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AGREEMENT

- between -

CARLE PLACE UNION FREE SCHOOL DISTRICT
TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU
CARLE PLACE, NEW YORK 11514

- and -

CARLE PLACE TEACHERS ASSOCIATION

on behalf of

CARLE PLACE EDUCATIONAL AIDES

September 1, 2003 – June 30, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT made this 24th day of January 2003 by and between the CARLE PLACE U.F.S.D., Town of North Hempstead, Nassau County, Carle Place, New York (hereinafter referred to as the "District") and the CARLE PLACE TEACHERS ASSOCIATION on behalf of the CARLE PLACE EDUCATIONAL AIDES (hereinafter called the "Association").

ARTICLE I RECOGNITION

The District hereby recognizes the Association as the sole and exclusive bargaining agent for all Carle Place Educational Teacher Aides (hereinafter referred to as "Aides") to negotiate collectively in the determination of their terms and conditions of employment and the administration of grievances arising thereunder.

ARTICLE II DUTIES

The aides shall work directly under the supervision of the special class teacher. He/she shall assist the teacher by preparing materials; organizing materials for daily use; helping individual pupils as directed; and supervising general classroom activity as directed.

ARTICLE III TIME OF SERVICE

- A. The Aide is to be employed four (4) hours daily for the days that classes are in session. The hours are to be agreed upon by the classroom teacher and the aide. Upon prior written approval of the Superintendent of Schools, aides may be asked to work additional hours.
- B. The work year shall normally be the same as the teacher-student contract work year.
- C. Nothing in this Article shall be construed as a guarantee of work.

ARTICLE IV SELECTION OF AIDES

- A. The following factors shall be among those used in the selection of Aides:
 - a. The evaluation of the aide's performance in the classroom by the teacher of that classroom and/or administrator.
 - b. The results of an interview between the prospective aide and the teacher to whom the prospective aide shall be assigned.
- B. Notices of aide job openings will be posted on school bulletin boards in the teacher lounges.
- C. In accordance with legal requirements, no discrimination shall be made in terms of age, race, religion, sex or national origin.

ARTICLE V ASSIGNMENT

The administration shall determine the assignment or reassignment of aides. Preference of the affected teachers and the aides shall be considered.

ARTICLE VI TERMINATION OF EMPLOYMENT

- A. In the event of a layoff through no fault of the aide, thirty (30) calendar days notice shall be given to the aide.
- B. In the event an aide leaves the employ of the District, he/she shall give the District thirty (30) calendar days notice.
- C. In the event of a layoff, the District will endeavor to give weight to length of service in the District.

ARTICLE VII CONFERENCES AND WORKSHOPS

Upon the written approval and within the sole discretion of the Superintendent of Schools an aide may be granted permission to visit other schools or attend conferences or workshops with the costs provided by the Board of Education.

ARTICLE VIII JURY DUTY

- A. Absence for jury duty to a maximum of two (2) weeks in any school year shall not be deducted from an aide's leave days and there shall be no loss in salary.
- B. An aide who is notified to report for jury duty shall give at least three (3) days notice, in writing, of the jury duty to the principal of his/her school.

ARTICLE IX JOB PERFORMANCE APPRAISALS

- A. There shall be a minimum of two (2) written evaluations by an administrator or the classroom teacher designated by him/her during the school year.
- B. The aide shall have the right to respond in writing to the evaluation within five (5) days of its receipt.
- C. The aide shall have the right to request that at least one (1) of the evaluations be by an administrator.

ARTICLE X PARKING SPACES

Aides shall be assigned parking spaces where available.

ARTICLE XI DUES DEDUCTION

The Association must submit to the Office of the Assistant Superintendent for Business a certified list of the names of members and the total amount of dues to be deducted from each member on or before the first day of October of any given year.

Members of the Association shall submit to the Office of the Assistant Superintendent for Business written dues check off authorizations on or before the first day of October of any given year. By submitting the authorization form, the member waives all rights and claim for the money deducted and transmitted and relieves the Board from any liability therefore.

Deductions authorized by an employee shall continue as authorized unless and until the Board is notified of a desire to change or discontinue dues deduction, notice must be given in writing to the Assistant Superintendent for Business on or before September 15th of any given year.

Dues deduction shall be made in equal amounts beginning with the second paycheck in October and terminating with the last check in May.

The total amount of dues deductions collected for each deduction period will be forwarded to the Treasurer of the Association following the first and fifteenth day of each month.

ARTICLE XII PAY DATES

When school is not in session on a pay date, aides will be paid on the last working day preceding the holiday.

The 22nd paycheck shall be disbursed on the last working day in June and shall consist of one lump sum payment of all remaining salary.

ARTICLE XIII SALARIES

Salaries shall be paid in accordance with Appendix A attached hereto.

ARTICLE XIV LEAVE DAYS

- A. A maximum of up to five (5) working days per year without loss of regular pay shall be allowed per school year in the event the aide is ill and unable to work. Aides who must be absent because of personal illness must notify their immediate supervisor as soon as possible.

- B. In the event an aide must be absent for unavoidable reasons he/she may utilize one (1) of the five (5) sick leave days as a personal leave day. Reasonable notice shall be given for personal leave requests.
- C. Any leave day prior to or following a holiday (including Saturday and Sunday) may require a doctor's statement or a reason for personal absence due to an emergency situation.
- D. Effective July 1, 2003, unused leave days may be accumulated up to a maximum of 20 days.
- E. Bereavement
Absences for bereavement (immediate family) shall be allowed on an incidence basis subject to approval of the Office of the Superintendent. The term immediate family shall be defined as husband, wife, mother, father, son, brother, sister, daughter, grandfather or grandmother of the unit member or his/her spouse.

ARTICLE XV GRIEVANCE PROCEDURE

- A. Definitions
 - a. A grievance is a complaint by an employee of an alleged violation of any of the terms and conditions of this Agreement between the Board of Education and the Carle Place Teachers Association. Such terms shall not include those matters regulated by section 682 of the General Municipal Law, the Rules and Regulations of the Commissioner and other statutory authority relating thereto.
 - b. Board – means Board of Education
 - c. Employee – means any person directly employed and compensated by the Board of Education, except officers of the Board.
 - d. Supervisors – means administrators on either a building or district level, who are assigned to exercise any level of supervisory responsibility.
 - e. Aggrieved Party – shall mean an employee or a group of employees having the same grievance.
- B. Representation
An aggrieved party is entitled to have a representative of his/her choice with him/her at any stage of the formal procedure.
- C. Procedures
 - a. All written grievances shall include the name and position of the aggrieved party, the provisions of the contract involved in the grievance, a general statement of the nature of the grievance including the time and place where the alleged events constituting the grievance took place, the identity of the persons involved, and the redress sought by the aggrieved party.
 - b. Except for informal decisions at stage one, all submissions and decisions shall be in writing.

- c. This procedure shall be the sole and exclusive method of resolving a grievance.
 - d. The aide may present his/her grievance to the building principal who shall to such an extent as he/she may deem appropriate consult with his/her superiors. The discussion and resolution of the grievances shall be oral and informal at this level.
- D. Stage One
- a. If the matter is not resolved informally within thirty (30) calendar days after the aggrieved party knew or should have known of the grievance he/she may present a written statement of his/her grievance to the building principal.
 - b. If the principal cannot resolve the grievance informally, the building principal shall render a decision within five (5) working days.
- E. Stage Two
- a. If the aggrieved party is not satisfied with the decision at Stage One, he/she may file a written appeal to the Superintendent of Schools within five (5) working days after receipt of the decision of the principal.
 - b. The Superintendent or his/her designee shall schedule a hearing with the grievant within fifteen (15) working days and a decision shall be rendered within ten (10) days of the hearing which shall be final.

ARTICLE XVI MISCELLANEOUS

- A. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
- B. If any provision of this Agreement or any application thereof shall be contrary to law, then only such provision shall be deemed valid and binding but all other provisions will continue in full force and effect.

ARTICLE XVII TAYLOR LAW CLAUSE


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 XVIII DURATION OF AGREEMENT

This agreement shall become effective on September 1, 2003 and shall continue in full force and effect through June 30, 2007.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date and year first above written pursuant to resolution of the Board and the Association and the majority of its membership.


FOR THE DISTRICT


FOR THE EDUCATIONAL AIDES
ASSOCIATION

Appendix A

Teacher Aides Salary Schedule

2003-2004	2004-2005	2005-2006	2006-2007
14.44	14.91	15.44	15.98

**Longevity: \$400 at the end of 5 years through the 10th year.
\$400 (additional) at the end of 10 years.**