



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Yorktown Central School District and Chapter of Teaching Assistants of the Yorktown Congress of Teachers (2003)**

Employer Name: **Yorktown Central School District**

Union: **Chapter of Teaching Assistants of the Yorktown Congress of Teachers**

Local:

Effective Date: **09/01/03**

Expiration Date: **08/31/06**

PERB ID Number: **7884**

Unit Size: **13**

Number of Pages: **16**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TAS
7884

AGREEMENT

between

**BOARD OF EDUCATION OF THE
YORKTOWN CENTRAL SCHOOL DISTRICT**

and

**CHAPTER OF TEACHING ASSISTANTS OF THE
YORKTOWN CONGRESS OF TEACHERS**

September 1, 2003 – August 31, 2006

RECEIVED

MAR 28 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT	1
ARTICLE III	GRIEVANCE PROCEDURE	1
ARTICLE IV	SALARIES	4
ARTICLE V	REIMBURSEMENT FOR CLOTHING OR OTHER PERSONAL PROPERTY	5
ARTICLE VI	NOTIFICATION OF CONTINUED EMPLOYMENT; NOTICE OF VACANCIES AND NEW POSITIONS	5
ARTICLE VII	LAYOFF AND RECALL	6
ARTICLE VIII	SICK LEAVE	7
ARTICLE IX	PERSONAL LEAVE	7
ARTICLE X	JURY DUTY	8
ARTICLE XI	BEREAVEMENT LEAVE	8
ARTICLE XII	EXTENDED LEAVES OF ABSENCE	8
ARTICLE XIII	PROFESSIONAL IMPROVEMENT PROGRAM	8
ARTICLE XIV	WELFARE INSURANCE FUND	9
ARTICLE XV	INFORMATION TO TEACHING ASSISTANTS	9
ARTICLE XVI	EVALUATION AND FILES	9
ARTICLE XVII	NO STRIKE PROVISION	10
ARTICLE XVIII	BOARD RIGHTS	11
ARTICLE XIX	RIGHTS OF CHAPTER OF TEACHING ASSISTANTS OF THE YCT	11

ARTICLE XX	DEDUCTIONS	11
ARTICLE XXI	LEGISLATIVE ACTION	12
ARTICLE XXII	DURATION OF AGREEMENT	12
DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION		13

This agreement is made and entered into by and between the Board of Education of the Yorktown Central School District (hereinafter referred to as "the Board") and the Chapter of Teaching Assistants of The Yorktown Congress of Teachers (hereinafter referred to as "the CTA-YCT") and shall be effective per Article XXII.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the CTA-YCT as the exclusive employee organization representing the teaching 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.

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

C. This recognition is conditioned upon CTA-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, 2006 the parties will enter into good faith negotiations over a successor agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Section I – 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 or tenure, (b) Board discretion or (c) any matter as to which a method of review is prescribed by law, rule, or regulation having the force and effect of law.

Section II – 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 superior 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 CTA-YCT's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the CTA-YCT's Representative of his or her decision in writing within five school days after the formal grievance was presented.

No written grievance will be entertained and such grievance will be deemed waived unless it is presented at this Stage within thirty school days after the grievant knew or should have known of the act or condition on which the grievance is based.

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 ten school days after such filing, the aggrieved party and the CTA-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 CTA-YCT president of his decision within ten 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 of Schools 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 CTA-YCT Representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the CTA-YCT president of its decision within ten school days following the meeting. The decision of the Board shall be final and binding.

The CTA-YCT shall have the right to grieve, through Level IV of the contractual grievance procedure, any claimed violation, misinterpretation or misapplication of a provision of the Board's Policy Manual or Administrative Regulations determining wages, hours or other terms of employment (of bargaining unit employees) not covered by a term of this Agreement. This provision shall not be construed to limit or restrict either the Board's or the Superintendent's rights to amend, establish or implement such Policy or Regulations. The Level II and III time limits for deciding grievances under this Section shall be ten school days.

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 forth 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 judgement of the CTA-YCT's Grievance Committee, a grievance affects a group or class of teaching assistants, the CTA-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 CTA-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 CTA-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 teaching 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 CTA-YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the CTA-YCT, and that the CTA-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 CTA-YCT or by the Board or by any member of the Administration against any party in interest, any CTA-YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A teaching assistant's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

ARTICLE IV

SALARIES

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

	2003-2004	2004-2005	2005-2006
STEP 1	17.16	17.81	18.45
STEP 2	18.01	18.70	19.37
STEP 3	18.92	19.64	20.34
STEP 4	19.86	20.62	21.36
STEP 5	20.86	21.66	22.43
STEP 6	22.76	23.62	24.47

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

D. Teaching assistants shall be paid for any day during the school year when the school in which the 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, teaching assistants' paychecks shall be paid at regular intervals and equalized through the school year.

F. A teaching assistant who is required to use his or her personal automobile for travel as part of an assignment approved by an appropriate administrator shall be reimbursed at the prevailing rate paid for mileage by the Board.

G. If a teaching assistant is directed to substitute for a teacher he/she shall be paid at an hourly rate prorated on the prevailing per diem substitute rate over and above his/her regular rate for the hours served.

H. Longevity – Effective September 1, 2003, after eight (8) years of continuous service in the district and commencing with the ninth (9th) year of service, an honorarium of \$1,000 shall be granted each year. After fourteen (14) years on continuous service in the district and commencing with the fifteenth (15th) year, an honorarium of \$750 shall be granted each year. For purposes of this paragraph, an approved leave of absence, with or without pay or a break in employment caused by a layoff, shall not be deemed to be a break in continuous service. The period of any such break, however, shall not be credited towards eligibility for the aforementioned honoraria.

ARTICLE V

REIMBURSEMENT FOR CLOTHING OR OTHER PERSONAL PROPERTY

The Board shall reimburse a teaching assistant for clothing or other personal property normally brought into school (or brought into school with permission of the teaching assistant's immediate supervisor) which is damaged or destroyed in the discharge of the teaching 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 teaching assistants of continued employment will be made by the immediate supervisor by August 1 of each year.

B. Notice of teaching assistant vacancies and new positions shall be posted in each of the school buildings when known.

C. In the event that a teaching position in the District becomes vacant to which no teacher has a right, any teaching assistant holding a valid teaching certificate in the area of the vacancy will be provided an interview for such vacancy if he or she requests one in writing. However, the Board maintains its exclusive right to hire the person it deems most qualified to fill the vacancy. Once a teaching assistant has been granted an interview for a teaching vacancy there is no obligation on the part of the District to grant subsequent interviews unless the administrator primarily responsible for hiring in the particular building has not previously participated in interviewing the teaching assistant. In such case, a second or subsequent interview may be granted at the discretion of the administration.

ARTICLE VII

LAYOFF AND RECALL

- A. In the event of a layoff, teaching assistants shall be laid off as follows:
1. Part-time employees shall be laid off prior to any full-time employees.
 2. Part-time employees shall be laid off in the reverse order of seniority.
 3. If there are no part-time employees full-time employees shall be laid off in reverse order of seniority.
- B. A teaching assistant is considered a full-time employee if he or she has a regular assignment of 35 hours or more per week.
- C. An employee shall accrue a full year of seniority for a completed school year of service in which the employee has a regular assignment of 17 ½ hours or more per week. An employee shall accrue a half year of seniority for a completed school year of service in which the employee has a regular assignment of less than 17 ½ hours. For purposes of this Article, seniority shall be calculated from the first day of the most recent continuous employment with the Board. For the purpose of this Article, continuous shall mean service that is uninterrupted by resignation.
- D. If jobs reopen within six years of the date of layoff, employees shall be recalled in order of seniority with full-time employees to be recalled prior to any part-time employees.
- E. This Article shall not apply to any dismissal of a teaching assistant other than by reason of layoff resulting from the elimination of hours or positions.
- F. Pursuant to the rules set forth above, seniority for members of the bargaining unit hired on or after September 1, 2000 shall be based upon the area to which a teaching assistant is appointed consistent with the following: Elementary K-6; Secondary 7-12. Layoffs shall be based upon seniority within the area of the position abolished.
- G. The right to one personal leave day as well as a paid duty free lunch period earned by a member of the bargaining unit as a result of her/him retaining "full time" status shall not be forfeited when her/his work hours are diminished so long as the Board employs a less senior full time member of the bargaining unit who enjoys said benefits.

ARTICLE VIII

SICK LEAVE

A. Teaching Assistants shall be entitled to 15 sick leave days. Each teaching assistant may accumulate a maximum of up to 115 sick leave days.

B. There shall be a sick bank for the personal use of teaching 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 leave hours will be granted to eligible teaching assistants out of the bank up to 240 such hours a year for the entire bargaining unit, subject to a per person maximum of 120 hours a year except that if less than 240 such hours have been granted by June 30 and the CTA-YCT so recommends, the Superintendent may grant additional hours in a special case up to the 240 bargaining unit limit.

C. At the discretion of the Superintendent or his designee, up to 10 days of per diem leave per year may be used for geriatric care for members of the immediate family. "Immediate family" for this purpose shall mean mother, father, grandparents or an elderly person living in the teaching assistant's home. The first three continuous days of such leave shall be automatically granted.

ARTICLE IX

PERSONAL LEAVE

Each teaching assistant who works four hours or more per day is allowed one day per year 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. Teaching 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 to any member of the bargaining unit 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.

ARTICLE X

JURY DUTY

Leave for jury duty with pay shall be granted to teaching assistants 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, provided that in no case may the teaching assistant be required to remit an amount in excess of the amount of his or her salary for the period of such leave.

ARTICLE XI

BEREAVEMENT LEAVE

Up to five working days of leave will be allowed for each death in the immediate family of a teaching assistant as well as in the immediate family of his or her spouse. An additional five days deductible from sick leave may be used for death in the immediate family of the teaching assistant only and may also be granted, at the sole discretion of the Superintendent or his designee, for the death of an immediate family member of his or her spouse. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren, or any one living in the employee's household.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A teaching 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. A teaching assistant on such leave must make known to the Administration by March 1 of the preceding school year her or his intention to return.

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

ARTICLE XIII

PROFESSIONAL IMPROVEMENT PROGRAM

A professional improvement program with the purpose of providing training to teaching assistants shall be established. Effective September 1, 2003 the Board shall contribute \$1,200 per year, effective September 1, 2004 the Board's contribution shall be \$1,600, and effective September 1, 2005 the Board's contribution shall be \$2,000. The professional improvement program for teaching assistants will be based upon rules, procedures, and guidelines consistent

with those used for the teachers programs to the extent possible. Unexpended funds will not be carried over to the next year.

ARTICLE XIV

WELFARE INSURANCE FUND

The Board will contribute \$1,000 per teaching assistant for the 2003-2004 school year to the YCT Welfare Insurance Fund. Effective September 1, 2004 the contribution will increase to \$1,075. Effective September 1, 2005, the contribution will increase to \$1,150.

ARTICLE XV

INFORMATION TO TEACHING ASSISTANTS

Information pertaining to terms and conditions of employment set forth in this Agreement will be available to members of the bargaining unit when possible and practicable.

ARTICLE XVI

EVALUATION AND FILES

A. Evaluation

1. Evaluation of the performance of any teaching assistant shall be conducted openly and with the full knowledge of the teaching assistant.
2. There shall be a minimum of two evaluations during a teaching assistant's first full year of employment. During subsequent school years, there shall be a minimum of one evaluation each year. During the first full school year of employment a teaching assistant will be evaluated no later than December and April. In subsequent years of employment evaluation shall take place no later than April.
3. All formal observations shall be preceded by a pre-observation conference and followed by a post-observation conference between the teaching assistant and the observer. Pre-conferences shall be held within five days of the lesson observed and post-conferences shall be held within seven days of the lesson observed, except in unusual circumstances.
4. Evaluation reports will be in writing. Each evaluation report shall be presented to and discussed with the teaching assistant. All teaching assistants shall receive a copy of the evaluation report.

5. Within ten days of receiving the written evaluation report, the teaching assistant shall sign and return the report. The teaching assistant's signature indicates only that he or she has seen and understood the report, but such signature does not necessarily indicate agreement with its contents. If the report is not signed and returned within the time allowed, then it will be placed in the teaching assistant's file with a note that he or she has declined to sign it.

6. Within ten days after receiving the evaluation report, the teaching assistant may file a written response thereto.

B. Teaching Assistants' Files

1. Upon written request, each teaching 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 teaching assistant's request a representative of the CTA-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 teaching assistant to make photocopies of such contents and records as concern his or her work or himself or herself.

2. A teaching 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.

3. Each teaching 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 a teaching assistant's file without he or she receiving a copy of said material.

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

ARTICLE XVIII

NO STRIKE PROVISION

The CTA-YCT affirms that it does not and will not assert the right to strike against the Board and that it does not and will not assist or participate in any such strike, work stoppage, or other concerted refusal to perform work, or impose any obligation to conduct, assist or

participate in any such strike, or work stoppage, or other concerted refusal to perform work.

ARTICLE XVIII

BOARD RIGHTS

Except as specifically expressed and modified by the terms of the Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the District and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XIX

RIGHTS OF CHAPTER OF TEACHING ASSISTANTS OF THE YCT

A combined total of two days without loss of pay in each school year may be used for the following purposes: upon at least 24 hours' written notice of each such day to the Assistant Superintendent, for members of the Teaching Assistant Chapter to attend NYSUT and/or AFT workshops.

ARTICLE XX

DEDUCTIONS

A. Pursuant to the terms and conditions of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all teaching assistants who have so authorized and directed the Board to do so in writing, and remit to the CTA-YCT, dues for the Teaching Assistants Chapter of the Yorktown Congress of Teacher.

These deduction shall commence at an agreed upon pay period, after September 1. The CTA-YCT and the Board shall determine such pay period.

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 CTA-YCT who have not filed dues deduction authorizations with the Board and who have been employed by the Board for more than 30 days an amount equivalent to the amount of dues levied by the CTA-YCT and to remit the sums so deducted to the CTA-YCT. The pay periods for which such deductions shall be made shall be as determined in accordance with paragraph A above.

The 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 not longer have an obligation to deduct agency shop dues until such time as the

YCT's rebate procedure is deemed lawful by an appropriate agency or court.

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

ARTICLE XXI

LEGISLATIVE ACTION

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

ARTICLE XXII

DURATION OF AGREEMENT

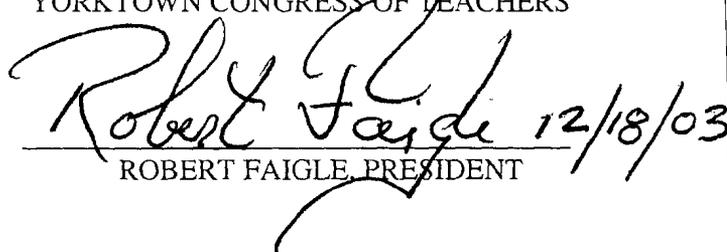
This is a closed three-year contract without reopeners which constitutes the complete and full agreement between the Board and the CTA-YCT and which shall be effective as of September 1, 2003 and shall continue in effect through August 31, 2006.

Dated: Yorktown Heights, New York
June 30, 2003

BOARD OF EDUCATION OF THE
YORKTOWN CENTRAL SCHOOL
DISTRICT


JOYCE MC COY, PRESIDENT

YORKTOWN CONGRESS OF TEACHERS


ROBERT FAIGLE, PRESIDENT

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, Law of 1967, I hereby designate the Teaching Assistant 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 Teaching Assistant Chapter of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said Teaching Assistant Chapter of the Yorktown Congress of Teachers dues as certified by said Teaching Assistant 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 – Teaching Assistant Chapter of the Yorktown Congress of Teachers (CTA-YCT)

Please initial designation:

_____CTY-YCT

Employee Signature _____ Date: _____