



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](mailto:ilrref@cornell.edu)

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

Title: **Rockville Centre Union Free School District and Rockville Centre Teacher Aide Association (2004)**

Employer Name: **Rockville Centre Union Free School District**

Union: **Rockville Centre Teacher Aide Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **6051**

Unit Size: **104**

Number of Pages: **22**

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/>

AID | 6051

**AGREEMENT**

**BETWEEN**

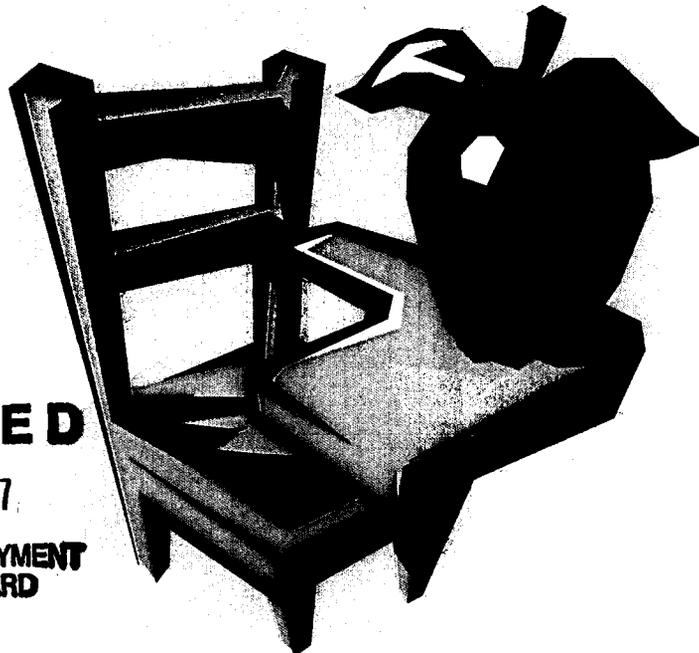
**ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT**

**TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

**AND**

**ROCKVILLE CENTRE TEACHER AIDE ASSOCIATION**

**JULY 1, 2004 - JUNE 30, 2008**



**RECEIVED**

APR 16 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

104



## TABLE OF CONTENTS

Article I – Duration of Agreement	Page 1
Article II – Recognition	Page 1
Article III – No Strike Clause	Page 1
Article IV	Page 2
Article V – Payment for Days School is Closed	Page 4
Article VI – Rights of the Association	Page 4
Payroll Deduction Authorization Form	Page 6
Article VII – Student Discipline & Personal Protection	Page 7
Article VIII – Property Protection	Page 7
Article IX – Work Year	Page 8
Article X – Distribution of Contract	Page 8
Article XI – Salary Schedule	Page 8
Article XII – Absences	Page 9
Article XIII – Grievance Procedure	Page 10
Article XIV – Benefits	Page 16
Article XV – Workers’ Compensation	Page 16
Article XVI – Conformity to Law Saving Clause	Page 17
Article XVII – Statutory Notice	Page 18



1. Agreement dated the 18<sup>th</sup> day of March, 2004 between the Board of Education, Rockville Centre Union Free School District, Town of Hempstead, hereinafter called the "Board," and the Rockville Centre Teacher Aide Association, hereinafter called the "Association."

Whereas, the Board has heretofore determined that the Association is the appropriate negotiating unit of the Teacher Aides and has heretofore recognized the Association as the exclusive representative for the Teacher Aides;

NOW, THEREFORE it is agreed as follows:

#### ARTICLE I

##### DURATION OF AGREEMENT

1. The Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2008.
2. The Agreement represents the entire understanding of the parties and cannot be modified by any oral understanding. It is agreed, however, that in the event any provision of this Agreement is declared invalid or if a change in the Agreement is required by law, the parties will negotiate the same in good faith and, if successful, incorporate such change into the Agreement.

#### ARTICLE II

##### RECOGNITION OF THE ROCKVILLE CENTRE TEACHER AIDE ASSOCIATION

The Board hereby determines that an appropriate employer-employee negotiating unit shall consist of the teacher aides in its employ and does hereby recognize the Rockville Centre Teacher Aide Association as the exclusive representative for such employees. This recognition shall remain in effect to the extent permitted by law.

#### ARTICLE III

##### NO STRIKE CLAUSE

The Association hereby accepts the recognition as herein before made and the Association, through its officers, agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any Government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in any strike.

#### ARTICLE IV

1. In the event that the Board shall excess any aide, the Board shall make reasonable effort to recall that excessed aide should a position become available.
2. In the event that there is no vacant position available, the aide may apply and be given due consideration for future openings in the district.
3. Aides now in the employ of the district who are available for more hours than employed, will be listed and said list will be distributed to the principals. This list will be compiled by the Association and will be submitted to the Superintendent of Schools. The aides listed will be given due consideration for vacant positions or for additional hours upon application to the appropriate building principal.
4. No vacancy nor an opening for a new position shall be filled unless written notice of such position has been posted in each building office of the district for five school days prior to the filling of such position, unless an emergency requires the position to be filled in lesser time.
5. An aide's employment may be terminated or may be suspended with pay during the period of notice at the sole discretion of the principal or the administrator supervising such aide. Aides so dismissed shall be given notice ten (10) calendar days prior to the termination. The aide shall be entitled to confer with the Superintendent or his/her designee with respect to the reason for such termination.
6. If the aide has worked for one year or more and upon written request from the aide and certification from a physician of illness or injury, the Board will grant such aide a leave of absence, without pay, for a period of not more than ninety (90) calendar days. Upon completion of such leave, the aide shall be returned to his or her former employment, without any diminution of benefits provided in this Agreement.

If an aide has worked for one year or more and upon written request from the aide, the Board will grant such aide an unpaid Leave of Absence for maternity and, at the discretion of the School District, professional growth in increments of one year. Upon completion of such leave, the aide shall be returned to his or her former employment without any diminution of benefits provided in this Agreement.

7. An aide who has a daily schedule of 4 ½ hours or more shall be entitled to an unpaid thirty minute lunch period at a time reasonably convenient to the aide and compatible with administrative and/or instructional requirements.
8. Aides who perform chaperone duties shall be paid at the rate specified in the Rockville Centre Teachers' Association contract. Teacher aides accompanying students to NYSSMA try outs shall be paid the chaperone rate of pay as specified in the Teachers' Association contract or their hourly rate, whichever is greater.

9. The President of the Association, will be informed in writing of (a) vacancies, (b) leaves, (c) terminations, (d) transfers, (e) the hiring of a replacement for an aide that resigns. Written notice of items “(b)” through “(e)” will identify the name and school position of the aide.
  
10. If and when a teacher aide is evaluated in writing, the aide shall receive a copy of said evaluation and shall be permitted to attach a statement to said evaluation. Subject to reasonable administrative procedures, an aide may examine and duplicate, at cost, his/her official personnel file (except for confidential pre-employment material).
  - a) An aide shall receive annually a minimum of one evaluation report. All evaluations should be completed by June 1<sup>st</sup>.
  - b) An evaluation is a comprehensive rating report of the aide’s performance filed generally by a principal, but may also be filed by a director, department chairperson or other supervisory-administrative staff member.
  - c) When the evaluation report is committed to writing, the writer shall meet with the aide prior to filing the report in the Superintendent’s office. The aide shall sign the original and a copy of the report. The aide shall be given a copy of the report at least two days prior to the conference.
  - d) An aide has the right, if he/she so desires, to attach his/her comments to any such evaluation reports providing the attachment is made within thirty (30) school days of the date of the evaluation report.
  - e) Evaluation reports and their attachments, as filed by the principal, department chairperson or other administrative-supervisory personnel, and which have been signed by the aide shall be included in the aide’s personnel file.
  - f) All evaluation reports shall be dated.
  - g) No evaluation or any material derogatory to an aide’s conduct, service, character or personality, nor any material relating to the performance of his/her duties, will be placed in his/her personnel file unless the aide has had the opportunity to review the material. The aide will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, and with the express understanding that such signature in no way indicates agreement with the contents thereof.
  - h) An incident, which has not been reduced to writing within three (3) months of its occurrence, exclusive of summer vacation period, may not later be added to the aide’s file except when such pertains to evidence of a criminal offense.

- i) No written statements by parent, student, or other non-staff member shall be placed in an aide's file unless the author thereof is identified.
- j) An aide shall have the right to include pertinent information in his/her file within three (3) months of the occurrence.

## ARTICLE V

### PAY FOR DAYS WHEN SCHOOLS ARE UNEXPECTEDLY CLOSED OR DAYS AS STIPULATED BELOW

Aides will receive hourly salary for their usual workday in instances where the schools are closed for such reasons as:

1. "Snow" days.
2. Day or days the schools are closed in lieu of "no snow" days.
3. When a school day or session is cancelled due to a conference or other special program, aides will be given the option to work their allocated number of hours. The schedule for working these hours will be mutually agreed upon by the principal and the aide.
4. Provided the aide shall have been employed for at least two (2) months, the district will grant the individual's usual full day's pay for Thanksgiving, the day following Thanksgiving, Memorial Day, Dr. Martin Luther King's Birthday, Veteran's Day and Presidents' Day.
5. Provided the aide shall be employed for at least one year, such aide shall be entitled to three days leave with pay in the event of death in the immediate family; the same being defined as spouse, child, parent, brother, sister, in-law or grandparent.
6. An aide who receives a jury notice will be paid by the District for each day of jury service in accordance with the Salary Schedule at the hourly rate of pay that the aide would have normally received had the aide worked. The notice of jury duty must be submitted to the building principal prior to the reporting day of jury service. The aide will reimburse the District in an amount equal to the jury fee received, except for the mileage allowance.

## ARTICLE VI

### RIGHTS OF THE ASSOCIATION

1. The Association shall be permitted reasonable use of classroom or auditorium for meetings outside of school hours for Association business.

2. The Association shall have the right to post notice of its activities and matters of Association concern on a school bulletin board in each school building. The Association may make use of the inter-school mail service for communication to aides. Without limiting the generality of the foregoing it is expressly understood that such service may not be used for partisan political purposes in the aid of any candidate for public office.
3. Payroll Deductions
  - a) The Board shall deduct from the salaries of the aides who are members of the Association the total dues required for membership. All aides who wish to have dues deducted from their salaries shall individually and voluntarily authorize the Board to make deductions in writing on the form set forth on Page 6.

PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NUMBER: \_\_\_\_\_

LAST NAME: \_\_\_\_\_ F \_\_\_\_\_ M \_\_\_\_\_

DISTRICT NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its 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 1<sup>st</sup> and September 15<sup>th</sup> of any given year.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- b) The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes in said list.
- c) Dues shall be deducted in ten (10) checks following 30 days after the Association submission of its membership list but no sooner than November 1 of each year of this contract. Aides employed after April 1 will have dues deduction made commencing with the fall semester.
- d) Agency Fee – The District agrees to deduct an agency fee from the pay of unit members who are not members of the Association. Every non-member unit employee shall within 60 days of his or her initial employment, or within 30 days after the execution of this agreement, whichever is later, pay to the Association an agency fee. The fee shall be certified by the Association for the District to be consistent with the requirements of law. The Association shall forward to the District a list of non-members and the sum of money to be deducted. Deductions shall be in equal dollar installments over the remainder of the school year. The District shall transmit all agency fees collected to the Association monthly.

## ARTICLE VII

### STUDENT DISCIPLINE AND PERSONAL PROTECTION

1. Any case of assault upon an aide shall be promptly reported to the Board or its designated representative.
2. Whenever an aide is absent from school as a result of personal injury, which is not due to his/her own culpable negligence or his/her willful act, and is compensable under New York State Workers' Compensation Law (an injury sustained while on duty), he/she shall be paid full salary for his/her days of absence for the period recognized by the Workers' Compensation Board. This includes absences for administrative hearings, medical examinations and medical treatments.
3. If an aide is sued as a result of any lawful action taken by the aide while in the scope or pursuit of his/her employment, the Board will tender legal defense as required by law.

Time lost by an aide as a result of personal injury sustained while in the performance of duties shall not be charged against the aide. Included within the scope of this subsection are court appearances, administrative hearings, conferences with members of the administration and/or Board, time required for medical treatment and recovery, and time spent with law enforcement officials.

## ARTICLE VIII

### PROPERTY PROTECTION

The Board will not require an aide to transport a student in the aide's personal automobile.

The Board shall reimburse an aide:

1. To the extent of the District's insurance policy for any loss, damage, destruction or theft of personal property related to his/her employment while on duty in the school or on the school premises.
2. For the cost of replacing dentures, eyeglasses, hearing aids or similar body appurtenances not covered by Workers' Compensation, which are damaged, destroyed or lost as a result of an accident in the course of an aide's employment, provided the loss is not caused by the negligence of the aide.

3. For the cost of repair or value, whichever is less, but in no event more than \$400.00 in the aggregate of:

clothing and personal effects which are damaged or destroyed as a result of or in connection with an accident in the course of the aide's employment provided loss is not caused by the negligence of the aide.

4. Transportation allowance shall be designated by policy for authorized school business when such aide uses his/her own car.

ARTICLE IX

WORK YEAR

The calendar for aides employed during the school year shall conform with the adopted calendar.

ARTICLE X

DISTRIBUTION OF CONTRACT

Copies of this Agreement shall be reproduced at the expense of the Board of Education and distributed by the President of the Rockville Centre Teacher Aides Association to all aides now employed and hereafter by the Board to all new employees.

ARTICLE XI

ROCKVILLE CENTRE TEACHER AIDE ASSOCIATION

**SALARY SCHEDULE**

Effective July 1st				
Step	2004/05	2005/06	2006/07	2007/08
1	11.35	11.75	12.16	12.56
2	11.62	12.03	12.45	12.86
3	11.92	12.34	12.77	13.19
4	12.29	12.72	13.16	13.59
5	12.50	12.94	13.39	13.83
6	13.34	13.81	14.29	14.76
7	14.21	14.71	15.22	15.72
8	15.17	15.70	16.25	16.78

Aides who are in their 10<sup>th</sup> year of employment in the Rockville Centre UFSD will receive a longevity payment of 80 cents per hour;

Aides in their 15<sup>th</sup> year of employment in the district will receive a longevity payment of 95 cents per hour;

Aides in their 20<sup>th</sup> year of employment in the district will receive a longevity payment of \$1.15 per hour;

These longevity amounts are cumulative.

A minimum of five month's continuing employment prior to the end of the school year would be mandatory before the advancement to the next year on the salary schedule.

## ARTICLE XII

1. Absences for personal illness will be permitted with pay in accordance with the aide's regular work day.

<u>Time of Employment in District</u>	<u>Days</u>
From 3 months until end of first year	2
During Year 2	3
During Year 3	5
During Year 4	6
During Year 5 and thereafter	8

2. Personal illness "days" may be accumulated up to a maximum of 50 hours per year and a total accumulation in any given year not to exceed 250 hours. In a given year, the maximum number of school days that an aide may be absent due to illness with compensation shall be 40 days.
3. An aide who has been absent more than five consecutive working days because of personal illness, shall submit a physician's statement within the 10<sup>th</sup> school day of the commencement of the absence.
4. After one year in the District, an aide shall be entitled to one (1) day per school year for reasons other than personal illness. Absences will be permitted only for reasons listed below. The signing of Form X is the employee's certification that the reason(s) for the absence conform to this list:

Legal:            To appear in Court  
                      To appear at Internal Revenue office for audit purposes  
                      To close on a house

Family:            To take son or daughter to college  
                      To attend son's, daughter's or spouse's college graduation

To be with someone in immediate family having a serious operation  
To take or bring home from the hospital a member of the immediate family  
To move to a new home  
Illness in the immediate family  
Additional days for death in the immediate family beyond the three paid days permitted by Article V (5)

Education: To take a comprehensive or qualifying examination for advanced degree  
To receive a degree

Religious: To attend a special religious ceremony involving a member of the immediate family  
To observe a religious holiday  
To attend funerals of persons other than immediate family

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

##### 1. DEFINITIONS:

###### a. Employee shall mean

1. a member of the negotiating unit,
2. a group of members of the negotiating unit,
3. the Association

###### b. Grievance shall mean a complaint by an employee as defined herein:

1. that there is a dispute as to the interpretation and/or construction of the collective bargaining agreement between the parties hereto,
2. that there has been unfair or inequitable treatment by reason of any act or condition which is contrary to, violating or misinterpreting policy governing or affecting employees as defined herein.

##### 2. BASIC STANDARDS AND PRINCIPLES:

- a. Each employee shall have the right to present his/her grievance according to the provisions contained herein, free from interference, coercion, restraint, discrimination or reprisal.

- b. Beginning with Step 1, as described below, the employee shall have the right to a hearing at which he/she may appear in person and/or be represented and at which he/she may present oral and written statements.
- c. Copies of every written statement submitted at each stage shall be provided for each party to the grievance.
- d. The grievance procedure herein shall not be interpreted as limiting in any way the right of an individual to discuss informally with his/her supervisors any matter that is of concern to him/her or seeking the informal resolution of any grievance.

3. ADJUSTMENT OF GRIEVANCES:

Grievances shall be presented and adjusted in the following manner:

a. School level (Step1)

Any employee may, either orally or in writing, present a grievance to his/her principal within a reasonable amount of time following the act or condition which is the basis of complaint.

The employee and the principal shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may appear personally or he/she may be represented by an Association representative.

Whenever a grievance presented to a principal by the employee personally would involve the interpretation and/or construction of the terms of this agreement, or would affect the working conditions or the welfare of the employees of the bargaining unit -- he/she shall give the Association the opportunity to be present and state the views of the Association.

The principal shall communicate his/her decision to the aggrieved employee and to the Association within five school days after receiving the complaint. When the grievance has been presented in writing, the decision shall be in writing.

b. Superintendent of Schools (Step 2)

If the grievance is not resolved at Step 1, the aggrieved employee or the Association may appeal from the decision of Step 1 to the Superintendent of Schools within ten school days after the decision of the principal has been received. The appeal shall be in writing, shall set forth the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 1.

The Superintendent of Schools or his/her designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee shall be given at least two school days notice of the conference and an opportunity to be heard. The employee may appear alone or he/she may be represented by the Association, in which event no more than three persons, excluding the grievant, shall appear on his/her behalf.

When the aggrieved employee is not represented by the Association at this step, the Superintendent of Schools shall furnish the Association with a copy of the appeal from Step 1 together with the notice of the date of the conference. In such cases, the Association may be present and state its views whenever the decision on the grievance would involve the construction and/or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Superintendent of Schools shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and/or the Association within fifteen days after receiving the appeal.

The principal shall also receive a copy of the decision at this step.

c. Board of Education (Step 3)

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision of Step 2 to the Board of Education within ten school days after the decision of the Superintendent of Schools has been received. The appeal shall be in writing, shall set forth the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2.

The Board of Education, or by a committee thereof, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The employee and the Association shall be given at least three school days notice of the conference and an opportunity to be heard. An employee may appear alone or he/she may be represented by the Association, in which event no more than three persons, excluding the grievant, shall appear on his/her behalf. When an employee is not represented by the Association at this step, the Board of Education shall furnish the Association with a copy of the appeal from Step 2 together with the notice of the date of the conference. In such cases, the Association may be present and state its views whenever the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working condition or welfare of the employees in the bargaining unit.

The Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and/or the Association within fifteen school days after receiving the appeal.

4. SPECIAL PROCEDURES FOR GRIEVANCES RELATING TO SALARY AND LEAVE MATTERS:

Any grievance relating to salary and leave matters shall be filed directly with the Superintendent of Schools and all procedures applicable to Step 2 shall be followed. The grievance shall be filed within a reasonable time following the act or condition which is the basis of this complaint.

5. SPECIAL TYPES OF GRIEVANCES OR COMPLAINTS:

a. Grievances arising from the action of officials other than the principal may be initiated in writing directly with the Superintendent of Schools.

b. Where a substantial number of employees in more than one school have a complaint arising from the action of authority other than the principal, the Association may initiate in writing a group grievance on their behalf.

c. The Association has a right to initiate in writing or appeal a grievance involving a dispute as to the interpretation and/or construction of the Agreement. Such grievances shall be initiated with the Superintendent of Schools.

6. APPEARANCE AND REPRESENTATION:

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

When such conferences are held during the working hours of employees whose attendance is required, such employees shall be excused without loss of pay for that purpose.

7. TIME LIMITS:

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall not constitute a sustaining of the grievance but it shall permit the employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

8. ARBITRATION:

A grievance dispute which was not resolved at Step 3 may be submitted by the employee and/or by the Association to an arbitrator for decision if it involves a dispute as to the interpretation and/or construction of the Agreement (including any Board Policy or Regulation expressly referred to therein).

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Board of Education under the Grievance Procedure, except in cases where, upon expiration of the fifteen day time limit for decision, the aggrieved employee or the Association filed notice with Board of Education of intention to submit the grievance to arbitration and no decision was issued by the Board of Education within twenty school days after receipt of such notice.

The employee may proceed personally or through the Association. Where the employee is not represented by the Association, the Association may submit its views to the Arbitrator.

The proceeding may be initiated by filing with the Board a demand for arbitration, or notice of intention to arbitrate. The notice shall be filed within ten (10) school days after receipt of the decision of the Board of Education under the Grievance Procedure, or, where no decision has been issued in the circumstances described above, three days following the expiration of the twenty (20) day period provided above. The notice shall include a brief statement setting forth the issue to be decided by the arbitrator and the specific provision of the agreement involved.

The parties shall herewith establish a panel of four (4) arbitrators who shall serve in rotating order. The Union shall promptly notify the scheduled arbitrator of service of the demand for arbitration and the need for a hearing. In the case of unavailability (i.e., the arbitrator cannot provide the parties with a hearing within sixty (60) calendar days of the date of service of the demand), the next scheduled arbitrator shall be used. In the event that none of the panel can provide service within sixty (60) calendar days, the arbitrator who can serve at the earliest date shall be used.

During June of each year of this agreement, both parties shall meet and review the panel of arbitrators. The parties must mutually agree to the continuance or modification of the panel members. If mutual agreement is not reached by the close of the school year, then arbitrators from thenceforth shall be selected from a list supplied, in each case, by the American Arbitration Association.

The members of the panel of arbitrators for the first year of the agreement shall be in, order:

1. Bonnie Siber Weinstock
2. Ted Lang
3. David Stein
4. Howard Edelman

The arbitrator shall issue his/her decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the dispute as provisions of the Agreement and he/she shall be without power or authority to make any decision.

1. Contrary to, inconsistent with, modifying or varying any way, the terms of the Agreement or of applicable law or rules or regulations having the force and effect of law;

2. Involving Board discretion or policy under the provisions of the Agreement except that he/she may decide in a particular case that the Board's interpretation or construction or policy was so arbitrary or capricious as to constitute an abuse of discretion.

The decision of the arbitrator will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy where he/she finds a violation of this Agreement.

The arbitrator's fee and expenses will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not represent any employee in the grievance denied by the decision of an arbitrator.

9. GENERAL PROVISIONS AS TO GRIEVANCES AND ARBITRATION:

The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

Nothing contained herein shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided herein.

Nothing contained herein shall be construed to deny any employee any right granted under any applicable law or rules or regulations having the effect of law.

#### ARTICLE XIV

##### BENEFITS

1. Retirement Benefits – Each aide shall be entitled to the benefits of the New York State Employees' Retirement System, provided application is made by such aide therefore. The district shall, during the first week of employment, provide such newly employed aide an application for retirement.
2. For each aide who has been in the employ of the District for five (5) consecutive school months, the Board shall pay the annual sum of \$325 for the 2004/05 school year, \$350 for the 2005/06 school year, \$350 for the 2006/07 school year and \$350 for the 2007/08 school year for each aide so employed to the Rockville Centre Teacher Aide Association Benefit Trust for the purpose of providing individual insurance coverage. The fiscal year of such contribution shall be the school year. (July and August are not to be included in computing the minimum of five (5) consecutive months). Said annual contribution shall be the full extent of the District's liability or responsibility to said program.
3. The District shall provide each member of the Association with the option to be covered by the Health Insurance Plan of Greater New York (HIP). Those members electing to participate in this health insurance plan shall be required to pay 100% of the cost of the premium. At no time shall the district be held responsible for any part of the cost of this health insurance option.
4. The District shall provide each member of the Association with the option of payroll deduction for enrollment in the NYSUT Benefit Trust.
5. Payment at time of Retirement: Employees who have worked for a minimum of ten (10) years and retire from the Rockville Centre Public Schools, will be paid one (1) hour for every two (2) hours personal illness time accrued to a maximum of 500 hours accrued.

#### ARTICLE XV

##### WORKERS' COMPENSATION

All employees shall be protected pursuant to the provisions of the Worker's Compensation Law of the State of New York.

ARTICLE XVI

CONFORMITY TO LAW SAVING CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to law, as determined by a body having competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.
3. This Agreement shall supersede any existing Board policy, instruction or direction where the same is in conflict with any provisions of this Agreement and, to that extent, the provisions of this Agreement shall be controlling.

ARTICLE XVII

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

DATED:

Rockville Centre, New York

ROCKVILLE CENTRE TEACHER AIDE ASSOCIATION

BY: Lena Cosca 9/23/04  
President

ROCKVILLE CENTRE BOARD OF EDUCATION

BY: Marcie B. Huich 9/27/04  
President