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

Title: **Yorktown Central School District and Instructional Assistants Chapter of Yorktown Congress of Teachers (IAC-YCT) (2002)**

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Union: **Instructional Assistants Chapter of Yorktown Congress of Teachers (IAC-YCT)**

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6564

AGREEMENT

between

BOARD OF EDUCATION OF  
YORKTOWN CENTRAL SCHOOL DISTRICT

and

INSTRUCTIONAL ASSISTANTS CHAPTER OF THE  
YORKTOWN CONGRESS OF TEACHERS

Sept. 1, 2002 - Aug. 31, 2005

**RECEIVED**

MAR 28 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

145

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This Agreement is made and entered into on this 20th day of November, 2002, by and between the Board of Education of the Yorktown Central School District (hereinafter referred to as the "Board") and the Instructional Assistants Chapter of the Yorktown Congress of Teachers (hereinafter referred to as the "IAC-YCT") and shall be effective per Article XVIII.

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the IAC-YCT as the exclusive employee organization representing the Instructional Assistants employed by the Board for the purpose of negotiating collectively, and entering into written agreements concerning, the determination of their terms and conditions of employment and for the administration of grievances arising thereunder. It is understood and agreed that "Instructional Assistants" are Teacher Aides under the Civil Service Law.

B. This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.

C. This recognition is conditioned upon IAC-YCT having affirmed 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 such a strike.

## ARTICLE II

### NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT

On or about April 1, 2005 the parties will enter into good faith negotiations over a successor agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Section 1 - Definition of Grievance

A grievance is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation or misapplication of this Agreement. A grievance, however, excludes any matter which involves (a) nonapproval for reappointment, (b) Board discretion or Board policy, or (c) any matter as to which a method of review is prescribed by law or applicable by-law, rule or regulation having the force and effect of law.

#### Section 11 - Level I - Informal

When practical, efforts shall be made to resolve grievances informally at the building level. The employee orally and informally confers with his or her immediate supervisor in a genuine effort to resolve the grievance. If the problem is unresolved and the immediate superior was someone other than the building principal, it should be reviewed informally with the building principal.

#### Section III - Level II - Formal

The grievance shall be presented in writing to the grievant's immediate superior and to the principal with whom it will be discussed directly or through the IAC-YCT's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the IAC-YCT's Representative of his or her decision in writing within five school days after the formal grievance was presented.

#### Section IV - Level III - Superintendent

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level II, or if no decision has been rendered within five school days after the presentation of his or her grievance, then within five school days thereafter he or she may file his or her grievance in writing with the Superintendent. Within five school days after such filing, the aggrieved party and the IAC-YCT Representative shall meet with the Superintendent or his designee in an effort to resolve the grievance. The Superintendent or his designee will inform the aggrieved party and the IAC-YCT president of his decision within five school days following the meeting.

#### Section V - Level IV - Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III, or if no decision has been rendered within ten school days of the meeting with the Superintendent or his designee, then within ten school days thereafter he or she may file his or her grievance in writing with the Clerk of the Board. Within ten school days after such filing, the aggrieved party and the IAC-YCT Representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the IAC-YCT president of its decision within ten school days following the meeting. The decision of the Board shall be final and binding.

#### Section VI - Miscellaneous

In the event a grievance is filed which might not finally be resolved at Level IV under the time limits set forth herein by the end of the school term, and which if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the Board shall wherever practicable reduce the time limits set herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

If, in the judgment of the IAC-YCT's Grievance Committee, a grievance affects a group or class of instructional assistants, the IAC-YCT may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level III.

Decisions rendered at Levels II, III and IV of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the President of the IAC-YCT.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, may be prepared and given appropriate distribution by the IAC-YCT after approval by the Superintendent so as to facilitate operation of the grievance procedure.

Nothing herein contained will be construed as limiting the right of any instructional assistant having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the IAC-YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the IAC-YCT, and that the IAC-YCT has been given the opportunity to be present at such adjustment to state its views or is given notice of such adjustment.

No reprisals of any kind shall be taken by the IAC-YCT or by the Board or by any member of the Administration against any party in interest, any IAC-YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. An instructional assistant's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

ARTICLE IV

SALARIES

A. The instructional assistant hourly rate schedule for each of the three years of this Agreement shall be as follows:

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
Step 1	9.11	9.47	9.82
Step 2	9.76	10.15	10.51
Step 3	10.91	11.35	11.75
Step 4	11.86	12.33	12.77
Step 5	12.83	13.35	13.83
Step 6	14.39	14.97	15.51
Step 7	15.97	16.61	17.21
Step 8	17.46	18.16	18.81

B. When an instructional assistant is hired prior to February 1, he or she shall progress to the next step as of September 1 of the following school year. When an instructional assistant is hired after February 1, he or she shall remain on his or her current step until August 31 of the following school year before step advancement is made.

C. Instructional assistants who work four hours or more shall receive a paid thirty-minute duty free lunch period. Instructional assistants may leave their building during their lunch period upon notification to the building administrator.

D. Instructional assistants shall be paid for any day during the school year when the school in which the instructional assistant works has an unscheduled closing. They shall be paid for such day for the number of hours they would have worked had the school not been closed.

E. To the extent possible, instructional assistants' paychecks shall be paid at regular intervals and equalized throughout the school year.

F. After fourteen years of cumulative employment with the District, an instructional assistant shall receive a longevity increment each year in the amount of \$1,000.00. This amount is



to be paid on an annualized basis, that is, paid in equal amounts over all pay periods in the school year.

Effective September 1, 1997, after 19 years of cumulative employment with the district, an instructional assistant shall receive an additional longevity increment of \$500.00.

G. If an instructional assistant substitutes for an absent teacher for a full day, he or she shall be paid per day one-half of the prevailing per diem substitute rate in addition to his or her regular pay or the prevailing daily substitute rate, whichever is higher. For half a day or more but less than a full day, he or she shall be paid at an hourly rate prorated on the prevailing per diem substitute rate in addition to his or her regular pay. For less than half a day, he or she shall be paid at the rate of \$7 per hour or a part thereof in addition to his or her regular pay.

#### ARTICLE V

##### REIMBURSEMENT FOR CLOTHING OR OTHER PERSONAL PROPERTY

The Board shall reimburse an instructional assistant for clothing or other personal property normally brought into school (or brought into school with permission of the instructional assistant's immediate supervisor) which is damaged or destroyed in the discharge of the instructional assistant's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

#### ARTICLE VI

##### NOTIFICATION OF CONTINUED EMPLOYMENT; NOTICE OF VACANCIES AND NEW POSITIONS

A. Under normal circumstances, notification to instructional assistants of continued employment will be made by the immediate supervisor by May 15 of each year.

B. Notification of IAs of their assignments and hours for the following year, will be made by the last day of school in the

preceding year, with the understanding that any such notification is tentative and subject to change due to various factors that affect the School District's staffing decisions such as, but not limited to, resignations, enrollment changes and the like. The District will not post instructional assistant vacancies between June 1 and the last day of school.

C. Notice of instructional assistant vacancies and new positions shall be posted in each of the school buildings when known. A copy of such notice shall be sent to the president of IAC-YCT and to a person in each school designated by the IAC-YCT. During the summer such notice shall go only to the president.

## ARTICLE VII

### LAYOFF AND RECALL

In the event of layoff, instructional assistants shall be laid off in the reverse order of seniority. If jobs reopen, they shall be recalled in order of seniority. If an instructional assistant is recalled for a position the hours of which are less than half of his or her previous position, he or she may refuse the position and remain in his or her place on the recall list.

This Article shall not apply to any dismissal of an instructional assistant other than by reason of layoff resulting from the elimination of hours or positions.

For the purpose of this Article, seniority shall be calculated from the first day of the most recent employment with the Board.

## ARTICLE VIII

### SICK LEAVE

A. Instructional assistants shall be entitled to six sick leave days during each of the first three years of employment. Commencing with the fourth year of employment, Instructional Assistants shall be entitled to twelve sick leave days in each school year. However, Instructional Assistants hired on or

before January 1, 1999 shall be entitled to twelve sick leave days in each year of their employment. Each Instructional Assistant may accumulate a maximum of eighty sick leave days.

B. Up to two sick leave days each year may be used for religious observance on days when the religion of the instructional assistant requires that he or she abstain from work.

C. There shall be a sick bank for the personal use of instructional assistants with three or more years of employment who have exhausted their personal sick leave accumulation and who are suffering a long-term medical catastrophe. Paid sick hours will be granted to eligible instructional assistants out of the bank up to 400 such hours a year for the entire bargaining unit for the 2002-2003 school year, 450 hours for the entire bargaining unit for the 2003-2004 school year, and 500 hours for the entire bargaining unit for the 2004-2005 school year, subject to a per person maximum of 160 hours a year for 2002-2003, 170 hours a year for 2003-2004 and 180 hours a year for 2004-2005, except that if less than the total hours have been granted by June 30 of each year, and the IAC-YCT so recommends, the Superintendent may grant additional hours in a special case up to the bargaining unit limit.

In addition, the Board shall match the voluntary contribution of hours by YCT-I.A. members to increase the total number of hours of the sick bank each year, subject to the following limits of hours to be matched: Year 1 - 50 hours (Total number of Sick Bank hours increases by 0-100); Year 2 - 75 hours (Total number of Sick Bank hours increases by 0-150); Year 3 - 100 hours (Total number of Sick Bank hours increases by 0-200).

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

A. Personal Leave -- Each instructional assistant is allowed one day per year with pay for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Instructional assistants requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by

contacting the Assistant Superintendent. Notice of such leave must be made at least 24 hours in advance, except in emergencies.

If the personal leave day is not used it will accumulate as a sick leave day.

Additional personal leave days may be granted upon application to the Superintendent or his designee. The application must set forth the reason that personal leave is requested and should be filed at least five days in advance, except in emergencies. The decision whether or not to grant the request shall be at the sole discretion of the Superintendent or his designee.

B. Bereavement Leave -- Up to five working days of absence with pay will be allowed for each death in the immediate family of the instructional assistant or of his or her spouse. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren or anyone living in the instructional assistant's household.

C. Jury Duty -- Leave for jury duty with pay shall be granted to the instructional assistant provided that he or she remits to the District an amount equal to the amount he or she receives for such jury duty, excluding mileage. However, if the amount of jury pay is higher than the amount the instructional assistant would receive as wages he or she may keep the jury pay and waive payment of his or her wages.

D. Effective September 1, 1994, at the discretion of the Superintendent or his designee, up to five days of per diem leave may be used for geriatric care for members of the immediate family. Effective September 1, 1996, this will be increased to ten days. "Immediate family" for this purpose shall mean mother, father, grandparents, or an elderly person living in the instructional assistant's home. The first three continuous days of such a leave shall be automatically granted.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

A. Parental Leave -- Parental leave of up to two years will be granted without pay or increment. Adoption of a child

two years of age or under shall constitute grounds for requesting leave under this Section. Parental leave shall be associated with birth or adoption of a child. An instructional assistant returning from parental leave must do so at the beginning of a school year except at the discretion of the Board or except if an appropriate vacancy exists during a school year. An instructional assistant on parental leave must make known to the Administration by March 1 of the preceding school year his or her intention to return.

B. Restoration of Health -- An instructional assistant may be granted a leave of absence, without pay or increment, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence. An instructional assistant on such leave must make known to the Administration by March 1 of the preceding school year his or her intention to return.

C. Return After Leave -- Upon return from a leave under this Article, an instructional assistant will have restored to him or her all benefits, including unused accumulated sick leave, to which he or she was entitled at the time the leave commenced.

## ARTICLE XI

### WELFARE INSURANCE FUND

The Board will contribute \$750 in 2002-2003, \$800 in 2003-2004, and \$900 in 2004-2005 per instructional assistant to the YCT Welfare Insurance Fund.

## ARTICLE XII

### INFORMATION TO INSTRUCTIONAL ASSISTANTS

Information will be made available to instructional assistants, when possible, on matters which affect their employment, i.e., mandatory health plans, regulations from the State Education Department.

## ARTICLE XIII

### INSTRUCTIONAL ASSISTANT FILES

A. Upon written request, each instructional assistant shall have a right to review at a time mutually convenient, the contents of his or her personnel file, excepting, however, any confidential references given at the time of his or her employment. At the instructional assistant's request a representative of the IAC-YCT may accompany the employee in such review. The review shall be made in the presence of the administrator or his or her designee responsible for the safekeeping of such file. Facilities shall be available for the instructional assistant to make photocopies of such contents and records as concern his or her work or himself or herself.

B. An instructional assistant shall have the right to answer in writing any complaints filed in his or her personnel file, and his or her answer shall be attached to the complaint and reviewed by the Superintendent. He or she shall be notified with respect to any complaint that is to be filed in his or her personnel file.

C. Each instructional assistant shall be given a copy of all observation and other evaluation reports which are placed in his or her file. No material may be placed in an instructional assistant's file without he or she receiving a copy of said material.

D. The only evaluation reports of an instructional assistant's performance that may be placed in his or her personnel file are those that have been signed by an appropriate administrator.

## ARTICLE XIV

### TRAVEL ALLOWANCE

If an instructional assistant is required to travel between schools he or she shall be paid a travel allowance per mile at the rate then prevailing in the District for other employees.

ARTICLE XV

PROFESSIONAL IMPROVEMENT PROGRAM

Instructional assistants may participate in the Professional Improvement Program established pursuant to Article XVIII of the agreement between the Board and the YCT. For the purpose of providing instructional assistant training, the Board will contribute \$1,500 in 2002-2003, \$2,500 in 2003-2004, and \$5,000 in 2004-2005 to the program. Procedures set forth in Article XVIII shall apply. The IAC-YCT shall designate an instructional assistant to sit as a member of the Professional Improvement Committee. Such member may vote only on proposals involving instructional assistants.

ARTICLE XVI

TIME FOR ATTENDING UNION WORKSHOPS

A total of two days without loss of pay in each school year may be used, upon at least 24 hours' written notice of each such day to the Assistant Superintendent, for the Vice-President or a member of IAC-YCT to attend NYSUT and/or AFT workshops.

ARTICLE XVII

DUES DEDUCTIONS

A. Pursuant to the terms of the Public Employees' Fair employment Act, the Board shall deduct from the wages of all instructional assistants who have so authorized and directed the Board to do so in writing, and remit to the IAC-YCT, dues for the Instructional Assistants Chapter of the Yorktown Congress of Teachers.

These deductions shall commence at an agreed upon pay period after September 1. The IAC-YCT and the Board shall determine the pay periods mentioned above.

The pay deduction form is annexed hereto.

B. Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the IAC-YCT who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the IAC-YCT and to remit the sums so deducted to the IAC-YCT. The pay periods for which such deductions shall be made shall be as determined in accordance with Section A above. No such deductions shall commence for a new member of the bargaining unit until after such person has served for 30 days in the District.

The IAC-YCT hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court the School District shall no longer have an obligation to deduct agency shop dues until such time as the IAC-YCT's rebate procedure is deemed lawful by an appropriate agency or court.

C. The Board shall deduct from the wages of all instructional assistants who so authorize and direct the Board to do so in writing, and remit to the IAC-YCT, contributions to VOTE/COPE; pay periods to be determined.



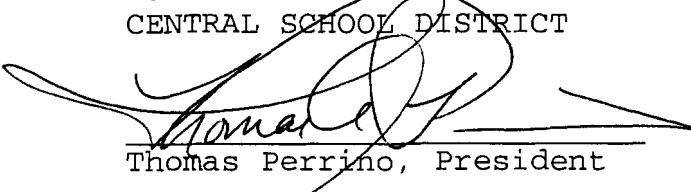
ARTICLE XVIII

DURATION OF AGREEMENT

This is a closed three-year contract without reopeners which constitutes the complete and full agreement between the Board and the IAC-YCT and which shall be retroactive to September 1, 2002 and shall continue in effect through August 31, 2005.

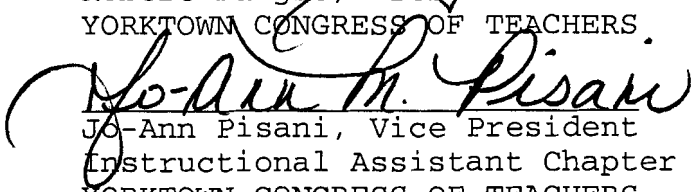
Dated: Yorktown Heights, New York  
November 18, 2002

BOARD OF EDUCATION YORKTOWN  
CENTRAL SCHOOL DISTRICT

  
Thomas Perrino, President

INSTRUCTIONAL ASSISTANTS CHAPTER  
YORKTOWN CONGRESS OF TEACHERS

  
Robert Faigle, President  
YORKTOWN CONGRESS OF TEACHERS

  
Jo-Ann M. Pisani, Vice President  
Instructional Assistant Chapter  
YORKTOWN CONGRESS OF TEACHERS

The Yorktown Central School District, 2729 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to Carol Ross, Office of Assistant Superintendent, 2723 Crompond Road, Yorktown Heights, New York 10598, 914-243-8006.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Please Print:

Social Security Number \_\_\_\_\_ Building \_\_\_\_\_

Name

Last	First	Initial
Address		

TO: BOARD OF EDUCATION OF YORKTOWN CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Instructional Assistants Chapter of the Yorktown Congress of Teachers as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with the aforementioned Instructional Assistants Chapter of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said Instructional Assistants Chapter of the Yorktown Congress of Teachers dues as certified by said Instructional Assistants Chapter of the Yorktown Congress of Teachers for the organization indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Organization:

Local - Instructional Assistants Chapter of the Yorktown Congress of Teachers (IAC-YCT)

Please initial designation: \_\_\_\_\_ IAC-YCT

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

