

**A G R E E M E N T**

by and between

**THE SUPERINTENDENT OF SCHOOLS**

of the

**THE WATERTOWN CITY  
SCHOOL DISTRICT**

and

**WATERTOWN INSTRUCTIONAL  
TEACHER ASSISTANTS ASSOCIATION**

**July 1, 2020 - June 30, 2025**

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**THE WATERTOWN CITY SCHOOL DISTRICT  
WATERTOWN, NEW YORK**

**WATERTOWN INSTRUCTIONAL TEACHER ASSISTANTS ASSOCIATION  
AGREEMENT**

**July 1, 2020 - June 30, 2025**

The Board of Education of the Watertown City School District of the City of Watertown, New York, having recognized the Watertown Instructional Teacher Assistants Association as the exclusive representative of all employees of said school district engaged in the performance of duties as regularly employed Teacher Aides, Licensed Practical Nurses, 10-Month Clerical Workers, Information Technology Specialist, and Teacher Assistants does hereby enter into the following agreement.

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

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

**ARTICLE I  
DURATION OF AGREEMENT**

This Agreement and all of its terms and provisions is effective and shall remain in full force for a period of four school year commencing July 1, 2020, and terminating June 30, 2025, and shall control and govern all matters herein set forth throughout said period.

**ARTICLE II  
MODIFICATION**

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

**ARTICLE III  
ASSOCIATION BUSINESS**

**A. Membership**

The District agrees that it will comply with its obligations under Civil Service Law §208 as amended on April 12, 2018. Those obligations include the following:

1. (a) On the first Wednesday of every calendar month, the District will provide to the bargaining unit President and Vice President a list of all the new employees eligible for membership in the bargaining unit who are:
  - i. Newly hired or reemployed; and/or
  - ii. An employee recently promoted or transferred into a position represented by the bargaining unit where such employee was not previously in a position represented by the bargaining unit.

(b) The definitions of hired, reemployed, recently promoted, or transferred shall apply to all the terms of this Article.

2. The list provided by the District to the bargaining unit shall contain at minimum the employee's name, address, job title, employing agency, department or other operating unit, work location, and salary.
3. Union Meetings Under Taylor Law: New Employee Orientation Prior to the Start of School Year.
  - i. As part of New Employee Orientation that takes place outside of a regular workday and/or prior to the start of the school year, the District will provide a one (1) hour block of time for new, reemployed, promoted, or transferred employees as identified above to meet with the representative(s) of the bargaining unit.
4. Union Meetings Under Taylor Law: Monthly New Employee Meetings
  - i. Once a month on a schedule agreed to by the Parties, new, reemployed, promoted, or transferred employees will be permitted a reasonable amount of time without charge to such employee's leave credits to meet with a union representative designated by the bargaining unit. The Parties agree that the agreed to meeting is one (1) group meeting per month for all new, reemployed, promoted, or transferred employees identified above as hired in the previous month to meet with a designated union representative.
  - ii. The District and bargaining unit agree that such meeting time shall be at least 30 minutes, but on a case by case may be longer as agreed to by the District and the bargaining unit.
  - iii. Where the designated union representative must travel to a different building to meet with the new employees, the representative shall be granted additional time as necessary for accommodating roundtrip travel time.
  - iv. Arrangements for the monthly meeting must be scheduled in consultation with the Superintendent or her/his designee. The union representative may use either time under Association Business Days or the representative's own necessary business leave time for such meeting.

B. Association Time

1. On the first Superintendent's day of the new school year, the Association shall have a forty-five (45) minute block of time as agreed to by the Parties for the Association to meet with its membership. The District will note the Association meeting time on any agenda for the Superintendent's conference days.
2. The Association shall be granted six (6) days for use by the Unit President and/or their designee for Association business.

C. Dues Authorization and Deduction

1. The District agrees to deduct from the salaries of unit members, dues for the Watertown Clerical and Support Related Professionals' Association, as said members individually and voluntarily authorize the District to deduct in accordance with the terms of the signed dues deduction authorization card, and to transmit the monies promptly to the treasurer of the bargaining unit.
2. The Association agrees to provide all executed dues authorization cards signed by newly hired employees to the District or by any other employee eligible to join the union and who authorizes the deduction of dues from the employee's paycheck. The District shall have no obligation whatsoever to deduct dues from any employee unless the District has been provided a copy of a properly signed dues authorization card.
3. The District agrees to abide by the terms and conditions of revocation of a properly signed dues authorization card consistent with the terms and procedure outlined on the dues authorization card pursuant to the requirements of New York State Civil Service Law.
4. The right to such membership dues deduction shall remain in full force and effect until:
  - i. an individual employee revokes membership in the employee organization in writing in accordance with the terms of the signed authorization; or
  - ii. the individual employee is no longer employed by the public employer, provided that if such employee is, within a period of one year, employed by the same public employer in a position represented by the same employee organization, the right to such dues deduction shall be automatically reinstated.

**ARTICLE IV  
DEFINITIONS**

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

- a) managing records, materials, and equipment;
- b) attending to the physical needs of children, and
- c) assisting teachers and students by redirecting and supporting students to complete tasks.

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

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

- a) working with individual pupils or groups of pupils on special instructional projects;
- b) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- c) assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- d) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign language, arts, crafts, music, and similar subjects;
- e) assisting in related instructional work as required; and
- f) substituting shall not be defined as a primary duty of Assistants. Assistants shall be called upon to substitute for a teacher only on an emergency basis.

**LICENSED PRACTICAL NURSE –**

DUTIES:

- a) provides health service to promote, protect, maintain, and improve the health of pupils;
- b) communicates and counsels with both students and adults on health-related matters;
- c) observes student activity in the health office and reports clinical observations or information obtained to the RN for further assessment;
- d) serves as a resource person in health instruction;
- e) trains and supervises ancillary personnel; and
- f) carries out the duties of the nurse in the school with detailed procedures as set forth in the Health Services Manual.

**INFORMATION TECHNOLOGY SPECIALIST** – A 12-month position authorized and approved through the City of Watertown Civil Service, appointed by the Board of Education to provide training, instruction, guidance, and expertise on information technologies to the District's staff and employees through the District's Technology Department.

**TEMPORARY APPOINTMENTS: One-to-One Teacher Aides**

The Association understands that in certain cases, the Board of Education may make temporary appointments for one-to-one teacher aide positions to accommodate student and District needs. Employees who work, or are expected to work, in excess of 30 school days of the normal school year (or continuously over two (2) school years exclusive of the summer months), shall receive the Step 1 hourly rate for that position and statutory benefits including retirement (if eligible),

unemployment insurance, social security, and Workers' Compensation. The temporary employee will not accrue seniority, will not earn leave benefits, receive health insurance, or other fringe benefits.

Temporary employees who work on a continuous basis without a break in service (a break in service is defined as any such periods of absence by the employee in excess of ten consecutive working days) in excess of 30 school days will be appointed to a position. Provided no break in service has occurred, seniority for layoff purposes only will be retroactive to the initial temporary appointment date. The subsequent permanent appointment by the Board of Education will then be subject to Civil Service probationary rules. The District shall inform the Association president immediately of any such temporary appointments.

## **ARTICLE V PAY**

### **A. Pay**

The hourly pay of Teacher Aides, Teacher Assistants, and Licensed Practical Nurses shall be determined in accordance with the salary schedules (Appendix "A") attached hereto. Ten-month clerical and ITS workers shall receive an increase to base pay consistent with the percentages below plus the adjustment in hourly rate where indicated. Generally, the Parties agree that salaries each year over the previous year shall be increased as follows:

#### 2020-2021: (Retroactive pay to 7/1/2020):

- 3.25% inclusive of increment.
- Members whose titles are not on the salary schedule shall receive an increase to base pay of 3.25%.

#### 2021-2022: (Retroactive pay to 7/1/2021):

- 3.25% inclusive of increment, plus \$0.25/hour added to steps L10-L30 on the salary schedule.
- Members whose titles are not on the salary schedule shall receive an increase to base pay of 3.25% and members who have completed at least 10 years of service as of July 1, 2021, shall receive an additional \$0.25/hour to base pay.

#### 2022-2023:

- 3.25% inclusive of increment.
- Members whose titles are not on the salary schedule shall receive an increase to base pay of 3.25%.

#### 2023-2024:

- 3.25% inclusive of increment, plus \$0.25/hour added to steps L10-L30 on the salary schedule.
- Members whose titles are not on the salary schedule shall receive an increase to base pay of 3.25% and members who have completed at least 10 years of service as of July 1, 2023, shall receive an additional \$0.25/hour to base pay.

#### 2024-2025:

- 3.5% inclusive of increment.
- Members whose titles are not on the salary schedule shall receive an increase to base pay of 3.5%.

B. Overtime

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

C. Calculation of Years of Service

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

D. Longevity

Ten-month clerical and 12-month ITS workers who at the beginning and for the duration of this agreement are commencing their tenth (10), fifteenth (15), twentieth (20), twenty-fifth (25), or thirtieth (30) year of District service in the District shall be entitled to a \$525.00 addition to their base salary.

E. Coaching

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

**ARTICLE VI  
LEAVE TIME**

A. **10-Month Members**

**NECESSARY (PERSONAL) BUSINESS DAYS:**

All employees covered by this Agreement are entitled to three (3) necessary business days per year subject to the following:

- 1) Normally a reason or excuse for a necessary business absence will not be required, but reasonable notice must be given by the employee to his/her immediate supervisor or the Director of Human Resources. Whenever possible at least forty-eight (48) hours advance notice for the use of a necessary business day will be given.
- 2) In the absence of special circumstances to be reported by the employee to his/her immediate supervisor and to the Superintendent of Schools, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.
- 3) Unused necessary business days can accumulate to a maximum of five (5) days



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

**SICK LEAVE:**

All employees covered by this Agreement are entitled to fifteen (15) sick and family leave days per year cumulative to a total of 200 days subject to the following:

- 1) For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
- 2) A doctor's certificate or other proof acceptable to the district may be required for any absence for sickness after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps as necessary to verify appropriate use of such leave.
- 3) Unit members will be charged hourly for sick leave usage.
- 4) Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative or significant other living in the same household. In cases of persons other than the above, the unit member shall submit to the Superintendent of Schools and his/her immediate supervisor written justification for closeness for relationship(s) and need in the particular situation. This shall be submitted as soon as practicable. The WITAA President shall be informed of any request for the use of family illness leave for a person outside the above definition made to the Superintendent. The WITAA President will then be informed of the Superintendent's decision.

**B. 12-Month Members**

**SICK LEAVE:**

All employees covered by this agreement are entitled to eighteen (18) sick and family leave days per year cumulative to a total of 200 days subject to the following:

- 1) For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
- 2) A doctor's certificate or other proof acceptable to the district may be required for any absence for sickness after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps as necessary to verify appropriate use of such leave.
- 3) Unit members will be charged hourly for sick leave usage.
- 4) Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative or significant other living in the same

household. In cases of persons other than the above, the unit member shall submit to the Superintendent of Schools and his/her immediate supervisor written justification for closeness for relationship(s) and need in the particular situation. This shall be submitted as soon as practicable. The WITAA President shall be informed of any request for the use of family illness leave for a person outside the above definition made to the Superintendent. The WITAA President will then be informed of the Superintendent's decision.

**BEREAVEMENT LEAVE:**

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

- 1) Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative or significant other living in the same household.
- 2) In cases of relative other than the above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent of Schools, written justification as to the closeness of relationship. In these instances, it is understood that there is no requirement to grant five (5) days of leave and that the District will consider other relations on a case-by-case basis. Furthermore the District reserves the right to limit leave time to the day of the funeral only.
- 3) Each employee will be entitled to five (5) days' absence for each death in the family.

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

**B. 12-Month Members**

**NECESSARY (PERSONAL) BUSINESS DAYS:**

All employees covered by this Agreement are entitled to three (3) necessary business days per year subject to the following:

- 1) Normally a reason or excuse for a necessary business absence will not be required, but reasonable notice must be given by the employee to his/her immediate supervisor or the Director of Human Resources. Whenever possible, at least forty-eight (48) hours advance notice for the use of a necessary business day will be given.
- 2) In the absence of special circumstances to be reported by the employee to his/her immediate supervisor and to the Superintendent of Schools, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.
- 3) Unused necessary business days can accumulate to a maximum of five (5) days per each employee. All unused necessary business days in excess of those five

(5) days shall accrue as sick leave and are added to any balance accrued at the end of each school year.

**VACATION:**

Members working in positions designated by the District as 12-month full-time positions shall be entitled to accrue and use vacation time as indicated below. All vacation time will be awarded on July 1 based on the previous year of service and must be used in the year in which it is awarded.

<u>Years of Service</u>	<u>Vacation Days</u>
Less than 1	2 weeks prorated by full months of service
1 to 6 years	2 weeks' vacation time
7 to 14 years	3 weeks' vacation time
15 to 22 years	4 weeks' vacation time
23+ years	5 weeks' vacation time

Note: 12 month members are not awarded snow days

**ARTICLE VI-A  
SICK LEAVE BANK**

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

**ARTICLE VII  
EXTENDED ABSENCE**

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

**ARTICLE VIII  
HEALTH INSURANCE**

- a) For employees who work thirty (30) hours or more per week, the District will pay 85% of the employee's premium for health insurance with the employee paying the remaining amount. The employee's share will be deducted from the employee's paycheck.
- b) Each unit member shall have the right to participate in a full IRS 125 cafeteria plan.
- c) Health Insurance coverage upon retirement:
  - 1. Employees hired before July 1, 2006, will continue to be eligible for health insurance at retirement after five years of service in the District, paid at 100% by the District.

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

<b>Years of Service in District</b>	<b>Employee Premium Contribution</b>	<b>District Premium Contribution</b>
5-9	75%	25%
10-19	50%	50%
20-24	25%	75%
25+	0%	100%

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

**ARTICLE IX  
DENTAL INSURANCE**

The District will pay, if requested, a maximum of \$50 per year toward individual plan or \$100 per year toward the family plan for each employee who works thirty (30) or more hours per week. It is understood the District and all its bargaining units must agree to a change in dental insurance provider or any change to existing benefits or coverage. Any recommendation to change plans shall require the approval of the Board of Education.

**ARTICLE X  
RETIREMENT INCREMENT**

Any employee, covered by this Agreement, who retires after the completion of ten (10) years of service in the Watertown City School District, shall be compensated for accumulated sick leave up to 200 unused days at \$18 per day. Employees working four (4) hours or less per day will be compensated at one-half of the above rates.

**ARTICLE XI  
RETIREMENT PLAN**

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

**ARTICLE XII  
EMPLOYMENT OPENINGS**

**1. SENIORITY LAYOFF AND RECALL**

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

**2. FILLING VACANCIES**

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

**ARTICLE XIII  
SCHOOL CLOSINGS**

**1. EMERGENCY SCHOOL CLOSINGS:**

- a) When schools are closed due to emergency conditions, employees covered by this Agreement are not to report for work unless specifically directed to report by the Building Principal and/or immediate Supervisor. Employees who are directed and report for work shall receive their regular salary for that day.

- b) When an individual school is closed due to emergency conditions, only those employees assigned to that school are not to report for work unless specifically directed otherwise.
- c) On days when the district delays or releases early due to inclement weather or emergency conditions, employees covered by this Agreement who report for work will not be charged leave or otherwise suffer any loss of pay for those hours for which the school delayed or released early.
- d) In order to allow leave time for inclement weather or when schools are closed due to emergency conditions, the District agrees to allow employees covered by this Agreement, with the exception of 10-month clerical workers, to use up to six (6) days of paid inclement weather leave. Ten-month clerical workers are considered essential personnel and are expected to report to work on such days. Furthermore, in the event that an eligible employee has no accumulated inclement weather leave remaining, the employee will be forced to take leave without pay on the day of the closing.
- e) Upon separation of service by resignation or retirement, any accrued inclement weather leave will be forfeited and not paid for.

2. **PLANNED SCHOOL CLOSINGS:**

- a) When school is closed for Superintendent's Day or any other planned closing and this announcement is made at least the day prior to the closing, employees will not be required to report for work unless specifically directed otherwise, and shall not be paid for this day. Supervisors are encouraged to have employees report on Parent-Teacher Conference Days for planning purposes, assist with conferencing, or any other appropriate activity.
- b) When an employee is specifically directed to report for work, they will receive wages for the actual hours worked.
- c) If the District makes reporting for work optional, then the employee shall be paid for their regular workday.
- d) The District will schedule one four-hour in-service workshop for members of the bargaining unit, to be held concurrently with a Superintendent's Conference Day. A committee, chosen by the Association, shall develop a plan for the four-hour session, and shall deliver the plan to the Superintendent of Schools for implementation. The plan shall be submitted three months in advance of the Superintendent's Conference Day.

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

**ARTICLE XIV  
HOLIDAYS**

- 1. The following days shall be observed as paid holidays for all unit members for the duration of this contract:

Columbus Day, Veteran's Day, New Year's Day, Memorial Day, Thanksgiving Day, Christmas Day, and Martin Luther King Jr., Day

2. Good Friday will only be a workday if it is an instructional workday (make-up) and teachers work and students are in session.
3. The following days shall be observed as paid holidays for 12-month unit members for the duration of this contract.

4<sup>th</sup> of July, Labor Day, Friday after Thanksgiving (unless it is an instructional day)

#### **ARTICLE XV GRIEVANCE PROCEDURE**

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

#### **DEFINITIONS:**

"Grievance" shall mean any alleged violation, misinterpretation, or inequitable application of this Agreement.

"Grievant" shall mean any employee, group of employees, or the Association.

#### **GENERAL PROVISIONS:**

The procedure is as follows:

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

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

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

#### **PROCEDURE:**

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

Stage 2: If the grievance is not resolved at Stage 1, the grievant may prepare a written

statement of the grievance, and within five (5) working days may present that request or review of the grievance to the Director of Human Resources.

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

Stage 3: If the grievance is not resolved at Stage 2, the grievant may, within five (5) working days, refer the grievance to the Superintendent of Schools. Within five (5) working days after receiving the grievance, the Superintendent of Schools shall meet with the grievant to discuss the grievance. Within five (5) working days after such meeting, the Superintendent of Schools shall make a determination in writing and send a copy to the grievant and to the President of the W.I.T.A.A.

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

#### **ARTICLE XVI EQUALITY OF OPPORTUNITY**

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

#### **ARTICLE XVII SAVINGS CLAUSE**

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

#### **ARTICLE XVIII TRAINING**

Whenever possible, training that is required of unit members shall be completed during work hours. Unit members shall be compensated at an hourly wage calculated pro-rata from their yearly wage when training outside or regular work hours is required by the District. At the Superintendent or their designee's sole discretion additional training opportunities may be offered to unit members during the course of the academic year. If a unit member chooses to attend any of these optional training opportunities which are offered outside of the member's



work day, the unit member will be paid at a rate of \$22.00 per hour to attend such voluntary professional development.

**ARTICLE XIX  
ELECTRONIC RECORDING**

When video or audio recordings are utilized by the District as a basis for counseling or in a disciplinary proceeding, the unit member and the Association representing the member shall have the right to view and/or listen to such evidence.

**ARTICLE XX  
STATUTORY NOTICE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF THIS Agreement has been executed this 28<sup>th</sup> day of October 2021

**WATERTOWN INSTRUCTIONAL TEACHER  
ASSISTANTS ASSOCIATION**

**WATERTOWN CITY SCHOOL DISTRICT**

Brian P. Morrison  
Brian Morrison  
Acting President

Patricia LaBarr  
Patricia LaBarr  
Superintendent of Schools

10/28/2021  
Date

10/28/2021  
Date

**APPENDIX A - Salary Schedules**

2020-2021 Schedule						
Step	Teacher Aide		Teacher Assistant		Licensed Practical Nurse	
1	\$15.42		\$16.27		\$18.71	
2	\$15.81		\$16.60		\$19.18	
3	\$16.19		\$17.02		\$19.62	
4	\$16.58		\$17.37		\$20.12	
5	\$16.93		\$17.76		\$20.59	
6	\$17.48		\$18.31		\$21.79	
L10	\$18.18		\$19.00		\$22.52	
L15	\$18.82		\$19.63		\$22.86	
L20	\$19.35		\$20.19		\$23.47	
L25	\$19.90		\$20.74		\$23.97	
L30	\$20.68		\$21.54		\$24.88	

2021-2022 Schedule						
Step	Teacher Aide		Teacher Assistant		Licensed Practical Nurse	
1	\$15.66		\$16.53		\$19.01	
2	\$16.07		\$16.86		\$19.49	
3	\$16.45		\$17.30		\$19.93	
4	\$16.84		\$17.65		\$20.44	
5	\$17.20		\$18.04		\$20.92	
6	\$17.76		\$18.60		\$22.14	
L10	\$18.73		\$19.55		\$23.13	
L15	\$19.37		\$20.19		\$23.47	
L20	\$19.91		\$20.76		\$24.09	
L25	\$20.47		\$21.32		\$24.61	
L30	\$21.26		\$22.14		\$25.53	

**APPENDIX A - Salary Schedules (Continued)**

<b>2022-2023 Schedule</b>						
<b>Step</b>	<b>Teacher Aide</b>		<b>Teacher Assistant</b>		<b>Licensed Practical Nurse</b>	
1	\$16.00		\$16.89		\$19.42	
2	\$16.41		\$17.22		\$19.91	
3	\$16.80		\$17.67		\$20.36	
4	\$17.20		\$18.03		\$20.88	
5	\$17.57		\$18.43		\$21.36	
6	\$18.14		\$19.00		\$22.61	
L10	\$19.13		\$19.97		\$23.62	
L15	\$19.78		\$20.63		\$23.97	
L20	\$20.34		\$21.21		\$24.61	
L25	\$20.91		\$21.78		\$25.13	
L30	\$21.71		\$22.61		\$26.07	

<b>2023-2024 Schedule</b>						
<b>Step</b>	<b>Teacher Aide</b>		<b>Teacher Assistant</b>		<b>Licensed Practical Nurse</b>	
1	\$16.38		\$17.29		\$19.89	
2	\$16.80		\$17.64		\$20.38	
3	\$17.20		\$18.09		\$20.85	
4	\$17.62		\$18.46		\$21.38	
5	\$17.99		\$18.87		\$21.88	
6	\$18.58		\$19.45		\$23.15	
L10	\$19.84		\$20.70		\$24.44	
L15	\$20.51		\$21.37		\$24.80	
L20	\$21.08		\$21.97		\$25.45	
L25	\$21.66		\$22.55		\$25.99	
L30	\$22.48		\$23.40		\$26.95	

**APPENDIX A - Salary Schedules (Continued)**

2024-2025 Schedule						
Step	Teacher Aide		Teacher Assistant		Licensed Practical Nurse	
1	\$16.78		\$17.71		\$20.36	
2	\$17.22		\$18.06		\$20.87	
3	\$17.63		\$18.53		\$21.35	
4	\$18.05		\$18.90		\$21.89	
5	\$18.43		\$19.32		\$22.40	
6	\$19.03		\$19.92		\$23.71	
L10	\$20.32		\$21.20		\$25.03	
L15	\$21.01		\$21.88		\$25.39	
L20	\$21.60		\$22.49		\$26.06	
L25	\$22.19		\$23.09		\$26.61	
L30	\$23.04		\$23.97		\$27.60	