work twenty (20) or more hours per week shall receive an uninterrupted duty-free lunch period of thirty (30) minutes without pay each day.

**D. School Monitors:**

1. Generally:

Full-time school monitors will work staff development days and follow the same calendar as the Teacher Aides and, accordingly, their annual contract will be calculated using the same number of work days as the Teacher Aides.

Second shift (Evening School Monitors) normal workday will be from 2:30 p.m.-10:00 p.m. and they will receive an additional \$.25 per hour.

Except in the case of a layoff scenario, Daytime School Monitors will not otherwise be assigned the duties of the Evening School Monitors.

Regardless of assignment, employees who have not completed the required 60 hours of coursework will be laid off first in accordance with their date of hire as provided in Article XVI, Section 1(A) followed by the least senior unit member(s) based on District wide seniority in accordance with Article XVI, Section F.

Where the least senior member holds the position of Evening School Monitor, that member shall be affected by the layoff. The vacant Evening School Monitor position shall be posted internally and, if no member volunteers for the position, the next least senior member shall be given the option of accepting the

assignment to the Evening School Monitor position or being laid off. If the next least senior member refuses the assignment, the Evening School monitor position will be posted externally and filled at that time.

2. Building Entry School Monitors:

The District will post Building Entry School Monitor vacancies internally before posting externally. District-wide seniority will be used to select among internal candidates. An employee wishing to transfer from or into a building entry school monitor position shall utilize the transfer process outlined in Article XII, Section II.

Except for temporary assignments to cover for an absence or relieve a Regular Building Entry Monitor during breaks, an HTA member will not otherwise be permanently assigned to a building entry monitor position without his/her consent. The District will rotate temporary coverage to the extent practicable among up to five (5) of the least senior HTA members (excluding 1 on 1 Aides) who are available by building.

Where a vacancy exists that cannot be filled internally, an external candidate may displace the least senior HTA member, regardless of assignment. Employees who have not completed the required 60 hours of coursework will be laid off first in accordance with their date of hire as provided in Article XVI, Section 1(A) followed by the least senior unit member(s) based on District-wide seniority in accordance with Article XVI, Section F.

The District will provide consistent and adequate training for HTA members that serve in building entry monitor positions whether on a permanent or temporary coverage basis.

3. School Crossing Duties:

One (1) HTA member who performs school crossing duties at the Hamburg Middle School and one (1) at Charlotte Avenue Elementary shall receive an annual stipend of \$360.00 for performance of said duties. These assignments will be annually designated prior to the start of each school year. Volunteers

will first be sought for these assignments and selection among interested employees shall be made by seniority. If no members volunteer, the least senior members will be assigned these duties and paid the above stipend. Appropriate training and safety gear will be provided to individuals performing these duties.

## **ARTICLE X PROTECTION OF EMPLOYEES**

Employees shall be required to report, in writing, within twenty-four (24) hours if possible, any case of alleged assault or personal property damage in connection with their employment. The report shall be submitted to the appropriate building principal.

The Administrator shall promptly investigate the alleged assault or personal property damage and he shall take such action, as he/she deems necessary.

In the case of an assault by a pupil or non-pupil, the District will provide legal counsel to defend any Employee in any action arising out of any claim, demand, suit by reason of alleged negligence, or other act resulting in accidental bodily injury or death of any person or in accidental damage to, or destruction of property within or without the school building, providing such Employee, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment and under the direction of the District.

If criminal or civil proceedings are brought against the Employee alleging that he committed an assault against the pupil during the discharge of his duties within the scope of his employment or under the direction of the District, the District will furnish legal counsel to defend him in such proceedings.

Should any Employee be discharged or suspended by the District for conduct in his employment which results in litigation, whether instigated by the District or by a third person, said Employee shall be entitled to back pay if said Employee is found to be without culpability by the courts and is reinstated to his position by the District.



## **ARTICLE XI HEALTH BENEFITS**

### **A. Health Insurance**

The District will provide health insurance through the NY44 Health Benefits Plan Trust for all members from the Bargaining Unit. Any employee who accepts health insurance from the District must participate with NY44 Health Benefits Plan Trust. The district will contribute 85% of the plan costs. In the event the District no longer offers health insurance coverage through the NY44 Health Benefits Plan Trust, the District's contribution for any successor health insurance coverage shall be 85% of the lowest HMO rate offered by the District.

No overlapping types of medical insurance shall be permitted. The Employee must choose between coverage provided under this contract and the coverage available through a spouse.

#### **1. Part-Time Employees:**

For part-time Employees (20 hours or more), the District will contribute a percentage of the cost. The percentage of the District's contribution will be determined by the percentage of employment. Employees working 35 hours or more per week will be considered full time.

#### **2. Retirement:**

If requested upon retirement, the District will continue to enroll the employee in the District's health plan. The Employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the District. When one hundred and ten (110) employees are enrolled, the charge will 2.5%; one hundred and fifty (150) employees, 2.75%; two hundred (200) Employees, 3%.

### **B. Health Maintenance Account:**

The District has established a health maintenance account under IRS Section 105-h for each permanently appointed unit member who is regularly scheduled to work thirty (30) or more hours per week. The District will annually deposit \$200.00 in the employee's accounts. For members working

between twenty (20) and thirty (30) hours per week, the amount will be pro-rated according to their payroll status. The District shall pay any administrative fees associated with such 105-h account.

**C. Health Insurance Coverage Waiver:**

The District will pay a health insurance Waiver Payment of \$1,500 to each bargaining unit employee eligible for tiered family health insurance benefits who waives such coverage provided a minimum of 25% of all eligible bargaining unit employees waive such coverage. Waiver of any tiered family coverage will not result in eligibility for the \$1,500 stipend if single coverage is elected instead.

An eligible employee for the purposes of this waiver payment is hereby defined as an employee who is a member of the HTA bargaining unit (Teacher Aides/School Monitors' Unit) and who would be eligible to receive family health coverage by reason of his/her employment with the District but chooses to waive coverage. The waiver payment shall be paid as a one-time adjustment to wages (subject to taxes) at the end of the school year and shall not be pro-rated for any portion of the school year for any employee who requires re-enrollment into the District's health insurance program. Employees appointed after October 1 and prior to December 31 of any school year who waive coverage will be entitled to one-half of the waiver payment for that school year. Employees appointed after December 31 will not be eligible for this payment until the following school year. Duplicate coverage is prohibited; that is, a husband and wife both employed by the District are allowed to select one and only one health benefits plan for their family and neither shall be eligible for a waiver payment.

In the event that it is no longer available and/or the District no longer offers the NY44 Health Benefit Plan, the parties will meet to negotiate a waiver payment that is commensurate with the current savings experienced by the District under the current waiver. Eligible employees employed at less than 1.0 FTE, will be eligible for a prorated benefit commensurate with their FTE. For purposes of

calculating the percent of eligible employees necessary to trigger the waiver payment, such employees will be counted the same as a full-time employee.

**D. The HTA Dental Trust:**

The HTA Dental Trust shall have the sole authority to determine the types of dental coverage to be offered by the benefit trust. The District will make a payment to the benefit trust. The amount will be paid in two (2) installments during the year; July 1 and January 1, according to the following Schedule:

2019-2020 – \$30,000  
2020-2021 – \$31,000  
2021-2022 – \$32,000

The District will be allowed to review the benefit trust’s business records to ensure that the public monies contributed to the benefit trust have been expended in a manner consistent with the stated purpose of the benefit trust.

**E. One Twenty Five Plan:**

The District will maintain a Flexible Benefits Program in accordance with the provisions of Section 125 of the Internal Revenue Code of 1954, as amended. The One Twenty-Five Plan is comprised of seven (7) units as follows:

1. Hamburg Teachers Association, Local 2702 (Teachers Unit)
2. Hamburg Teachers Association, Local 2702 (Unit of Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Micro Repair Technicians)
3. Hamburg Teachers Association, Local 2702 (Teacher Aides/School Monitors’ Unit)
4. Office Employees
5. Maintenance and Custodial Employees
6. Administrators
7. District Employees

The costs and legal fees of the Plan will be paid 50% by the District with the other 50% being shared equally by the other groups that accept and agree to participate in the Plan.

## **ARTICLE XII JOB VACANCIES**

In the event there are any job vacancies/newly created positions, such jobs shall be emailed to HTA Members and posted on the District's website for five (5) working days. The posting shall contain the location, the assignment (if it is a one-on-one assignment, it will be indicated on the posting) and the number of hours per week. Any information related to vacancies posted from July 1 – August 19 will also be available by access to the District's website. Vacancies will not be posted between August 20 and the opening day of school.

If an Employee wishes to transfer to a different position, a request must come from the individual in the form of a letter to the Superintendent/Designee with a copy sent to the immediate supervisor.

Transfers to positions in the Employee's own building, as well as from one building to another, shall be made on the basis of their ability and performance of duty but shall be governed by seniority where equal ability and performance of duty have been demonstrated. A request for transfer does not assure procurement of the transfer.

## **ARTICLE XIII PERSONNEL FILES**

All Employee files shall be maintained under the following conditions:

1. The Employee, upon request to the appropriate administrator, shall have the right to review the contents of his/her file (maintained by the personnel office) during normal working hours, including any portion of the file electronically stored, except pre-employment references.
2. Upon written request to the appropriate administrator, single copies of material from his/her file, with the exception of pre-employment references, shall be made available to the Employee. A copy of the request shall be placed in the file attached to the item requested.
3. The Employee shall have the right to respond in writing to any material to be filed, except pre-employment references, which serves to evaluate the performance or service of said Employee. The response shall be reviewed and signed by the appropriate administrator and attached to the file copy.

4. No material, except copies of notification forms received by the District from the Southtown Teachers' Center to indicate satisfactory course completion and pre-employment references which serves to evaluate the performance or service of an Employee shall be placed in the files unless the Employee has had an opportunity to read the material and initial it. Such signature does not necessarily indicate agreement with the content. Upon satisfactory completion of each course of study, a copy of the Notification form (referred to above) received by the district from the Southtown Teachers' Center shall be placed in the Employee's file.

#### **ARTICLE XIV RETIREMENT BENEFIT**

The District will provide Section 41J of the New York State Employees' Retirement System which is the application of PTO days as additional service credit upon retirement. In an effort to encourage SRP attendance and help with substitute shortages, the District will provide \$65.00 per day up to two hundred and thirty-five (235) days at the time of retirement.

#### **ARTICLE XV SENIORITY & REEMPLOYMENT OF TEACHER AIDES/ SCHOOL MONITORS**

THIS ARTICLE APPLIES TO EMPLOYEES WHO WORK TWENTY (20) HOURS OR MORE PER WEEK.

A joint committee will approve and oversee the required classes which consist of sixty (60) clock hours of study. The joint committee will consist of two (2) HTA Members appointed by the Unit Chair of the HTA (Teacher Aide/School Monitors' Unit) and two (2) Administrators appointed by the Superintendent.

1. All new employees will be added to the District seniority list and have a two (2) calendar year period from the date of hire to complete their required sixty (60) clock hours of in-service and also be trained in the district safety plan. The District will pay Southtown Teachers' Center for the cost of required in-service courses.
2. Any new hire who fails to complete the sixty (60) clock hour coursework in two (2) calendar years of hire will be ineligible for continued employment and deemed resigning from their position. Prior to this resignation taking effect, the Employee will be notified of his/her opportunity to meet with the Superintendent/Designee in order to review their compliance. In the case of a layoff, employees who have not completed the required sixty (60) hours of coursework will be the first to be laid off in accordance with their date of hire.

3. Upon satisfactory completion of the sixty (60) clock hours of study, the Employee will be placed on the in-service seniority list and notified of his/her placement on said list. A copy of the notification will be placed in the Employee's personnel file.
4. By May 15<sup>th</sup> of each year, a copy of the seniority list will be provided upon request of the Unit Chair of the HTA.
5. Each Employee will receive a tentative assignment by June 20<sup>th</sup>.
6. All references to seniority in this Article refer to District seniority. District seniority will be defined as: Continuous employment from the first date of full employment until official termination of services.
7. In the event that a position is not available by August 20<sup>th</sup>, the affected Employee shall bump the least senior bargaining unit Employee.
8. Any Employee whose assignment ceases during the school year will be retained as a "District" substitute for the remainder of the school year.

## **ARTICLE XVI    EVALUATION**

All formal evaluations shall be conducted with the full knowledge of the Employee being evaluated. Each individual shall be informed of the criteria, procedure and timelines to be used for evaluations.

Employees shall be provided a copy of any evaluation prior to it being placed into the Employee's file. The Employee shall only sign the evaluation to indicate that he/she has received a copy. The Employee shall have the right to submit a written statement or rebuttal which shall be attached to the evaluation.

If an evaluation includes reference to work performance deficiencies which could lead to disciplinary action, the Employee will receive in writing, the corrective action needed, the assistance which can be provided to remedy the deficiency or problem, and a timeline for completion of corrective action set by the principal/supervisor, with input from the Employee.

Formal evaluation shall be completed and signed by the appropriate supervisor. There will be one formal evaluation every two (2) years, and completed by May 1st.

## **ARTICLE XVII      GRIEVANCE PROCEDURE**

**DEFINITION:** A grievance is a claim by an Employee that there has been, as to them, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

**Step I:** An Employee will first take the matter up informally or verbally with their immediate supervisor no later than ten (10) days after the alleged grievance first occurred.

**Step II:** If the grievance is not satisfactorily resolved in Step I, the grievant shall present the grievance in writing to their immediate supervisor, within five (5) school days after the informal conference. The immediate supervisor shall render a decision in writing within five (5) days and present the written decision to the grievant.

**Step III:** If the grievance is not satisfactorily resolved in Step II, the grievant may file an appeal in writing to the Superintendent/Designee shall meet with the grievant and his/her representative, if any, at a mutually agreeable date and time. The Superintendent/Designee shall have ten (10) days following the meeting to provide a written decision on the grievance to the grievant and his/her representative, if any.

**Step IV:** If the grievance is not satisfactorily resolved by the Superintendent/Designee at Step III, the Association may request arbitration within fifteen (15) days of receipt of the Superintendent/designee's answer. The arbitrator shall be chosen and the arbitration governed by the rules and procedures of the NYS Public Employment Relations Board. The cost of the arbitrator shall be borne equally by the parties. The Arbitrator is not to modify, enlarge, or restrict the provisions of this agreement. The authority of the Arbitrator does not extend to matters that are not covered in this contract. The decision of the Arbitrator shall be binding by both parties.

**RIGHT TO COUNSEL:** Both the District and Employee have the right to legal counsel and/or a representative of the Association at each stage of the grievance procedure.

**ARTICLE XVIII PAYCHECKS**

**A. Ten-Month Employees:**

Ten-Month Employees shall have the option of either 22 or 26 paychecks for the next school year by writing a letter to the personnel office prior to August 1, indicating his/her choice.

**B. Direct Deposit:**

The District maintains a direct deposit arrangement for all Employee payroll deposits for any bank or credit union that is licensed to do business in New York State and that is able to accept electronic fund transfers from the District's primary payroll depository. All bargaining unit members shall be required to use direct deposit for all payroll payments. Each employee will have payroll information provided for each payroll period.

**C. Accounting of Accumulated P.T.O. Time:**

An accounting of accumulated P.T.O. time will be given to each Employee entitled to P.T.O. leave. Each Employee will also receive a statement of salary and fringe benefits.

**ARTICLE XIX TWELVE-MONTH EMPLOYEES**

The sections under ARTICLE VII, Absences and Leaves, shall apply during the months of July and August.

Any full-time (twelve-month Employee) shall be entitled to receive, after completion of one year of service, ten (10) vacation days.

**ARTICLE XX TEACHER AIDES WORKING WITH STUDENTS WITH SPECIAL PHYSICAL MANAGEMENT NEEDS**

**A. Stipend:**

Any bargaining unit member regularly assigned to assist a student with Special Physical Management Needs, as hereinafter defined, will be paid an additional hourly Stipend as follows:

Effective September 1, 2019 – \$.75 per hour



Effective September 1, 2020 – \$1.00 per hour

**B. Eligibility for Stipend:**

1. Students with Individual Education Programs (IEPs):

Any bargaining unit member regularly assisting a student that has an IEP, with toileting and/or total care assistance as defined in Section C below, will be paid the Stipend provided for in Article XXI, Section A.

2. Pre-K Curriculum:

Any bargaining unit member regularly assigned to work with students in the Pre-K Curriculum will be paid the Stipend provided for in Article XXI, Section A for any month in which they provide assistance with toileting as defined in Section C below.

**C. Definition:**

The definition of a student with "Special Physical Management Needs" as used in this Article is as follows:

1. Toileting: The student requires physical assistance in the toileting process, diapering and/or maintaining proper hygiene on a regular basis.
2. Total Care: The student requires physical assistance with feeding, grooming and other activities of daily living, including hand-over-hand assistance (e.g. a student in a wheelchair who needs to be fed, groomed and hand-over hand transferred from his/her chair).

**D. Assignment/Approval Process:**

1. Students with Individual Education Programs (IEPs):

The determination of which bargaining unit members will receive the Stipend for providing services to students with special physical management needs will be made on an annual basis in accordance with the following process.

The Director of Pupil Services will make a recommendation to the Superintendent/Designee as to which members will be paid the Stipend based upon a determination of those members that will actually be providing physical assistance to students with "Special Physical Management Needs" as defined in Section C herein.

The Superintendent/Designee will review the information and recommendation provided by the Director of Pupil Services and will decide which bargaining unit members serving in the special education programs will be paid the Stipend. Notice will be provided to the HTA Unit Chair and to the affected bargaining unit members.

In the absence of the assigned bargaining unit member, a current full-time bargaining unit member who is assigned to act as the substitute for the student with special physical management needs will be paid the Stipend for the duration of the substitute assignment. The additional Stipend will not be paid to a substitute Teacher Aide called from the Teacher Aide Substitute list. However, the additional Stipend may be paid where the position is filled by a long-term substitute.

A duty statement will be given to each bargaining unit member that will provide information regarding the student's special physical management needs and will identify how assistance will be provided. Members who work with children with special physical management needs will receive training within the first two weeks of school. For members hired during the school year, training will be provided as soon as possible.

## 2. Pre-K Curriculum:

Bargaining unit members working in the Pre-K Curriculum will be paid the Stipend provided for in Article XXI, Section A for any month in which they provide toileting assistance to one or more students. The additional hourly Stipend will be paid for the full day or days during which the

bargaining unit member provided such assistance on one or more occasions. Payment will be made in accordance with the following process.

The bargaining unit member will submit a Monthly Data Tracking Sheet (Pre-K Toileting) to the Building Principal by the end of the day on the first Monday of the month following the month being reviewed. After review, the Building Principal will forward the Tracking Sheet to Human Resources for review and approval. Human Resources will notify the bargaining unit member by e-mail by the first Friday of each month as to the status of the Stipend for the month being reviewed.

Any dispute over whether bargaining unit members should be paid the Stipend provided for in Article XXI because they are providing toileting and/or total care assistance for students with Individual Education Programs and/or in the Pre-K Program will be resolved through the grievance and arbitration process provided for in this collective bargaining agreement.

**ARTICLE XXI SALARY AND LONGEVITY**

**Salary increases during the term of this Agreement shall be as follows:**

Unit members shall advance one step on September 1 of each year unless otherwise agreed by the parties.

<b>STEP</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
1	\$ 11.80	\$ 12.50	\$ 13.00
2	\$ 11.92	\$ 12.60	\$ 13.25
3	\$ 12.39	\$ 12.70	\$ 13.75
4	\$ 13.03	\$ 13.36	\$ 14.25
5	\$ 13.88	\$ 14.23	\$ 15.00
6	\$ 14.40	\$ 14.76	\$ 15.50
7	\$ 15.12	\$ 15.50	\$ 16.25
8	\$ 16.31	\$ 16.72	\$ 17.35
9	\$ 17.50	\$ 17.94	\$ 18.50
10	\$ 17.91	\$ 18.50	\$ 19.25

**Longevity:**

Unit members who have advanced past step 10 with between fifteen (15) and eighteen (18) years of service with the District shall receive the following stipend per year:

2020-2021	\$500.00
2021-2022	\$550.00

Unit members who have advanced past step 10 with eighteen (18) years or more of service with the District shall receive the following stipend per year:

2019-2020	\$1,500.00
2020-2021	\$1,550.00
2021-2022	\$1,600.00

An Employee, whose employment commenced September 1 to January 31, would be considered as having one (1) completed year of service on the following June 30. An Employee, whose employment commenced, February 1 to June 30 inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That Employee's complete year of service would be on September 1 the following year.

**ARTICLE XXII SCOPE AND DURATION OF AGREEMENT**

**A. Totality of Agreement:**

This contract incorporates the entire understanding of both parties on all issues that have been discussed during negotiations.

**B. Scope of Agreement:**

The Agreement shall supersede any rules, regulations, or practices of the District that shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the District with respect to all matters not specifically covered in this Agreement shall remain the rights and prerogatives of the District.

**C. Conformity to Law:**

If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced.

**D. Negotiations Procedure:**

If either party to this agreement wishes to negotiate for a successor agreement, they shall notify the other party in writing by February 1 and negotiations will begin no later than May 1 of the final year of this agreement.

**E. Duration:**

Unless otherwise provided herein, each provision of this Agreement shall be effective from September 1, 2019 through August 31, 2022, and thereafter unless and until modified by subsequent written agreement between the parties.

**F. Legislative Implementation:**

**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.**

**IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this agreement on the dates set forth below.**

**FOR THE HAMBURG CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Michael Cornell, Superintendent**

**FOR THE HAMBURG TEACHERS ASSOCIATION, LOCAL 2702  
TEACHER AIDES/SCHOOL MONITORS' UNIT**

\_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amy Takacs, President**

\_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Ania Gibbon, Unit Chair**