



**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: **Carmel Central School District and Carmel Teaching Assistants Association (2004)**

Employer Name: **Carmel Central School District**

Union: **Carmel Teaching Assistants Association**

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

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

PERB ID Number: **4707**

Unit Size: **106**

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 | 4707

**CARMEL CENTRAL SCHOOL DISTRICT**

**CONTRACT**

**between**

**TEACHING ASSISTANTS ASSOCIATION**

**and**

**CARMEL BOARD OF EDUCATION**

**JULY 1, 2004 – JUNE 30, 2008**

**RECEIVED**

APR 07 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



**Table of Contents**

ARTICLE I - PREAMBLE..... 4

    A. Agreement..... 4

    B. Recognition..... 4

ARTICLE II - FAIR PRACTICE..... 4

ARTICLE III - NEGOTIATIONS - SUBSEQUENT AGREEMENT..... 4

ARTICLE IV - WORKING CONDITIONS..... 4

    A. Covered Employees..... 4

    B. Work Week..... 4

    C. Meetings..... 4

    D. Term of Employment..... 4

    E. Pay Period..... 5

    F. Payroll Deductions..... 5

    G. Salary..... 5

    H. Additional Payments for New York State Certification Levels..... 6

    I. Substitute Pay..... 6

    J. Extra Day(s)..... 6

    K. Pro-rated Benefits..... 6

    L. Vacancies..... 6

    M. Blood Borne Pathogen..... 6

    N. Student Health Needs..... 6

ARTICLE V - AUTHORIZED ABSENCES..... 6

    A. Personal Days..... 6

    B. Personal and Family Sick Leave..... 6

    C. General Leave of Absence..... 7

    D. Sick Leave Bank..... 7

    E. Child Rearing Leave..... 8

ARTICLE VI - BENEFITS..... 8

    A. Health Insurance..... 8

    B. Retirement..... 9

---

C.	<i>Other Benefits</i> .....	9
1.	<i>Damage to Personal Property</i> .....	9
2.	<i>Jury Duty</i> .....	9
3.	<i>Travel</i> .....	9
4.	<i>Longevity</i> .....	10
5.	<i>Bereavement Leave</i> .....	10
6.	<i>Break</i> .....	10
7.	<i>Lunch Period</i> .....	10
D.	<i>Worker's Compensation</i> .....	10
E.	<i>Welfare Fund</i> .....	10
F.	<i>Tuition Reimbursement</i> .....	11
G.	<i>Chaperoning</i> .....	11
ARTICLE VII - OTHER EMPLOYMENT PROVISIONS .....		11
A.	<i>Personnel Files</i> .....	11
B.	<i>Evaluations</i> .....	11
C.	<i>No Strike Pledge</i> .....	11
D.	<i>Physical Examinations Required by Employer</i> .....	11
E.	<i>Association Privileges</i> .....	11
F.	<i>Teaching Assistants Tenure</i> .....	12
G.	<i>Copies of Agreement</i> .....	12
ARTICLE VIII - AGREEMENT REQUIRING LEGISLATIVE ACTION .....		12
ARTICLE IX - GRIEVANCE PROCEDURE .....		12
A.	<i>Definition</i> .....	12
B.	<i>Purpose</i> .....	12
C.	<i>Procedure</i> .....	12
D.	<i>Rights Under Grievance Procedure</i> .....	13
ARTICLE X - COMMITTEES .....		13
ARTICLE XI - MATTERS NOT COVERED IN THIS AGREEMENT .....		13
ARTICLE XII - CONFORMITY TO LAW CLAUSE .....		13
ARTICLE XIII - EXECUTION OF AGREEMENT .....		14

---

**ARTICLE I - PREAMBLE**

The Carmel Central School District, hereafter referred to as the "Employer" and the Carmel Teaching Assistants Association, hereafter referred to as the "Association", in recognition of the Public Employees Fair Employment Act (Taylor Law) desire to promote a harmonious and cooperative relationship between the Employer and the Employees covered under the terms and conditions of this Agreement.

**A. Agreement**

This Agreement between the Employer and the Association shall take effect on the 1st day of July, 2004, and shall remain in effect until the 30th day of June, 2008.

**B. Recognition**

The Employer hereby recognizes the Carmel Teaching Assistants Association as the sole and exclusive Bargaining Agent for all Employees now certified, or to be certified, in the classification of a Teaching Assistant as prescribed in Education Law.

**ARTICLE II - FAIR PRACTICE**

The Association agrees to maintain eligibility to represent the voting unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all members of the voting unit without regard to membership or participation in, or association with, the activities of any employee organization.

**ARTICLE III - NEGOTIATIONS - SUBSEQUENT AGREEMENT**

The Association will submit to the Superintendent of Schools, or his designee, a written request to begin negotiations. Such request shall be submitted between January 20th and February 1st of the school year in which the contract terminates. The Superintendent shall agree to meet within (15) days after receipt of the request. The first session will be to establish negotiation procedures and "ground rules".

**ARTICLE IV - WORKING CONDITIONS****A. Covered Employees**

All employees classified as Teaching Assistant shall be covered by the terms and conditions of employment as stipulated in this agreement, whether or not the Employee is a member of the Association.

**B. Work Week**

The normal work week for a Teaching Assistant, when school is in session, shall be five days, Monday through Friday. The number of hours per day shall be assigned by the Assistant Superintendent or designee. Work hours of Teaching Assistants shall not be decreased.

**C. Meetings**

Commencing with the 2005-2006 school year Teaching Assistants will be required to attend six (6) meetings during the school year scheduled before or after school. Meetings shall be up to one hour in duration.

**D. Term of Employment**

1. All Teaching Assistants are employed on a ten (10) month basis, commencing September 1st and terminating June 30th.
2. The Teaching Assistant work year shall be the same as that of the teachers, and in the event the District adds a Superintendent's Conference Day to the calendar, the Teaching Assistants shall receive the same consideration as the teachers. Additional days may be worked at the request of the Building Principal and with the consent of the Employee.
3. The Employer reserves the right to change a Teaching Assistant's assignment when such change is deemed to be in the best interest of the educational program. In the event of projected transfers, the CTAA will be notified in order to determine if any

members of the unit are interested in volunteering for a transfer. An involuntary transfer or reassignment shall not be made until a meeting between the Teaching Assistant involved and the administration takes place.

4. Teaching Assistants to be re-employed in the District shall receive assignment and salary notices for the next school year by June 1 and must return the signed notices to the Payroll Office before the end of the school year.

#### **E. Pay Period**

Salary payments for Teaching Assistants shall be made as follows:

1. Twenty-one (21) equal payments to coincide with teacher payments.
2. Whenever school shall not be in session on a payday, the school day prior to such day shall be the payday.

#### **F. Payroll Deductions**

The payroll stub shall state: gross earnings, deductions and net pay. Any questions concerning an individual's earnings will be directed in writing to the payroll department for clarification and adjustment.

#### **G. Salary**

During the duration of this agreement all covered Teaching Assistants shall be compensated for services rendered, according to the salary schedule below:

<b>EXTENDED WORKDAY SCHEDULE (6 Hours)</b>				
Step	2004-05	2005-06	2006-07	2007-08
1	15,333	15,890	16,458	17,053
2	16,550	17,148	17,757	18,394
3	17,674	18,309	18,956	19,633
4	18,843	19,517	20,203	20,921
5	20,082	20,796	21,524	22,286
6	21,528	22,290	23,066	23,879
7	24,006	24,849	25,709	26,609
8	27,413	28,369	29,343	30,363

<b>WORKDAY SCHEDULE (5 Hours)</b>				
Step	2004-05	2005-06	2006-07	2007-08
1	12,777	13,241	13,715	14,210
2	13,791	14,289	14,797	15,328
3	14,728	15,257	15,796	16,360
4	15,702	16,263	16,835	17,433
5	16,734	17,330	17,936	18,571
6	17,939	18,574	19,221	19,898
7	20,004	20,707	21,423	22,173
8	22,843	23,640	24,451	25,301

Note:

1. The Extended Workday Schedule is based on a six-hour workday (6 ½ hours including lunch).
2. Teaching Assistants on either schedule will advance one step on the salary schedule each year of the contract (EXCEPT AS NOTED IN #3 below).

3. Teaching Assistants hired prior to the end of the first semester will advance to step 2 on the salary schedule in September of the school year following. Teaching Assistants who begin their employment on or after commencement of the second semester will remain on step 1 through the school year following and then advance to step 2.

#### **H. Additional Payments for New York State Certification Levels**

Teaching Assistants having achieved Level III status (passing the NYSATAS; completing one year of service as a Teaching Assistant in the District, completing 18 undergraduate credits) and upon providing the District written evidence of successful completion of 6 additional credit hours of undergraduate study, shall receive \$200 per year in addition to his or her base salary.

#### **I. Substitute Pay**

In 2004-05 a Teaching Assistants asked to substitute for teachers shall receive, in addition to their normal salary, eleven (\$11.00) dollars per period. In the 2005-06 year the rate will be increased to twelve (\$12.00) per period, and in the 2006-07 year the rate will be increased to thirteen (\$13.00) per period. In the 2007-08 year the rate will be increased to fourteen (\$14.00) per period. In the event a Teaching Assistant is required to substitute beyond his/her normal work hours, he/she shall be paid the normal Teaching Assistant per diem salary, plus the substitute stipend.

#### **J. Extra Day(s)**

Teaching Assistant working over 182 days shall be paid at the rate of 1/200 of her salary.

#### **K. Pro-rated Benefits**

A Teaching Assistant employed after January 31 will receive pro-rated benefits.

#### **L. Vacancies**

1. Any vacancy within the Teaching Assistant category shall be posted on all Employee Bulletin Boards. The President of the CTAA is to be notified of all vacancies.
2. A Teaching Assistant desiring to apply for the position vacancy shall file an application with the Building Principal within five (5) working days of the posting of said notice.
3. The Employer may not permanently fill a vacancy within the five (5) day posting period. The Employer shall maintain on file a job description of the position vacancy.
4. Employees within the bargaining unit meeting established qualification standards shall be given preference.

#### **M. Blood Borne Pathogen**

The District will notify a Teaching Assistant of any student(s) assigned to him or her who are known to have a blood borne pathogen, except in circumstances where confidentiality is required by law. Teaching Assistants are expected to use universal precautions as described in the District's Exposure Control Plan for Blood Borne Pathogens.

#### **N. Student Health Needs**

Teaching Assistants shall not be required to assist students with toileting, changing diapers or sanitary napkins, or performing other such similar student health need responsibilities.

### **ARTICLE V - AUTHORIZED ABSENCES**

#### **A. Personal Days**

1. Three (3) days per school year, unused cumulative to sick leave.
2. Prior application to and approval by the Building Principal required.

#### **B. Personal and Family Sick Leave**

Each Teaching Assistant shall be allowed eighteen (18) days with full pay each year for personal illness. Unused leave days shall be cumulative to 180 days. In the case of serious illness or extended illness in the immediate family (father, mother, brother, sister, son, daughter, husband, wife or other relative with whom the Teaching Assistant may be living) personal sick leave days



may be taken and deducted from the Teaching Assistant's accumulated sick leave. A doctor's certificate may be required. In no case will the use of family sick leave exceed the teaching assistant's personal sick leave accumulation.

Any Teaching Assistant with accumulated sick leave days in excess of 180 days on each June 30th will have such days transferred to the CTAA Sick Leave Bank.

### C. General Leave of Absence

One year of personal leave, without pay may be granted upon request to the Superintendent of Schools and with the approval of the Board of Education. The Teaching Assistant on leave will notify the Superintendent by May 1st of his/her intention to return to work in September, or no later than sixty (60) days prior to the approved return date if other than the opening of school in September.

The Superintendent, or his designee, shall advise the Teaching Assistant in writing that the above notification is required at the time the leave of absence is granted.

A Teaching Assistant on a general leave of absence will:

1. Have a comparable position upon return.
2. Not lose accumulated sick leave.
3. Not lose previously earned seniority.

Teaching Assistants may continue their health insurance during such leaves of absence by paying the monthly premiums to the District. They may elect to pay the entire annual amount by Sept. 1, of the year in which they take leave or in quarterly installments due July 1, October 1, January 1, and April 1 of the year they take such leave.

### D. Sick Leave Bank

1. In September 1989, a Sick Leave Bank (SLB) was established for the purpose of providing limited income protection to those employees who suffer **long term illnesses** or **accidents** that cause them to expend all their accumulated sick leave days and all personal days.
2. Each employee shall contribute one day of sick leave to the Sick Leave Bank in the second and third year of this agreement. The total number of employee days shall be matched by the District.
3. The Bank shall be administered by the Superintendent of Schools or his/her designee and three representatives from the Association. They shall be charged with the review and determination of dispensing any SLB days.
4. Prior to withdrawal of any Sick Leave Bank days, all annual and accumulated sick leave days must be expended by the Teaching Assistant.
5. Members must submit requests in writing to the Superintendent of Schools with a copy to the Association President for SLB days. Also included must be a doctor's diagnosis. Days may be granted only after a review of eligibility by the representatives of the sick leave bank.
6. Withdrawal of Sick Leave Bank days shall be based on an employee's years of service.
  - Teaching Assistants employed less than 5 years may be allowed to receive up to a maximum of 20 days from the SLB.
  - Teaching Assistants employed between 5 and 10 years may be allowed to receive up to a maximum of 60 days from the SLB.
  - Teaching Assistants employed for more than 10 years may be allowed to receive up to a maximum of 100 days from the SLB.
  - In extenuating circumstances, a member may appeal to the SLB Committee for additional sick leave days.

7. A waiting period of 25 days shall be imposed before Sick Leave Bank days can be withdrawn.
  - Teaching Assistants with a total of 25 accumulated sick and personal days will have sufficient days to offset the waiting period.
  - Teaching Assistants with less than 25 accumulated sick and personal days will be placed on leave without pay, but retain health and welfare benefits until the waiting period has been completed.
8. In the event the Sick Leave Bank's total number of days falls below 100, the Sick Leave Bank shall be replenished by assessing each unit member one day from his/her sick leave accumulation or annual allocation. The District will contribute one-half (1/2) of the total number of days contributed by members of the unit. A Sick Leave Bank participant at the time of replenishment shall not be required to contribute a day to the Sick Leave Bank.

#### **E. Child Rearing Leave**

Teaching Assistants may request and shall be granted a one-year leave for the purpose of rearing their own new born or newly adopted children under the age of two (2). Requests for such leave shall be made in writing to the Superintendent of Schools giving 60 days notice prior to the commencement of the leave. Such leave shall be granted without pay or benefits except as may be available through the FMLA.

### **ARTICLE VI - BENEFITS**

#### **A. Health Insurance**

##### **1. Eligibility Requirements/Coverage**

The employer shall provide health insurance coverage in the Carmel Health Plan for eligible employees and retirees as follows:

- a. The health insurance plan provided by the District to the employees in the bargaining unit and the plan benefits shall be those agreed upon by the District and the majority of the other bargaining units.
  - b. For those Teaching Assistants and retirees who were employed as of June 30, 1981, the District will pay 100% of the premium for 12 months for individual and family coverage.
  - c. For those Teaching Assistants and retirees who were employed after June 30, 1981, the District will pay 80% of the premium for 12 months for individual and family coverage.
2. Teaching Assistants who are employed at least twenty (20) hours per week and less than twenty five (25) hours per week shall be eligible for health insurance benefits, but the District's share of the premium will be pro-rata, based on a twenty five (25) hour work week equaling 100%.
  3. Eligible Teaching Assistants who were employed by the District prior to July 1, 1981 and who decline health insurance coverage shall be eligible to receive a stipend equal to twenty-five (25) percent of the annual (July 1 - June 30) cost of family health insurance under the District's health insurance plan. Payments will be made semi-annually, with fifty (50) percent of the stipend paid by January 31 and the remainder by June 30.

Teaching Assistants hired after July 1, 1981 and who decline health insurance coverage shall be eligible to receive a stipend of \$800.

Payments of the above stipends shall be as described for the pre July 1, 1981 employees.

In the event a Teaching Assistant chooses to participate in the health insurance program the Teaching Assistant will receive a pro-rata stipend for that period he/she declined health insurance coverage.

## B. Retirement

1. Full-time Teaching Assistants (6 hours or more), must join the New York Teachers' Retirement System, as provided by law. Teaching Assistants working less than six (6) hours per day have the option of joining the New York State Teachers' Retirement System. The retirement plan and requirements are established by the New York State Teachers' Retirement System.

2. Resignation for Purpose of Retirement

Unused personal sick days up to a maximum of 150 days shall be paid to an Employee under the following conditions:

- a. Teaching Assistants must give a minimum of ninety (90) days written notice to the Superintendent Schools before the actual date of retirement. If the retirement notice is received by the District during the school year the Teaching Assistant is retiring, a single lump sum payment of the retirement benefit shall be made between July 1st and July 31st.

In the event the above notice is received by the District prior to February 1st, and the actual date of retirement is after the following August 31st, payment of the retirement benefit shall be equally divided among the regular paychecks received commencing with the first pay period in September and ending with the last paycheck received prior to the actual retirement date.

Example: An employee notifying the Superintendent of Schools on January 1, 2006, would be eligible to retire no earlier than March 30, 2006, and be paid the retirement benefit between July 1 and July 31, 2006.

- b. The Employee must be eligible to retire under the regulations and terms of the New York State Teachers Retirement System. However, non-members of the NYSTRS will be paid for unused personal sick leave days to a maximum of 150 days.
- c. Terms of Payment:
  - 1) Payment of the total amount due the employee shall be made no later than July 31 for employees resigning effective March 30 through July 31, and shall be paid evenly as part of the employee's regular paychecks when the retirement date is effective between August 1 and March 29.
  - 2) The rate of pay shall be the higher of the 1995-96 rate, or \$90 per day for 6 hour employees or \$76 for 5 hour employees. Employees working at hours different than those listed shall have the benefit prorated accordingly.
- d. A notice of resignation to retire submitted and approved by the Board of Education may not be withdrawn without the written consent of the Superintendent of Schools and the Board of Education.

## C. Other Benefits

1. Damage to Personal Property

The Employer shall reimburse a Teaching Assistant for any clothing or other personal property damaged or destroyed incurred in the Teaching Assistant's performance of duty and not incurred as a result of the Teaching Assistant's own negligence.

2. Jury Duty

Teaching Assistant selected for jury duty shall be granted the normal pay for each day absent. Court remuneration will be turned over to the school district treasurer. Jury duty will not result in a loss of pay, and will not be deducted from accumulated sick leave or personal leave.

3. Travel

Personnel required by the Employer to use a personal vehicle on school business shall be reimbursed at the approved District rate per mile.

4. Longevity

- a. Effective in 2004-05 to 2007-08, Teaching Assistants commencing their ninth (9th) year, thirteenth year (13) year and seventeenth (17th) year of employment shall receive longevity payments as part of their normal annual salary and payment spread throughout the normal school year in the same manner as salaries are paid.

**Longevity Payments**

Year 1	2004-05	Year 2	2005-06	Year 3	2006-07	Year 4	2007-08
9	1100	9	1150	9	1200	9	1250
13	1100	13	1150	13	1200	13	1250
17	1100	17	1150	17	1200	17	1250

- b. Part time employees (less than twenty-five (25) hours per week) hired after June 30, 1989 will receive longevity stipends pro-rata based on a twenty five (25) hour work week.

5. Bereavement Leave

- a. All Teaching Assistants shall be granted five (5) days absence with pay due to the death of husband, child, mother, father, sister, brother, grandchild, or grandparent.
- b. All Teaching Assistants shall be granted three (3) days absence with pay due to the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt uncle.

6. Break

Teaching Assistants employed five (5) or more hours per day shall be entitled to one fifteen (15) minute break per day.

7. Lunch Period

Teaching Assistants, who are assigned a lunch period, shall be entitled to a lunch period equal to that scheduled for the regular teachers assigned to that building.

**D. Workers' Compensation**

In the event a member of the bargaining unit is injured in the performance of his/her duty and such injury is covered under Worker's Compensation Law, the employee shall be paid his/her full rate of pay not to exceed his/her maximum number of accumulated sick leave days. An employee absent beyond his/her maximum number of accumulated sick leave days shall be entitled to the established compensation rate only. Upon return to work the District will credit the teaching assistant's accumulated sick leave when reimbursed by the compensation insurance carrier, the number of days (rounded to the nearest half-day) equal to the amount of money reimbursed, divided by the teaching assistant's per diem rate of pay (1/200 of annual salary).

**E. Welfare Fund**

The District shall contribute \$920.00 to the CTAA administered Welfare Fund per unit member in 2004-05; \$1,030.00 per unit member in 2005-06, \$1,070 per unit member in 2006-07, and \$1,155.00 per unit member in 2007-08, according to the following schedule:

July	15	25%
Oct.	15	25%
Jan.	15	25%
April	15	25%

No monies shall be released until the District is in receipt of documents demonstrating that the Fund has been established in accordance with law. The purpose of the Fund shall be to provide various health and insurance coverages to all unit members and no portion of the monies in the

Fund or insurance coverages purchased by the Fund shall be used to defray or cover expenses incurred by unit members in the defense of actions brought against them by the District.

#### **F. Tuition Reimbursement**

Subject to approval of the Superintendent of Schools, Teaching Assistants will be reimbursed for the cost of tuition for courses that are related to the Teaching Assistant's area of assignment. Reimbursement shall be at prevailing tuition rate charged by area community colleges. Denial of approval for a course shall not be a basis for a grievance.

#### **G. Chaperoning**

Teaching Assistants shall become members of the chaperoning pool at a rate of \$87.00 per event (1 to 4 hours per event).

### **ARTICLE VII - OTHER EMPLOYMENT PROVISIONS**

#### **A. Personnel Files**

1. A personnel folder will be maintained at the District Office for all Teaching Assistants. It shall be the responsibility of the Teaching Assistant to maintain up-to-date information in this folder. No evaluation material shall be put in the personnel folder of the Teaching Assistant without the knowledge of that individual.
2. Upon written request, each Employee shall have the right to review at any time mutually convenient, the contents of his/her personnel file; except, however, any confidential references given at the time of employment. At the Employee's request, a representative of the Association may accompany the Employee in such review. The review shall be made in the presence of the Supervisor responsible for the safe-keeping of such file. Facilities shall be available for the Employee to make photocopies of such contents and records as concerning work performance except in circumstances beyond the control of the Administration.
3. Also, a copy of any complaint placed in the Personnel File of any Employee shall be sent to the Employee within one (1) week thereof. The employee shall have the right to answer in writing and have the incident reviewed by the Chief School Administrator. The findings of this review shall be placed in the Employee's Personnel File together with the complaint.

#### **B. Evaluations**

Teaching Assistants will be evaluated each year. Any evaluation will be signed by the Teaching Assistant and filed in the Teaching Assistant's personnel folder. A copy of the report will be made available to the Teaching Assistant at the time it is signed. Teaching Assistants will have the right to prepare comments in regard to the evaluation report which shall also be placed in the Teaching Assistant's personnel folder.

#### **C. No Strike Pledge**

The Teaching Assistants Association will file with the District Clerk a written declaration that the Association will not participate or engage in a strike, work stoppage, or any other action that will interfere with the normal operation of the established work schedule.

#### **D. Physical Examinations Required by Employer**

If required to take a physical examination of any type or description, the Employee shall have the right to designate a doctor of his/her choice from a list of licensed physicians annually approved and designated and published as School Doctors by the Employer to conduct said examination. The list of approved physicians shall contain no less than four (4) doctors actively practicing medicine in the County of Putnam.

#### **E. Association Privileges**

1. The Association will have the right to use school buildings without cost at reasonable times for meetings. Request for use of the building will be made in advance to the Unit Administrator.

2. Dues Deductions - The Employer agrees to deduct Association dues from the paychecks of the Teaching Assistants as said Teaching Assistants individually authorize the Employer to deduct such Association dues. The Association accepts the responsibility to provide the Employer with the necessary authorization cards, and shall certify at least thirty (30) days prior to the commencement of dues deductions the amount of dues to be deducted. Dues shall be deducted in ten (10) equal installments beginning with the first payroll in October. The Employer shall transmit to the Association, following each pay period, the total amount of dues deducted.
3. The Association shall be permitted to use up to four (4) days per school year, during which the President of the Association and/or his/her designee may be absent from work, with pay, to attend to Union business.

#### **F. Teaching Assistants Tenure**

Teaching Assistants working twenty five (25) hours or more per week shall be eligible for tenure appointment.

#### **G. Copies of Agreement**

The Employer shall assume 100% of the cost of preparing the finalized agreement document. The Association shall assume the responsibility of distribution to all Employees in the Bargaining Unit.

### **ARTICLE VIII - AGREEMENT REQUIRING 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, therefore, shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE IX - GRIEVANCE PROCEDURE**

#### **A. Definition**

A "grievance" is the claim by the Association, or Teaching Assistant, that there has been a violation of the terms of this Agreement.

#### **B. Purpose**

The purpose of this procedure is to secure an equitable solution to the disputes which may arise over matters defined in Paragraph "A" as rapidly as possible.

#### **C. Procedure**

##### **1. Level One Grievance**

An aggrieved person or their representative will first present the grievance in writing to his/her Principal or immediate supervisor with whom it will be discussed directly. The meeting of the aforesaid parties shall be scheduled within five (5) school days of the proper filing of the grievance. The Principal or immediate supervisor shall inform the aggrieved person of his/her decision in writing within five (5) school days after the meetings.

##### **2. Level Two Grievance**

If the grievant is not satisfied with the decision at Level One and the grievance is considered by the Association to be meritorious, the Association shall notify the Superintendent in writing, within five (5) school days after it has received the grievance from the aggrieved person that it wishes to carry the grievance to the Superintendent. The meeting of the aforesaid parties shall be scheduled within five (5) school days.

##### **3. Level Three Grievance**

- a. If the Association and the aggrieved party are not satisfied with the decision at Level Two, and the grievance pertains to an interpretation of the language of this contract, and if no written decision has been rendered within five (5) school days after the meeting, the

Association may, within ten (10) school days of the meeting, request that the grievance be submitted within thirty (30) school days to arbitration.

- b. The parties agree to be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator shall issue his/her decision with due dispatch after the date of the closing of the hearings, or if all hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be rendered to the District and to the Association and shall be binding on all parties. The Arbitrator shall make no decision which is contrary to, or inconsistent with, or which modifies or varies in any way, the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
- d. The cost for the services of the arbitrator, including expenses; if any, shall be borne equally by the Board and the Association.

#### **D. Rights Under Grievance Procedure**

1. Any grievance shall be presented within thirty (30) school days after the grievant and the Association knows or should have known of the occurrence or events claimed to have given rise to the grievance. Failure to proceed to the next step within the applicable time limits shall be deemed a waiver of the grievance, and the grievance shall abate.
2. The District shall make available to the Association such information deemed necessary for the Association to carry out its function of processing Association grievances (excluding confidential personnel records).
3. In the event that a representative of the grievant or individual so designated in writing by the Association, investigates or is required to attend a grievance proceeding, such employee shall be released from his/her regular assignment without loss of pay for the period of time necessary to permit attendance at such proceedings.
4. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants shall not be available without the permission of the aggrieved Party.

#### **ARTICLE X - COMMITTEES**

A Liaison Committee consisting of three (3) members of the Association and the Superintendent of Schools or his/her designee shall meet not less than three (3) times during the school year for the purpose of discussing mutual concerns. Meeting shall be scheduled by mutual consent as to date, time, and location.

#### **ARTICLE XI - MATTERS NOT COVERED IN THIS AGREEMENT**

Terms and conditions of employment not covered in this Agreement shall be negotiated by mutual consent of both parties to the Agreement.

#### **ARTICLE XII - CONFORMITY TO LAW CLAUSE**

If any provision of this Agreement is or shall at any time, be contrary to law, then such provision shall not be applicable, or performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriated consultation and negotiation.

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 effect.

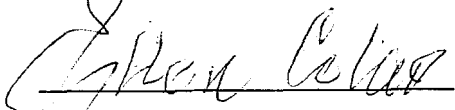
**ARTICLE XIII - EXECUTION OF AGREEMENT**

The provisions of this Agreement shall take affect on the 1st day of July, 2004 and shall remain in effect through and including the 30th day of June 2008.

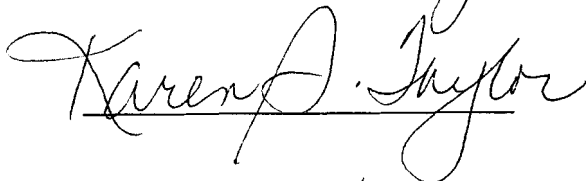
**SIGNATORY**

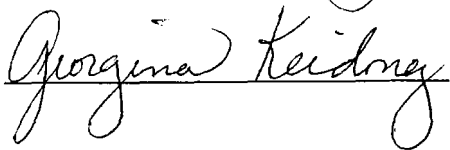
In witness whereof: The parties to this Agreement, having obtained authorization to execute this Agreement by majority vote of their respective memberships, set their hands this 3 day February of 2006.

**Teaching Assistant Association**

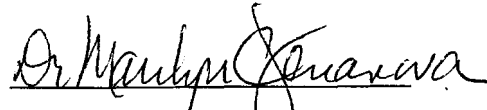
  
Ellen Colao  
President

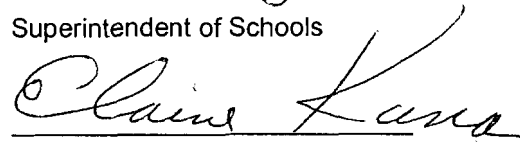






**Carmel Central School District**

  
Dr. Marilyn C. Terranova  
Superintendent of Schools

  
Dr. Elaine Kanas  
Assistant Supt. for Instruction & Personnel



