

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, 2019 – AUGUST 31, 2024

Table of Contents

ARTICLE I - Recognition	3
ARTICLE II - Negotiation Procedures for Successor Agreement	3
ARTICLE III - Grievance Procedure	4
ARTICLE IV - Wages	6
ARTICLE V - Reimbursement for Clothing or Other Personal Property	7
ARTICLE VI - Notification of Continued Employment - Notice of Vacancies and New Positions	8
ARTICLE VII - Layoff and Recall	8
ARTICLE VIII - Sick Leave	9
ARTICLE IX - Temporary Leaves of Absence	10
ARTICLE X - Extended Leaves of Absence	11
ARTICLE XI - Retirement System and Section 41j Option	11
ARTICLE XII - Welfare Insurance Fund	12
ARTICLE XIII - Information to Certified Teaching Assistants and Teacher Aides	12
ARTICLE XIV - Certified Teaching Assistants and Teacher Aides Files	13
ARTICLE XV - Travel Allowance	13
ARTICLE XVI - Special Needs Duties	13
ARTICLE XVII - Health and Safety Training	14
ARTICLE XVIII - Professional Improvement Program	14
ARTICLE XIX - Time for Attending Union Workshops and Release Time for Chapter Vice President	14
ARTICLE XX - Dues Deductions	15
ARTICLE XXI - Duration of Agreement	15
TITLE IX Notice	16
Designation and Payroll Deduction Authorization	17

This Agreement is made and entered into on this 17th day of January, 2020, 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.
- 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, 2024, 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, within forty-five (45) days of their occurrence, or they will be deemed waived. All other types of grievances must be filed within forty-five (45) 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 - Wages

- A. Effective September 1, 2019, the unified salary schedules that are attached hereto as Appendix A shall replace the previously existing salary schedules (that were applicable to Certified Teaching Assistants and Teacher Aides hired prior to November 4, 2-15 and those hired on or after November 4, 2015).
- A-1. Each step of the 2019-2020 school year Teacher Aide salary schedule shall be increased by 1.5%, effective September 1, 2020; an additional 2%, effective September 1, 2021; an additional 2.25%, effective September 1, 2022; and an additional 2.5%, effective September 1, 2023.
- A-2. Each step of the 2019-2020 school year Certified Teaching Assistant salary schedule shall be increased by 1.5%, effective September 1, 2020; an additional 2%, effective September 1, 2021; an additional 2.25%, effective September 1, 2022; and an additional 2.25%, effective September 1, 2023.
- B. All Certified Teaching Assistants and Teacher Aides hired prior to the 2019-2020 school year shall be placed on the applicable unified salary schedule as described in the placement matrix contained in Appendix A, effective September 1, 2019. Certified Teaching Assistants and Teacher Aides newly hired for the 2019-2020 school year will be placed on the step of the appropriate salary schedule as determined by the Superintendent of Schools, at an hourly wage rate no less than that at which they were originally hired. Each Certified Teaching Assistant and Teacher Aide who is eligible to advance a step on the applicable salary schedule shall do so, effective September 1, 2020, September 1, 2021, September 2022, and September 1, 2023, respectively.

Unit members who were paid on the top step of their Article IV wage at the end of the school year shall receive a wage increase of \$0.30/hour of the top step for Certified Teaching Assistants and \$0.27/hour of the top step for Teacher Aides effective September 1 of the next school year. This increase shall be recurring from year to year.

- C. 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 or Teacher Aide is hired after on or 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.
- D. 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.
- E. 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. Certified Teaching Assistants and full-time Teacher Aides shall be paid during school delays and early dismissals for the number of hours they would have worked had the school not had a delay or early dismissal. Part-time Teacher Aides shall only be paid for the hours they actually work on days where there is a school delay or early

dismissal. While part-time Teacher Aides do not have to work any hours that are not part of their regularly scheduled work day when there is a school delay or early dismissal, they are encouraged to work their regular number of hours on such days. The building Principal must approve the hours that part-time Teacher Aides will work on school delay or early dismissal days. In the event that an early release causes a part-time Teacher Aide to not be able to work their full hours, then subject to authorization of the building Principal, arrangements can be made to make up the lost time within a one-week period.

- F. To the extent possible, Certified Teaching Assistant and Teacher Aides' paychecks shall be paid twice per month and equalized throughout the school year.
- G. Beginning in the tenth (10th) year of cumulative employment with the District, Certified Teaching Assistants and Teacher Aides shall receive a longevity increment each year as listed below. All longevity increments shall be paid on an annualized basis, that is, paid in equal amounts over all pay periods in the school year.

Beginning Year	Amount
10	\$500.00
15	\$1,275.00
20	\$1,875.00
25	\$2,025.00

- H. 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 or a part thereof, he or she shall be paid at the rate of \$8.00 per hour effective September 1, 2020 and \$8.50 per hour effective September 1, 2022 in addition to his or her regular pay. The building principal shall have the discretion to assign the CTA/TA to regular CTA/TA duties during the teacher's prep and lunch period.

ARTICLE V - Reimbursement for Clothing or Other Personal Property

The Board shall reimburse a 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 for the ensuing school year will be made by the immediate supervisor by no later than June 30th.
- 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.
- C. Notice of vacancies and new positions in the Unit shall be posted on the School District's website. Such notice shall be e-mailed to the President of the YCT, and 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 e-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 certified teaching assistants shall be subject to layoff and recall in accordance with the provisions of Section 3013 of the Education Law.
- B. For the purposes of lay off under Section 3013 of the Education Law and this section, a full-time teaching assistant (CTA) shall be defined as a CTA who was given a probationary appointment as a CTA (regardless of the number of hours worked per day) and/or a CTA who was appointed to work 6 hours or more per day, regardless of whether given a probationary appointment or not (A CTA who was appointed to work 6 hours or more and who the District involuntarily reduced to less than 6 hours per day shall still be deemed full-time under this provision). A part-time teaching assistant (CTA) shall be defined as a CTA who was appointed to work less than 6 hours per day and was not given a probationary appointment, and whose hours were never increased by Board resolution, to 6 or more hours per day.
- C. For purposes of layoff under Section 3013 of the Education Law and this section, the District shall lay-off teaching assistants in the following order: the District shall first lay off all part-time teaching assistants (CTA's) - in the reverse order of seniority - by date of appointment as a CTA in the District - regardless of the number of hours worked per day. After all part-time employees have been laid off, the District shall lay off full-time CTA's in the reverse order of seniority.
- D. In the event of a tie for seniority for lay-off of Teaching Assistants under Section 3013 of the Education Law and this section - the District shall use total unit-wide seniority as a tie-breaker, (the teaching assistant who was appointed first as a Teacher Aide - regardless of the number of hours worked per day - shall be deemed the most senior). If the above does not break the tie, then the District shall use as a tie-breaker - order of appearance of names in a single resolution or on a consent agenda (e.g.: where all the personnel items are voted upon in a single motion) to a teaching assistant position as set forth in the Board of Education minutes.

- E. In addition to having layoff and recall rights as described in Paragraph "C" above, a Teaching Assistant shall be entitled to "bump" a less senior teacher aide and shall be entitled to be recalled to either a teaching assistant or a teacher aide position that becomes available in the District. For purposes of determining seniority under this section, total unit-wide seniority shall be used. (Example: A teacher aide who was given a probationary appointment as a teacher aide in 1990 and who was later given a probationary appointment as a teaching assistant in 2003, shall have 19 years total unit-wide seniority in 2009). A Teaching Assistant who is recalled to and accepts a Teacher Aide position shall still be eligible for recall to any Teaching Assistant position that later becomes available for the statutory period as set forth in Section 3013 of the Education Law. In the event that a CTA who has accepted a Teacher Aide position and is later recalled to a teaching assistant position is forced to resign her teacher aide position in order to accept the teaching assistant position, she shall retain all previous District seniority within each title.

Teacher Aides

- F. In the event of a lay-off, Teacher Aides shall be laid off in the reverse order of seniority. If positions re-open in their job titles, unit members shall be recalled in order of seniority. For purposes of recall, seniority shall mean total unit-wide seniority, which shall be determined by the date of their original appointment to their teacher aide position, regardless of the number of hours worked per day.

General Provisions

- G. A recalled unit member shall retain previously attained seniority. A resignation shall be deemed a break in service.
- H. 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 ten (10) sick leave days in each school year. Each Certified Teaching Assistant and Teacher Aide may accumulate a maximum of 225 sick leave days. Unused sick days over the prior maximum level will not be counted towards the new maximum.
- B. 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 shall be allowed to use three personal leave days per year for personal but unstated reasons, such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. 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 Superintendent of Schools. Personal leave may not be used adjacent to a holiday period. A holiday is defined as any closure of schools for two or more consecutive school days, excluding weekends and unplanned emergency closures; members may apply to the Superintendent for consideration of extenuating circumstances. Notice of such leave must be made at least 24 hours in advance, except in emergencies. Personal leave days for Certified Teaching Assistants and Teacher Aides hired for less than a school year will be prorated on a monthly basis. If the personal leave days permitted by this paragraph are not used, they will accumulate as a sick leave day.

In addition to paid personal leave as described above, each unit member shall be entitled to use one day without pay for personal leave each year, with reasons stated, provided that the reason is for personal business that conflicts in time with the hours of the employee's work day. Application for such additional unpaid personal leave day must be made at least 48 hours in advance, except in emergencies. The decision whether or not to grant the request shall be the sole discretion of the Superintendent or the Superintendent's 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 and spouse's immediate family, 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 upon presentation of the jury summons to the Human Resources Office, provided that the Certified Teaching Assistant or Teacher Aide remits to the District any amount of money that he or she receives for such jury duty, excluding mileage and meal allowances. However, if the amount of jury duty 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. Family Sick - Up to ten days of sick leave per year may be used to care for members of the employee's immediate family, as defined in Section B above.

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. Teaching Assistants covered by this Agreement shall be entitled to participate in the New York State Teachers Retirement System.

ARTICLE XII – Health Insurance and Welfare Insurance Fund

- A. The Board will make a contribution for each CTA/TA to the Welfare Fund as follows:

School Year	Amount
2019-2020 School Year	\$1,400 per CTA and TA
2020-2021 School Year	\$1,500 per CTA and TA
2021-2022 School Year	\$1,550 per CTA and TA
2022-2023 School Year	\$1,600 per CTA and TA
2023-2024 School Year	\$1,600 per CTA and TA

- B. Certified Teaching Assistants and Teacher Aides are eligible to participate in the health insurance program offered by the District to other employees. Effective September 1, 2019, Certified Teaching Assistants and Teacher Aides must pay 45% of the individual premium and 60% of the two-person or family premium cost.

In addition, Certified Teaching Assistants and Teacher Aides who are enrolled in the District's health insurance program as of January 15, 2020 shall receive a health insurance credit in the amount equal to 5% of the cost of the health insurance premiums for the coverage selected by the unit member, effective commencing September 1, 2020. This credit shall reduce eligible employees' contribution towards health insurance premiums through a payroll deduction. For new entrants in the District's health insurance plan, the health insurance credit set forth above shall be applicable for the following school year, so long as the employee is enrolled in the District's health insurance program as of January 1, of the then-current year. For example, if an employee enrolls in the District's health insurance plan effective during the month of December 2020, he/she shall be eligible for the 5% health insurance credit effective commencing September 1, 2021. This provision, providing for a 5% health insurance premium credit for unit members enrolled in the District's health insurance program pursuant to the terms set forth above, shall sunset, becoming null and void in all regard, effective close of business on August 31, 2024.

- C. Unit members who have been employed for at least 20 years in the District and who retire shall contribute the following amounts towards health insurance coverage in the District's Health Plan: 50% of the individual premium cost/65% of the family premium cost.

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.

The forms for the evaluation of teaching assistants and teacher aides shall be developed by the District, in consultation with the YCT.

- 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 or 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

- A. 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 **\$500.00**, which amount shall be added to the member's bi-weekly wage.

- B. When it is determined, at the sole discretion of the District, that there is a need for a Certified Teaching Assistant within an 8:1:2 class, where Applied Behavioral Analysis is a major instructional component, said Certified Teaching Assistant shall receive a stipend in the amount of \$500 in consideration for completing 8 hours of professional development. Said professional development shall be specialized training that is necessary to perform the required therapeutic supports, including, but not limited to, de-escalation techniques, data collection, data analysis, task analysis and behavior techniques. To the extent that training beyond eight hours is provided by the District that takes place outside of the contractual workday, Certified Teaching Assistants shall be paid at their respective hourly rates of pay.

Reasonable efforts will be made for training in classrooms with primarily an ABA focus to be facilitated by a certified professional, accredited organization, or a district employee who has been trained by a certified professional or an accredited organization.

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. The agreement between the Board and the YCT is for the purpose of providing CTA/TA training and 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 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 Curriculum and Instruction, 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

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.

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 five-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, 2019 and shall continue in effect through August 31, 2024.


DATED: _____, 2020


**Yorktown Central School District
Yorktown Heights, NY**

**Certified Teaching Assistants/Teacher Aides
Chapter of Yorktown Congress of Teachers**

BY: 
**Jackie Carbone
Board of Education President**

BY: 
**Sean Kennedy
YCT President**

BY: 
**Dr. Ronald Hattar
Superintendent of Schools**

BY: 
**Ellen Conn
Vice President, YCT Certified Teaching
Assistants/Teacher Aides Chapter**

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 Assistant Superintendent, Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, (914) 243-8006.

Designation and Payroll Deduction Authorization

Please Print:

Social Security Number _____

Building _____

Name _____

First Last

Last Name

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 wage 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:

APPENDIX A

Unified Schedule CTA September 1, 2019					
Step	Hold Harmless 2019-2020	1.50% 2020-2021	2.00% 2021-2022	2.25% 2022-2023	2.25% 2023-2024
1	\$15.50	\$15.73	\$16.04	\$16.40	\$16.77
2	\$16.30	\$16.54	\$16.87	\$17.25	\$17.64
3	\$17.10	\$17.36	\$17.71	\$18.11	\$18.52
4	\$17.90	\$18.17	\$18.53	\$18.95	\$19.38
5	\$18.70	\$18.98	\$19.36	\$19.80	\$20.25
6	\$19.50	\$19.79	\$20.19	\$20.64	\$21.10
7	\$20.30	\$20.60	\$21.01	\$21.48	\$21.96
8	\$21.10	\$21.42	\$21.85	\$22.34	\$22.84
9	\$21.90	\$22.23	\$22.67	\$23.18	\$23.70
10	\$22.70	\$23.04	\$23.50	\$24.03	\$24.57
11	\$23.50	\$23.85	\$24.33	\$24.88	\$25.44
12	\$24.30	\$24.66	\$25.15	\$25.72	\$26.30
13	\$25.10	\$25.48	\$25.99	\$26.57	\$27.17
14	\$25.90	\$26.29	\$26.82	\$27.42	\$28.04
15	\$26.70	\$27.10	\$27.64	\$28.26	\$28.90
16	\$27.50	\$27.91	\$28.47	\$29.11	\$29.76

Post 11/4/2015 CTAs	
HOLD HARMLESS STEP KEY	
2018 -2019	2019 -2020
1	1
2	1
3	3
4	5
5	6
6	8
7	9
8	11
9	12
10	14
11	16
12	16
13	
14	
15	
16	

Pre 11/4/2015 CTAs	
HOLD HARMLESS STEP KEY	
2018 -2019	2019 -2020
1	1
2	1
3	3
4	5
5	8
6	10
7	13
8	13
9	14
10	14
11	15
12	15
13	
14	
15	
16	

Unified Schedule TA September 1, 2019					
Step	Hold Harmless 2019-2020	1.50% 2020-2021	2.00% 2021-2022	2.25% 2022-2023	2.50% 2023-2024
1	\$15.00	\$15.23	\$15.53	\$15.88	\$16.28
2	\$16.18	\$16.42	\$16.75	\$17.13	\$17.56
3	\$16.86	\$17.11	\$17.45	\$17.84	\$18.29
4	\$17.54	\$17.80	\$18.16	\$18.57	\$19.03
5	\$18.22	\$18.49	\$18.86	\$19.28	\$19.76
6	\$18.90	\$19.18	\$19.56	\$20.00	\$20.50
7	\$19.58	\$19.87	\$20.27	\$20.73	\$21.25
8	\$20.26	\$20.56	\$20.97	\$21.44	\$21.98
9	\$20.95	\$21.26	\$21.69	\$22.18	\$22.74
10	\$21.63	\$21.95	\$22.39	\$22.89	\$23.46
11	\$22.31	\$22.64	\$23.09	\$23.61	\$24.20
12	\$22.99	\$23.33	\$23.80	\$24.34	\$24.95
13	\$23.67	\$24.03	\$24.51	\$25.06	\$25.69
14	\$24.35	\$24.72	\$25.21	\$25.78	\$26.43
15	\$25.03	\$25.41	\$25.92	\$26.50	\$27.16
16	\$25.71	\$26.10	\$26.62	\$27.22	\$27.90

Post 11/4/2015 TAs	
HOLD HARMLESS STEP KEY	
2018 -2019	2019 -2020
1	1
2	1
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Pre 11/4/2015 TAs	
HOLD HARMLESS STEP KEY	
2018 -2019	2019 -2020
1	1
2	1
3	2
4	4
5	7
6	10
7	13
8	14
9	14
10	15
11	15
12	15
13	
14	
15	
16	