

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 Certified Teaching Assistants and Teacher Aides Chapter of the Yorktown Congress of Teachers (YCT) (2005)

Employer Name: Yorktown Central School District

Union: Certified Teaching Assistants and Teacher Aides Chapter of the Yorktown Congress of Teachers (YCT)

Local:

Effective Date: 09/01/05

Expiration Date: 08/31/09

PERB ID Number: 6564

Unit Size: 146

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/>

146 members

AID 16564

AGREEMENT

BETWEEN

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

AND

**CERTIFIED TEACHING ASSISTANTS
AND TEACHER AIDES CHAPTER OF
THE YORKTOWN CONGRESS OF TEACHERS**

SEPTEMBER 1, 2005 - AUGUST 31, 2009

RECEIVED

MAR 03 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

	PAGE
ARTICLE I	RECOGNITION.....1
ARTICLE II	NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT.....1
ARTICLE III	GRIEVANCE PROCEDURE.....2
ARTICLE IV	SALARIES.....4
ARTICLE V	REIMBURSEMENT FOR CLOTHING OR OTHER PERSONAL PROPERTY.....6
ARTICLE VI	NOTIFICATION OF CONTINUED EMPLOYMENT - NOTICE OF VACANCIES AND NEW POSITIONS.....6
ARTICLE VII	LAYOFF AND RECALL7
ARTICLE VIII	SICK LEAVE.....8
ARTICLE IX	TEMPORARY LEAVES OF ABSENCE.....8
ARTICLE X	EXTENDED LEAVES OF ABSENCE.....9
ARTICLE XI	RETIREMENT SYSTEM AND SECTION 41j OPTION10
ARTICLE XII	WELFARE INSURANCE FUND.....10
ARTICLE XIII	INFORMATION TO CERTIFIED TEACHING ASSISTANTS AND TEACHER AIDES.....10
ARTICLE XIV	CERTIFIED TEACHING ASSISTANTS AND TEACHER AIDES FILES.....10
ARTICLE XV	TRAVEL ALLOWANCE11
ARTICLE XVI	SPECIAL NEEDS DUTIES11
ARTICLE XVII	HEALTH AND SAFETY TRAINING12

TABLE OF CONTENTS
(continued)

	PAGE
ARTICLE XVIII	PROFESSIONAL IMPROVEMENT PROGRAM.....12
ARTICLE XIX	TIME FOR ATTENDING UNION WORKSHOPS AND RELEASE TIME FOR CERTIFIED TEACHING ASSISTANTS AND TEACHER AIDES VICE PRESIDENT12
ARTICLE XX	DUES DEDUCTIONS.....13
ARTICLE XXI	DURATION OF AGREEMENT14
APPENDIX	TITLE IX NOTICE.....15
	DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION.....16

This Agreement is made and entered into on this 28th day of November, 2006, by and between **THE BOARD OF EDUCATION OF THE YORKTOWN CENTRAL SCHOOL DISTRICT** (hereinafter referred to as the “Board”) and **THE CERTIFIED TEACHING ASSISTANTS AND TEACHER AIDES CHAPTER OF THE YORKTOWN CONGRESS OF TEACHERS** (hereinafter referred to as the “YCT-CTA/TA”) and shall be effective per Article XXI.

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the YCT-CTA/TA Subchapter as the exclusive employee organization representing the Certified Teaching Assistants (CTA) and Teacher Aides (TA) 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 under this Agreement. For purposes of representation, Certified Teaching Assistants are those Teaching Assistants who applied for certification on or before February 2, 2004 and who hold a Continuing Certificate, as well as those Teaching Assistants who applied for Teaching Assistant certification after February 2, 2004 and who have a Level I, Level II or Level III Teaching Assistant Certificate or above.

It is understood and agreed that “Instructional Assistants” are Teacher Aides under the Civil Service Law, and any person who was originally hired by the Board as an Instructional Assistant and whose title has not been changed to Certified Teaching Assistant shall be considered a Teacher Aide pursuant to the Civil Service Law. The District agrees to hire future Teacher Aides under the title of Teacher Aide, not that of Instructional Assistant.

- B. This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.
- C. This recognition is conditioned upon YCT-CTA/TA 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, 2009, 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) non-approval for reappointment, (b) Board discretion or Board policy, or (c) any matter as to which a method of review is prescribed by law or applicable by-law, rule or regulation having the force and effect of law.

Section II - Level I - Information

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

Section III - Level II - Formal

The grievance shall be presented in writing to the grievant's immediate superior and to the principal with whom it will be discussed directly or through the YCT-CTA/TA's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the YCT-CTA/TA's Representative of his or her decision in writing within five school days after the formal grievance was presented. Grievances involving a member's pay must be filed during the school year in which they arose or within ninety (90) days after the end of school year or they will be deemed waived. All other types of grievances must be filed within 90 days of when the member knew or should have known of the act giving rise to the grievance, or the grievance shall be deemed waived.

Section IV - Level III - Superintendent

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level II, or if no decision has been rendered within five school days after the presentation of his or her grievance, then within five school days thereafter he or she may file his or her grievance in writing with the Superintendent. Within five school days after such filing, the aggrieved party and the YCT-CTA/TA 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 YCT-CTA/TA President of his decision within five school days following the meeting.

Section V - Level IV - Board of Education

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

Section VI - Miscellaneous

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

If, in the judgment of the YCT-CTA/TA's Grievance Committee, a grievance affects a group or class Certified Teaching Assistants and Teaching Aides, the YCT-CTA/TA 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 YCT-CTA/TA.

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 YCT-CTA/TA 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 Certified Teaching Assistants and Teacher Aides 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 YCT-CTA/TA, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the YCT-CTA/TA, and that the YCT-CTA/TA 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 YCT-CTA/TA or by the Board or by any member of the Administration against any party in interest, any YCT-CTA/TA or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A Certified Teaching Assistant and Teacher Aide's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

**ARTICLE IV
SALARIES**

A-1. Teacher Aides hourly rate schedule for each of the four years of this Agreement shall be as follows:

TA	1.0375		1.0375		1.0375	
STEP	04-05	05-06	06-07	07-08	1.0375	
					08-09	
		\$10.19	\$10.57	\$10.97	\$11.38	
2		\$10.90	\$11.31	\$11.74	\$12.18	
3	\$11.75	\$12.19	\$12.65	\$13.12	\$13.61	
4	\$12.77	\$13.25	\$13.75	\$14.26	\$14.80	
5	\$13.83	\$14.35	\$14.89	\$15.44	\$16.02	
6	\$15.51	\$16.09	\$16.70	\$17.32	\$17.97	
7	\$17.21	\$17.86	\$18.52	\$19.22	\$19.94	
8	\$18.81	\$19.52	\$20.25	\$21.01	\$21.79	

A-2. The Certified Teaching Assistants hourly rate schedules for each of the four years of this agreement shall be as follows:

CTA	1.0375		1.0575		1.06	
STEP	04-05	05-06	06-07	07-08	1.0625	
					08-09	
		\$10.19	\$10.77	\$11.42	\$12.13	
2		\$10.90	\$11.53	\$12.22	\$12.99	
3	\$11.75	\$12.19	\$12.89	\$13.67	\$14.52	
4	\$12.77	\$13.25	\$14.01	\$14.85	\$15.78	
5	\$13.83	\$14.35	\$15.17	\$16.08	\$17.09	
6	\$15.51	\$16.09	\$17.02	\$18.04	\$19.17	
7	\$17.21	\$17.86	\$18.88	\$20.01	\$21.27	
8	\$18.81	\$19.52	\$20.64	\$21.88	\$23.24	

- B. When a Certified Teaching Assistant and Teacher Aide 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 Certified Teaching Assistant and Teacher Aide 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. Certified Teaching Assistants and Teacher Aides who work four hours or more shall receive a paid thirty-minute duty free lunch period. Certified Teaching Assistants and Teacher Aides may leave their building during their lunch period upon notification to the building administrator.
- D. Certified Teaching Assistants and Teacher Aides shall be paid for any day during the school year when the school in which the Certified Teaching Assistant and Teacher Aide 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, Certified Teaching Assistant and Teacher Aides' paychecks shall be paid at regular intervals and equalized throughout the school year.
- F. Beginning in the fifteenth (15th) year of cumulative employment with the District, Certified Teaching Assistants and Teacher Aides shall receive a longevity increment each year as listed below and in the chart following:

Beginning in the 15th year:

2005-2006	\$1,037.50
2006-2007	\$1,097.16
2007-2008	\$1,162.99
2008-2009	\$1,235.68

Beginning in the twentieth (20th) year of cumulative employment in the District, Certified Teaching Assistants and Teacher Aides shall receive an additional longevity increment as listed below and in the chart following:

Beginning in the 20th year:

2005-2006	\$518.75
2006-2007	\$548.58
2008-2009	\$581.49
2008-2009	\$617.84

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

LONGEVITY INCREMENTS FOR CTA's/TA's

	2005-2006	2006-2007	2007-2008	2008-2009
	3.75%	5.75%	6%	6.25%
Beginning in the 15th Year	\$1,037.50	\$1,097.16	\$1,162.99	\$1,235.68
Beginning in the 20th year, an additional	\$518.75	\$548.58	\$581.49	\$617.84
For a total of:	\$1,556.25	\$1,645.74	\$1,744.48	\$1,853.52

- G. If a Certified Teaching Assistant or Teacher Aide substitutes for an absent teacher for a full day, he or she shall be paid per day one-half of the prevailing per diem substitute rate in addition to his or her regular pay or the prevailing daily substitute rate whichever is higher. For half a day or More but less than a full day, he or she shall be paid at an hourly rate prorated on the prevailing per diem substitute rate in addition to his or her regular pay. For less than half a day, he or she shall be paid at the rate of \$7.00 per hour or a part thereof in addition to his or her regular pay.

**ARTICLE V
REIMBURSEMENT FOR CLOTHING OR
OTHER PERSONAL PROPERTY**

The Board shall reimburse an Certified Teaching Assistant and Teacher Aide for clothing or other personal property normally brought into school (or brought into school with permission of the Certified Teaching Assistant and Teacher Aide's immediate supervisor) which is damaged or destroyed in the discharge of the Certified Teaching Assistant and Teacher Aide's duty up to a limit of \$100.00 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 Certified Teaching Assistants and Teacher Aides of continued employment will be made by the immediate supervisor by June 15th of each year.

- B. Notification of Next Year's Assignment and Hours - Notification of Certified Teaching Assistants and Teacher Aides of their assignments and hours for the following year, will be made by no later than two days prior to the last day of school in the preceding year, with the understanding that any such notification is tentative and subject to change due to various factors that affect the School District's staffing decisions such as, but not limited to, resignations, enrollment changes and the like. The District will not post Certified Teaching Assistants and Teacher Aides vacancies between June 1st and the last day of school.
- C. Notice of vacancies and new positions in the Unit shall be posted in each of the school buildings and on the School District's website. A hard copy of such notice shall be sent to the President of the YCT and a copy e-mailed to the Unit Vice-President (YCT-CTA/TA Chapter President) and to the person in each school designated by the YCT-CTA/TA. During the summer, such notice shall be mailed to the YCT President and YCT CTA/TA Chapter President.

**ARTICLE VII
LAYOFF AND RECALL**

- A. In the event of a layoff, full-time teaching assistants shall be subject to layoff and recall in accordance with the provisions of Section 3013 of the Education Law.
- B. All other unit members not covered by Section 3013 shall be laid off in their job titles in the reverse order of seniority. If positions re-open in their job titles, unit members shall be recalled in order of seniority. In addition, teaching assistants shall be entitled to bump less senior teaching assistants or teacher aides, and shall be entitled to be recalled to either a teacher aide or a teaching assistant position.
- C. If a unit member is recalled to a position, the hours of which are less than half of his or her previous hours of work, he or she may refuse the position and remain in his or her place on the recall list.
- D. For the purposes of recall, seniority shall mean total unit-wide seniority. A resignation shall be deemed a break in service. A recalled unit member shall retain previously accrued seniority.
- E. This Article shall not apply to any dismissal of a unit member other than by reason of layoff resulting from the elimination of hours or positions.

**ARTICLE VIII
SICK LEAVE**

- A. Certified Teaching Assistants and Teacher Aides shall be entitled to six sick leave days during each of the first three years of employment. Commencing with the fourth year of employment, Certified Teaching Assistants and Teacher Aides shall be entitled to twelve sick leave days in each school year. However, Certified Teaching Assistants and Teacher Aides hired on or before January 1, 1999 shall be entitled to twelve sick leave days in each year of their employment. Each Certified Teaching Assistant and Teacher Aide may accumulate a maximum of eighty sick leave days.

- B. Up to two sick leave days each year may be used for religious observance on days when the religion of the Certified Teaching Assistant and Teacher Aide requires that he or she abstain from work.

- C. There shall be a sick bank for the personal use of Certified Teaching Assistants and Teacher Aides with three or more years of employment who have exhausted their personal sick leave accumulation and who are suffering a long-term medical catastrophe. Paid sick hours will be granted to eligible Certified Teaching Assistants and Teacher Aides out of the bank up to 500 such hours a year for the entire bargaining unit per school year, subject to a per person maximum of 180 hours per school year, except that if less than the total hours have been granted by June 30th of each year, and the YCT-CTA/TA so recommends, the Superintendent may grant additional hours in a special case up to the bargaining unit limit.

In addition, the Board shall match the voluntary contribution of hours by YCT-CTA/TA members (up to 100 hours) to increase the total number of hours of the sick bank each year to a maximum of 200 additional hours. (100 hours members' contribution + 100 hours Board contribution = 200 hours total).

**ARTICLE IX
TEMPORARY LEAVES OF ABSENCE**

- A. Personal Leave - Each Certified Teaching Assistant and Teacher Aide is allowed one day per year with pay for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Certified Teaching Assistants and Teacher Aides requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Assistant Superintendent. Notice of such leave must be made at least 24 hours in advance, except in emergencies. If the personal leave day is not used it will accumulate as a sick leave day.

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

- B. Bereavement Leave - Up to five working days of absence with pay will be allowed for each death in the immediate family of the Certified Teaching Assistant and Teacher Aide or of his or her spouse. "Immediate Family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren or anyone living in the Certified Teaching Assistant and Teacher Aide's household.
- C. Jury Duty - Leave for jury duty with pay shall be granted to the Certified Teaching Assistant and Teacher Aide provided that he or she remits to the District an amount equal to the amount he or she receives for such jury duty, excluding mileage. However, if the amount of jury pay is higher than the amount the Certified Teaching Assistant and Teacher Aide would receive as wages he or she may keep the jury pay and waive payment of his or her wages.
- D. Effective September 1, 1994, at the discretion of the Superintendent or his designee, up to five days of per diem leave may be used for geriatric care for members of the immediate family. Effective September 1, 1996, this will be increased to ten days. "Immediate Family" for this purpose shall mean mother, father, grandparents, or an elderly person living in the Certified Teaching Assistant and Teacher Aide's home. The first three continuous days of such a leave shall be automatically granted.

ARTICLE X EXTENDED LEAVES OF ABSENCE

- A. Parental Leave - Parental Leave of up to two years will be granted without pay or increment. Adoption of a child two years of age or under shall constitute grounds for requesting leave under this Section. Parental leave shall be associated with birth or adoption of a child. A Certified Teaching Assistant and Teacher Aide returning from parental leave must do so at the beginning of a school year except at the discretion of the Board or except if an appropriate vacancy exists during a school year. A Certified Teaching Assistant and Teacher Aide on parental leave must make known to the Administration by March 1st of the preceding school year his or her intention to return.
- B. Restoration of Health - A Certified Teaching Assistant and Teacher Aide 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 Certified Teaching Assistant and Teacher Aide on such leave must make known to the Administration by March 1st of the preceding school year his or her intention to return.

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

**ARTICLE XI
RETIREMENT SYSTEM AND SECTION 41j OPTION**

Teacher Aides covered by this Agreement are entitled to participate in Pension Plan 75-1 of the New York State Employees Retirement System and shall also be entitled to the benefit of Section 41j of the Retirement and Social Security Law.

**ARTICLE XII
WELFARE INSURANCE FUND**

- A. The Board will contribute \$975.00 in 2005-2006, \$1,050.00 in 2006-2007, and \$1,125.00 in 2007-2008 and \$1,200.00 in 2008-2009 per Certified Teaching Assistant and Teacher Aide to the YCT Welfare Insurance Fund.
- B. Certified Teaching Assistants and Teacher Aides - YCT members are eligible to participate in the health insurance programs offered by the District to other employees. Members must pay 50% of the individual policy premium and 65% of the family policy premium.

**ARTICLE XIII
INFORMATION TO CERTIFIED TEACHING ASSISTANTS
AND TEACHER AIDES**

Information will be made available to Certified Teaching Assistants and Teacher Aides, when possible, on matters which affect their employment, i.e.: mandatory health plans, regulations from the State Education Department.

**ARTICLE XIV
CERTIFIED TEACHING ASSISTANTS AND
TEACHER AIDES FILES**

- A. Upon written request, each Certified Teaching Assistant and Teacher Aide 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 Certified Teaching Assistant and Teacher Aide's request, a representative of the CTA/TA-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 Certified

Teaching Assistant and Teacher Aide to make photocopies of such contents and records as concern his or her work or himself or herself.

- B. A Certified Teaching Assistant and Teacher Aide shall have the right to answer in writing any complaints filed in his or her personnel file, and his or her answer shall be attached to the complaint and reviewed by the Superintendent. He or she shall be notified with respect to any complaint that is to be filed in his or her personnel file.
- C. Each Certified Teaching Assistant and Teacher Aide 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 Certified Teaching Assistant and Teacher Aide's file without he or she receiving a copy of said material.
- D. The only evaluation reports of a unit member's performance that may be placed in his or her personnel file are those that have been signed by an appropriate administrator.

ARTICLE XV TRAVEL ALLOWANCE

If a Certified Teaching Assistant and Teacher Aide is required to travel between schools he or she shall be paid a travel allowance per mile at the rate then prevailing in the District for other employees.

ARTICLE XVI SPECIAL NEEDS DUTIES

Certified Teaching Assistants (CTA) and Teacher Aides (TA) who may be expected to perform personal hygiene responsibilities - example: toileting, changing diapers or sanitary napkins, for particular special needs children, shall be advised upon hire, where applicable, and otherwise prior to being assigned such responsibilities.

If the designated CTA or TA is absent or otherwise unavailable, then such personal hygiene responsibilities may be handled by any other CTA or TA who has been previously identified/notified by the District to handle such responsibilities for those special needs children previously identified. Personal hygiene issues of other students shall be performed by the school health office.

The annual stipend for performing such personal hygiene duties shall be \$250.00, which amount shall be added to the member's bi-weekly salary.

**ARTICLE XVII
HEALTH AND SAFETY TRAINING**

At the beginning of each school year, unit members shall receive training in health and safety measures regarding blood-borne pathogens and bodily fluid exposures.

**ARTICLE XVIII
PROFESSIONAL IMPROVEMENT PROGRAM**

Certified Teaching Assistants and Teacher Aides may participate in the Professional Improvement Program established pursuant to Article XVIII of the agreement between the Board and the YCT. For the purpose of the agreement between the Board and the YCT. For the purpose of providing CTA/TA training, the Board will contribute \$5,000.00 annually to the program. Procedures set forth in Article XVIII shall apply. The YCT-CTA/TA shall designate a CTA or TA to sit as a member of the Professional Improvement Committee. Such member may vote only on proposals involving Certified Teaching Assistants and Teacher Aides.

**ARTICLE XIX
TIME FOR ATTENDING UNION WORKSHOPS AND
RELEASE TIME FOR CERTIFIED TEACHING ASSISTANTS AND
TEACHER AIDES CHAPTER VICE PRESIDENT**

A total of six days or the equivalent of 42 hours without loss of pay in each school year may be used, upon at least 24 hours written notice of each such day to the Assistant Superintendent, for the Vice-President or a member of the YCT Certified Teaching Assistants and Teacher Aides Chapter to attend NYSUT and/or AFT Workshops. Release time can be taken in days or hours. YCT Vice President for the Certified Teaching Assistants/Teacher Aides Chapter shall be released one teaching period each day to attend to Certified Teaching Assistants/Teacher Aides employment issues.

**ARTICLE XX
DUES DEDUCTIONS**

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

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

The pay deduction form is annexed hereto.

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

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

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

**ARTICLE XXI
DURATION OF AGREEMENT**

This is a closed four-year contract without reopeners which constitutes the complete and full agreement between the Board and the YCT-CTA/TA and which shall be retroactive to September 1, 2005 and shall continue in effect through August 31, 2009.

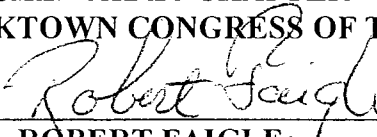
DATED: Yorktown Heights, New York
November 28, 2006

**BOARD OF EDUCATION
YORKTOWN CENTRAL SCHOOL
DISTRICT**

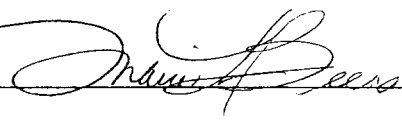
BY: 

**JACKIE CARBONE
PRESIDENT**

**CERTIFIED TEACHING ASSISTANTS
TEACHER AIDES CHAPTER
YORKTOWN CONGRESS OF TEACHERS**

BY: 

**ROBERT FAIGLE
PRESIDENT
YORKTOWN CONGRESS OF
TEACHERS**

BY: 

**VICE-PRESIDENT
CERTIFIED TEACHING ASSISTANTS
TEACHER AIDES CHAPTER
YORKTOWN CONGRESS OF
TEACHERS**

TITLE IX NOTICE

The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to Florence O'Connor, Office of Assistant Superintendent, 2725 Crompond Road, Yorktown Heights, New York 10598, (914) 243-8006.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Please Print:

Social Security Number _____ Building _____

Name _____ First _____ Initial _____
Address _____

TO: BOARD OF EDUCATION OF YORKTOWN CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the CTA/TA 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 CTA/TA of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said CTA/TA of the Yorktown Congress of Teachers dues as certified by said CTA/TA 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 - Certified Teaching Assistants/Teaching Aides Chapter of the Yorktown Congress of Teachers (CTA/TA-YCT)

Please initial designation: _____ CTA/TA-YCT

Employee Signature: _____ Date: _____

