COLLECTIVE BARGAINING AGREEMENT

For Teacher's Aides and Assistants

Between

Federation Of Catholic Teachers

And

Association of Catholic Schools

CONTRACT

This Agreement is entered into on the __ day of May 2025, by and between the FEDERATION OF CATHOLIC TEACHERS (sometimes referred to as the "Union"), representing all Teacher's Aides and Teacher's Assistants currently employed in the member schools of the Association of Catholic Schools and the ASSOCIATION OF CATHOLIC SCHOOLS (sometimes referred to as the "Association").

WITNESSETH.

WHEREAS, the Union and the Association recognize and declare that providing a quality education for the children who attend member schools is their mutual aim; and

WHEREAS, the Union recognizes the non-profit nature of the Association and its member schools, that it is largely a non-tax supported school system, primarily dependent upon tuitions and free will offerings of the people and that, accordingly, it is not comparable in its funding to a tax supported system; and

WHEREAS, the Union recognizes the uniqueness of the Association and its member schools in that they are Roman Catholic schools committed to providing exemplary academic education that integrates Catholic teachings and to supporting parents who have chosen Catholic education for the formation of their children in the faith; and

WHEREAS, the Employer recognizes the importance of Teacher's Aides and Assistants employed by the member schools and covered by this Agreement as valued members of the educational team whose contributions to the educational policies and programs are essential to the success of the system; and

WHEREAS, the Employer particularly recognizes the commitment of long-term Teacher's Aides and Assistants to the system; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

A. On July 1, 2024, the Association agreed to voluntarily recognize the Union as the exclusive representative, for the purposes of collective bargaining, of all full-time and regular part-time teacher's aides and teacher's assistants employed in the member schools of the Association listed in the annexed Appendix "A," but excluding priests, religious, supervisors, and all other employees of the member schools.

B. The Employer acknowledges that teacher's aides and assistants are a valued part of the educational team.

C. The term "Employer" shall refer to the parish corporations, regional corporations and non-parish schools that are members of the Association, their Pastors, Boards of Trustees and officially designated representatives, such as Principals.

D. The term "member school" shall include all schools whether parish-based, regionally-based and/or non-parish-based that are members of the Association. In the case of regionally-based schools, each school within the Regional Employer shall be deemed a "member school" for purposes of this Agreement.

E. The terms "Superintendent" or "Superintendent of Schools" shall refer to the Superintendent of Schools for the Archdiocese of New York or his/her duly authorized representative.

ARTICLE 2
STATEMENTS OF POLICY

A. The Superintendent and the Employer have the inherent and sole right to administer the member schools of the Association.

B. The Superintendent and the Employer reserve all rights to administer the member schools of the Association except those rights specifically yielded by the terms and conditions of this Agreement.

C. The Superintendent and the Employer reserve all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the specific terms and conditions of this Agreement.

ARTICLE 3
MATTERS NOT CONTAINED IN THE AGREEMENT

A. The parties to this Agreement stipulate that all items presented for negotiations have been discussed during the negotiations leading to this Agreement, and therefore, agree that throughout the period of time prior to reopening of negotiations as provided for herein below, negotiations will not be reopened on any item whether contained herein or not, and whether discussed during negotiations or not.

B. 1. The Association agrees to meet and discuss with the Union on a substantive change in working conditions contemplated by the Association which is a proper subject of collective bargaining and which affects all teacher's aides or assistants in the member schools on an Association-wide basis prior to the implementation of said changes.

2. Normal educational, administrative and other directives and bulletins issued by the Office of the Superintendent of Schools and other appropriate offices not in conflict with the express terms and conditions of this Agreement are specifically excluded from this Section.

ARTICLE 4
PAST PRACTICES

Except as specifically provided to the contrary herein, all previous agreements between a member school and the Union and/or a Teacher's Aide or Assistant shall be superseded by this Agreement.

ARTICLE 5
GRIEVANCE PROCESS

A. It is the declared intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis and the specific limitation of this section to alleged violations of express terms and conditions of this Agreement is not intended to preclude discussion between the Union and the Association at each level on matters of mutual concern.

B. Should there be an unresolved allegation of a violation of an express obligation under a term or condition of this Agreement, the complaining party shall submit to the other party a written statement describing said violation and citing the section of this Agreement by Article Number or Title Heading, which expressly contains the term or condition alleged to be violated. Such written statement shall be delivered within thirty (30) days of the act or condition giving rise to such alleged grievance, or the complaining party becoming aware of such act or condition, whichever is later. The grievance will be deemed waived, and the complaining party will be barred from filing a grievance unless the written statement is submitted to the other party within the above time frames. For purposes of this provision, the Union shall be deemed to have become aware of the act or condition at such time as the grieving teacher's aide or assistant knew or should have known of such condition. Where the Association is the grievant on behalf of a school, it will be deemed to have known of such act or condition at such time as the Pastor, Principal or Board of Trustees of the school knew or should have known of said act or condition. In no event may the grievance be submitted beyond one year after said act or condition occurred.

C. In the event that the alleged grievance by an individual teacher's aide or assistant or the Union involves a single school, the written statement shall be submitted to the Principal of the subject school and a copy shall be provided to Superintendent of Schools and/or his/her designee. If a grievance is made by the Association, it shall be submitted to the President of the Union. In all other cases, the written statement shall be submitted to the Superintendent of Schools and the Union President, as the case may be.

D. The submission of the written statement to the opposing party shall be deemed to be complete upon its delivery by email, fax, or three days after its deposit into a depository for first class mail maintained by the United States Post Office.

E. In the event that discussions to resolve the alleged grievance fail, the matter may, within 5 business days, be submitted by the Union to the Superintendent of Schools for final review and determination. The decision of the Superintendent of Schools shall be final and binding upon all parties.

ARTICLE 6
ANNUAL AGREEMENT OF EMPLOYMENT

A. To the extent practicable, an Employer who determines to hire a full-time or part-time teacher's aide or assistant for the first time shall provide said full-time or part-time teacher's aide or assistant with a copy of the contract in effect between the Union and the Association before said teacher's aide or assistant signs the Annual Agreement of Employment attached hereto as Exhibit A.

B. Where a full-time or part-time teacher's aide and assistant and an Employer mutually agree to renew the teacher's aides and assistants Annual Agreement of Employment for the following school year, the Employer shall offer said Annual agreement of Employment on or before July 1st. The teacher's aide and assistant accept such offer on or before July 15th.

C. Registration for UPK does not typically begin until the summer with some registration in counties outside NYC taking place later in the school year. While projections can be made based on historical trends, it is understood that some teacher's aides and assistants may not receive contracts on July 1 and would be laid off. These teacher's aides and assistants shall be rehired rather than a new teacher's aide or assistant if and when enrollment numbers stabilize or increase.

D. A teacher's aide or assistant who is not returning to his/her teaching assignment for the following school year must notify his/her Employer in writing not later than the preceding July 15th.

E. An Employer who determines not to renew a teacher's aide or assistant Annual Agreement of Employment for the following school year shall notify said teacher's aide or assistant in writing not later than the preceding July 1st.

F. The Employer shall provide to the Federation of Catholic Teachers on or before October 30th of each school year the names, addresses and, upon authorization of the teacher's aides and assistants, home phone numbers, grades and e-mail addresses of teacher's aides and assistants covered by this Agreement. The school will use a mutually agreeable

format. The Association shall use its best efforts to ensure Employer compliance with this provision. In addition, the Employer shall submit to the Union a supplemental list by February 1st of each school year, listing the names with the same information required above for any teacher's aides and assistants covered by this Agreement and newly hired after the submission of the November 1st mailing.

G. Each Employer shall provide to the Union by September 1st a copy of all Annual Agreements of Employment entered into by the preceding July 15th for the following school year. Copies of any Annual Agreements of Employment entered into after July 15th and not provided to the Union by the Employer by September 1st shall be provided to the Union within five days of the teacher's aides and assistants acceptance of the Annual Agreement of Employment.

H. Superintendent of Schools or his/her representative shall provide electronically, if practicable to the Union by no later than October 1 of each school year a copy of Lunch Break Schedule for each member school (Exhibit B).

ARTICLE 7
JOB SECURITY

A. Performance Evaluation

1. Each member of the bargaining unit shall be evaluated at least once a year by an administrator.

2. The teacher's aide or assistant shall receive a copy of the written evaluation report within 10 days after said evaluation together with a notice advising the teacher's aide or assistant of his/her right to request within 5 school days after his/her receipt of the report, a post-evaluation conference. There shall be no additional evaluation at the request of the employer or its representative if the employer or its representative does not meet with the teacher's aide or assistant in 10 school days.

3. The member shall sign the evaluation report to indicate only that he or she has read it. If the member refuses or neglects to sign within 10 school days after receipt or within 10 school days after the conference, if one is requested, the report may be placed in the member's personnel file without signature.

4. The member may attach a rebuttal to the evaluation report. Such attachment must be made within ten (10) school days after receipt of the report or within ten (10) school days after the conference if one is requested. The School agreed to maintain the rebuttal in the file with the evaluation as long as the evaluation is maintained in the file.

B. Performance Improvement Plan

In the event a member of the bargaining unit receives and unsatisfactory evaluation, he/she shall meet with the Employer or its representative to review his/her performance. A plan for improvement shall be developed. The Employer or its representative and the member of the bargaining unit shall meet as needed to assess progress.

C. Seniority

1. Each Employer specifically retains the right to close or consolidate its operations and to layoff or terminate the employment of teacher's aides and assistants covered by this Agreement due to the elimination of positions resulting therefrom, or for any other reason not in conflict with the express terms and conditions of this Agreement.

2. Teacher's aides and assistants with less than 5 years in the same member school, including all certified degree and non-degreed teacher's aides and assistants, shall be first to be downsized. There is no distinction among teacher's aides and assistants with less than 5 years in the same member school with respect to years of service.

3. Non-degreed/non-certified teacher's aides and assistants with 5 or more years in the same member school are next in order of teacher's aides and assistants to be downsized.

4. Degreed/certified teacher's aides and assistants with 5 or more years in the same member school are next in order of teacher's aides and assistants to be downsized. Teacher's aides and assistants to be downsized must be downsized by seniority by years in the same member school.

5. Separate placement lists for downsized full-time teacher's aides and assistants and part-time teacher's aides and assistants will be developed by the Superintendent of Schools or his/her representative. These placement lists will be sent to all member schools and member schools will be strongly encouraged to employ these teacher's aides and assistants.

ARTICLE 8
DEFINITION OF SCHOOL DAY AND SCHOOL YEAR

A. Full-time and part-time teacher's aides and assistants shall be present and available in the member school according to their designated time for arrival and departure.

B. Teacher's aides and assistants who are working a full day shall receive a minimum of a thirty-minute duty-free lunch period during each normal school day. Where practicable, each member school shall schedule a forty-five minute duty-free lunch period during each normal school day.

C. It is expressly understood that the 30 or 45-minute lunch provided by the member school must be child-free time. That is, any time spent by the teacher's aide or assistant in taking his/her class to the lunchroom or retrieving them afterward cannot be any part of the 30 or 45-minute lunch period provided by the school under this Article.

ARTICLE 9
PARTICIPATION IN SCHOOL FUNCTIONS

When a teacher's aide or assistant is required by a member school to attend a school function outside of his/her regular schedule, he/she shall be compensated for time at such school function at his/her regular rate of pay. To be eligible for such compensation, the requirement to attend such function must be in writing from the School Principal.

ARTICLE 10
COVERAGES

If a teacher's aide or assistant is required to take on the duties of lead teacher in his/her own class or substitute as the teacher for another grade level/subject, the teacher's aide or assistant shall be compensated at the higher of the substitute teacher rate or his/her regular rate of pay.

ARTICLE 11
LEAVES

A. Teacher's aides and assistants shall be entitled to the following leave provisions:

1. **Paid Time Off**

A full-time and part-time teacher's aides and assistants shall be granted paid sick leave in accordance with the New York City and New York State Paid Sick Leave laws and subject to the rules and regulations of each applicable law.

2. **Leave for Child Related Illness**

a) A teacher's aide or assistant who contracts mumps, measles, chicken pox, pink eye or lice shall be granted up to three days of leave with pay and such leave shall not be considered as "Paid Time Off" as provided for hereinabove in Section ''A.l."

b) In order to be granted said leave, a teacher's aide or assistant may be required, at the discretion of the Principal, to provide medical documentation in support of his/her claim regarding such child related illness.

3. **Occupational Injury**

a) Should a teacher's aide or assistant, acting within the scope of his/her duties, suffer an injury directly related to his/her conduct as a teacher's aide or assistant and be directed by a physician to remain away from his/her teacher's aide or assistant duties due to such injury, he/she shall be granted up to three (3) days of leave with pay for such absence and such leave shall not be considered "Paid Time Off" as provided for hereinabove in Section "A.l."

b) In order to be granted said leave, a teacher's aide or assistant may be required, at the discretion of the Principal, to provide medical documentation in support of his/her claim that such leave was due to said injury and said injury caused him/her to remain away from his/her teacher's aide or assistant duties.

4. **Bereavement Leave** For purposed of attending a funeral, teacher's aides and assistants shall be granted up to three (3) consecutive days of "bereavement leave" with pay upon the death of any of the following: spouse; child; sibling; parent; parent-in-law; brother-in-law; sister-in-law; grandchild; grandparent; and grandparent-in-law. .

5. **Military Leave** A teacher's aide or assistant may request and shall be granted a leave of absence for reasons of military service in accordance with the applicable public law.

6. **Pregnancy Maternity Leave** A teacher's aide or assistant may request and shall be granted a leave of absence for pregnancy disability and maternity leave for the period of time she is covered under NYS Short-Term Disability Leave and Federal Family and Medical Leave Act/NYS Paid Family Leave Law

a) During the actual disability period only, the teacher's aide and assistant may either be paid fully from her PTO if she has an adequate number of days to cover the disability period, or receive short-term disability payments pursuant to that insurance policy if eligible, or some combination thereof. As soon as the disability period ends, the school's obligation to pay PTO also ends. If a teacher's aide or assistant chooses to be paid PTO during this period, the school is entitled to collect the disability payments that would otherwise be available to her.

b) Consistent with Article 14, Section A.2, a teacher's aide or assistant on a pregnancy maternity leave shall have her health insurance continued at the school expense, less her customary payroll contribution, for the first three (3) months of the leave.

7. **Adoption Maternity/Paternity Leave**

A teacher's aide or assistant shall, upon written request, be granted a leave of absence without pay for a period of up to three (3) months, effective as of the date of the teacher's aide or assistant legally adopts a child, and/or the birth of a child by the teacher's aide or assistant's spouse according to the following conditions:

a) The teacher's aide or assistant informs the member school of his/her intention to adopt a child as soon as the decision to do so is made, and no later than the date that the adoption application is formally submitted. In the case of a birth of a child by the teacher's aide or assistant's spouse, the teacher's aide or assistant shall inform the member school of his intention to take a leave as soon as practicable. In determining the effective date of said leave and date of the return from said leave, the teacher's aide or assistant shall, to the extent practicable take into account the needs of the school. Where the teacher's aide or assistant's leave is scheduled to expire during the school year, the teacher's aide or assistant and/or member school shall have the right to extend the leave until the start of the following semester or school year.

b) At the time of said leave the teacher's aide or assistant shall continue to be eligible for coverage under the school's health insurance plan according to Article 14, Section "A.1." for a period of up to twelve (12) weeks. Such entitlement shall continue to be available to the teacher's aide or assistant for the

remainder of the leave at the teacher's aide or assistant option and expense.

c) Upon request of the Employer, the teacher's aide or assistant shall submit documentation concerning the adoption of a child and/or birth of a child.

8. **Family and Medical Leave**

a) A teacher's aide and assistant may apply for and shall be granted an unpaid leave of absence of up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act. In order to be eligible for such leave, a teacher's aide or assistant must have been employed for one year and have worked at least 1250 hours in the prior school year. The member school shall continue to pay its portion of the health insurance premium during an FMLA leave. The requirement that there be fifty (50) or more employees employed by that teacher's aide or assistant's school shall not be applied.

b) Teacher's aides and assistants shall be eligible for paid family leave benefits under the New York State Paid Family Leave law and any regulations promulgated under it.

9. **Jury Duty**

a) A teacher's aide or assistant who is summoned to and reports for jury duty shall be paid by the member school an amount equal to the difference between the amount of wages the teacher's aide or assistant otherwise would have earned by working for the school on that day and the daily jury duty fee paid by the court, for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the school. The school's obligation to pay a teacher's aide or assistant for jury duty is limited to a

maximum of two weeks' pay (covering a maximum of ten (10) school days only) in any one (1) year period. In order to receive payment a teacher's aide or assistant must give the school prior notice that he/she has been summoned for jury duty within twenty-four (24) hours of his/her receiving notice or as soon thereafter as possible. The school shall have the right to require the teacher's aide or assistant to seek to have themselves excused from jury duty during the school year and the teacher's aide or assistant shall cooperate in the school's effort.

b) The teacher's aide or assistant agree that, where possible, when they are on jury duty and are excused for the day before 12 o'clock noon, they will return to their assignments, for the remainder of the school day.

c) Where a teacher's aide or assistant is required to fulfill a jury duty assignment, he/she shall submit to his/her Principal a certificate signed by the Clerk of the Court showing the hours of duty actually assigned in order to be eligible for paid leave during such time.

ARTICLE 12
ATHLETIC AND OTHER
EXTRACURRICULAR ASSIGNMENTS

A. Where athletic and other extracurricular assignments are made available to teacher's aides and assistants, they shall be made available on a voluntary basis.

B. Teacher's aides and assistants who accept athletic and other extracurricular assignments on a paid basis shall be paid according to a mutually agreed stipend.

ARTICLE 13
SALARY AND RELATED PROVISIONS

A. Teacher's aides and assistants shall be paid semi-monthly by the Employer.

B. For the 2025-2026 School Year, effective September 1, 2025, all teacher's aides and assistants paid on an hourly basis shall have their hourly wage rate increased by 2% on their prior hourly rate. Further, effective January 1, 2026, for any teacher's aide or assistant whose hourly wage rate is less than the effective New York State Minimum Wage their hourly rate shall be increased to the effective minimum hourly wage rate. Teacher's aides and assistants paid on a salary basis, shall receive a 2% increase on their prior rate of pay effective September 1, 2025. At all times, the Employer shall comply with the New York State Minimum Wage Law.

C. For the 2026-2027 School Year, effective September 1, 2026, all teacher's aides and assistants paid on an hourly basis shall have their hourly wage rate increased by 2% on their prior hourly rate. Further, effective January 1, 2027, for any teacher's aide or assistant whose hourly wage rate is less than the effective New York State Minimum Wage their hourly rate shall be increased to the effective minimum hourly wage rate. Teacher's aides and assistants paid on a salary basis, shall receive a 2% increase on their prior rate of pay effective September 1, 2026. At all times, the Employer shall comply with the New York State Minimum Wage Law.

D. Provided that the parties have reached a final agreement by no later than May 19, 2025, within 30 days of ratification all full-time teacher's aides and assistants shall receive a one-time ratification bonus of $200 and all part-time teacher's aides and assistants shall receive a one-time ratification bonus of $100. Payment of the ratification bonus shall be paid via the Employers' regular payroll.

ARTICLE 14
BENEFITS

A. 1. *Health Insurance*: Unless otherwise eligible for substantially equivalent coverage under a separate Health Plan, and, upon proper application, each full-time teacher's aide or assistant and part-time teacher's aide or assistant working at least 30 hours per week and his/her dependents shall be eligible for the ADNY Lay Faculty Employee Health Plan (Health Plan made available to all other lay employees of the New York Archdiocese) or substantially equivalent coverage, including prescription drug coverage provided that the teacher's aide or assistant completes all required enrollment materials and in the case of employee contributions, which shall be 10% of the premium cost thereafter, agrees to the deduction of such contribution from his/her paychecks for his/her portion of the premium expense. It is understood and agreed that the out-of-pocket maximum payments shall be capped at $1,000 per plan year.

2. A teacher's aide or assistant in a member school who has been granted a maternity leave of absence, or who is receiving disability insurance benefits pursuant to New York State Disability Insurance law, shall have his/her health and Major Medical insurance coverage continued for up to the first three months of the Maternity or Disability Leave granted pursuant to the provisions of Article 11 ("Leaves") above, or up to his/her date of termination, whichever occurs first. In the case of a teacher's aide or assistant on a disability leave of absence (i.e., who is receiving disability insurance benefits pursuant to New York State Disability Insurance law), he/she shall be eligible to continue his/her health insurance coverage for an additional three months, up to a total of six months. Should said teacher's aide or assistant wish to continue his/her coverage in the above-mentioned plans beyond the period specified above, he/she may do so provided he/she pays to his/her member school, monthly and in advance, the full premium costs and, provided further, he/she is

eligible for such continued coverage according to the terms of said insurance plans

B. *Annuity Plan*: An Annuity Plan, both fixed and variable in form, shall be made available to each full-time teacher's aide and assistant who desires to participate in such plan according to the terms and conditions of said plan.

C. *Pension Plan*: For the term of this Agreement, the member schools of the Association shall, subject to the provisions of the Plan, include all full-time teacher's aides and assistants and part-time teacher's aides and assistants under the Pension Plan of the Archdiocese of New York, subject to all the provisions of such Plan and subject to any change, modification, amendment or discontinuance of such Plan by the Archdiocese of New York.

1. The terms of such Plan are not incorporated herein by reference.

2. Should the Archdiocesan Plan be discontinued, the parties agree to enter into negotiations, on the question of pension only, within thirty days of such discontinuance.

D. 1. *Tuition Assistance for Children*: Teacher's aides and assistants employed in member schools and who have children enrolled in member schools as full-time regular students shall be granted tuition reductions of up to a maximum of $500 per year, per student, subject to the conditions listed below in Sections 2, 3 and 4.

2. Notwithstanding the reductions provided for in Section 1, above, tuition reductions shall not apply to tuition charges offset by financial assistance awarded to a student from any source.

3. The waiver of tuition, in whole or in part, shall only for the period during which the student's parent(s) is employed as a teacher's aide or assistant in a member school, but in no event for a period to exceed four years in a member high school and eight years in a member elementary school plus Kindergarten and Pre-Kindergarten.

Notwithstanding the provisions contained above, tuition reduction arrangements in effect for students enrolled in a member school during the 2024-2025 school year and which are more favorable for the student than the reductions contained in this Section, shall be maintained for the life of the 2024-2025 school year.

E. *Flexible Spending Accounts*: If a member school has a Flexible Spending Account program for its teachers, it shall be made available to teacher's aides and assistants who desire to participate in such a program according to the terms and conditions of said program.

ARTICLE 15
OBLIGATIONS OF TEACHER'S AIDES AND ASSISTANTS, THE UNION, AND THE ASSOCIATION

A. Each teacher's aide and assistant, member school and the Union covered by this Agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies and procedures prescribed by this Agreement.

B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage, or which disrupts the educational process of the member schools in any way, on the part of one or more teacher's aides and assistants or on the part of the Union or its representatives during the life of this Agreement.

C. There shall be no concerted action by teacher's aides and assistants, by the Union or its representatives, or by the Association or its representatives in an effort to alter, enforce or delete any term or condition of this Agreement during the life of this Agreement.

D. There shall be no lockout on the part of the Association during the life of this Agreement.

E. Each teacher's aide and assistant shall have the right to volunteer or not to volunteer for any assignment which is beyond the terms of this Agreement.

F. Demonstrations in connection with the Mass

1. No demonstration may be held from 15 minutes before, during, or until 15 minutes after a Mass is celebrated at St. Patrick's Cathedral or any other church.

2. If a Mass is celebrated for member school staff and students as part of the school's normal day or week, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass shall not apply.

3. Where any member school is the site of a special Mass to which people from outside the immediate school community are invited, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass does apply in such instance.

4. The ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass applies beyond the expiration of the collective bargaining agreement. The FCT pledges to cooperate fully with the ACS to carry out the intent of this Article, including not encouraging or endorsing demonstrations at Mass in violation of this provision by others.

5. In consideration of the FCT's acceptance of this section in connection with a Mass, except as outlined in paragraph "2" above, the ACS accepts the concept of a permanent mediator to which the parties can have recourse in the event that either party believes that such mediation would be constructive in reaching a settlement. The ACS and FCT must mutually agree on such mediator.

G. A teacher's aide or assistant shall have a right, upon request to the Employer, to have a union representative present at an investigatory interview which the employee reasonably believes might result in disciplinary action. The exercise of this right may not interfere with legitimate employer prerogatives and the employer has no duty to bargain with any union representative who may be permitted to attend the investigatory interview.

ARTICLE 16
AGENCY FEE

A. All current bargaining unit members and any bargaining unit members hired after September 1, 2024 shall, as a condition of employment, thirty (30) days after such employment, become and remain a member of the FCT in good standing or pay an agency fee as certified by the Union.

B. Any teacher's aide or assistant who has failed to acquire or thereafter maintain either membership in the Union or the payment of an agency fee, shall be terminated seven (7) working days after the employer receives written notice from an authorized representative of FCT.

C. The Employer shall be relieved from making such "check-off" deductions upon (1) termination of employment, (2) transfer to a position other than one covered by the bargaining unit, (3) layoff from work, (4) an unpaid leave of absence, or (5) revocation of the check-off authorization in accordance with its terms of applicable law.

D. The Federation hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any lay faculty member arising from deductions made by the Employer hereunder, and the Federation further indemnifies and holds the Employer harmless from any claims, actions or proceedings by any government agency or by any group so long as such groups are not funded directly or indirectly by the Employer; however, in either case, the Federation shall retain the right to select defense counsel, and they shall reserve the right to settle any such case. Once the funds are remitted to Federation, their disposition shall be the sole and exclusive obligation and responsibility of the Federation.

ARTICLE 17
UNION DUES

A. Upon receipt of a signed authorization form from a teacher's aide or assistant covered by this Agreement, the Principal shall regularly make deductions from the teacher's aide or assistant's salary of such an amount as specified by the Treasurer of the Federation of Catholic Teachers. Payments under this paragraph made more than two (2) months after they are due shall include a $35 late charge for each month payment is made beyond two months.

B. The Employer assumes no responsibility for the propriety of the deduction or of the application of the funds, and the Union hereby agrees to indemnify and hold the Employer harmless from any expenses or liability that shall arise out of or in connection with the Employer's actions in complying with this Article.

C. The Employer shall not be obliged to make dues or agency fee deductions of any kind from any teacher's aide or assistant who during any pay period, shall have failed to receive sufficient wages to equal the dues or agency fee deductions.

ARTICLE 18
UNION ACTIVITIES

A. Union notice may be posted, at the discretion of the Employer, on a member school's bulletin board provided the notice is submitted in advance to the Employer or his/her designee. Permission to post official notices of Union business shall not be unreasonably denied. Notices limited to date, time and place of union meetings may be posted without permission.

B. The Union may designate one of its teacher's aide or assistant employed in each member school as a teacher's aide or assistant school delegate for purposes of liaison among such members of the Union and the local school administration in matters pertaining to the administration and application of this Agreement and, where mutually agreed upon, on other matters of concern.

C. A teacher's aide or assistant who has been officially designated as the Union's delegate in a member school shall be permitted to conduct official Union business at said member school provided it is done on the teacher's aide or assistant's own time and provided further that the undertaking of said business in no way interferes with or disrupts the teaching process or the assignments of other school personnel or students.

ARTICLE 19
NO DISCRIMINATION

It is mutually agreed that neither the Employer nor the Union shall discriminate against teacher's aides or assistants on the basis of membership or non-membership in the Union, race, color, national origin or sex.

ARTICLE 20
MISCELLANEOUS

A. Upon request of either party, both parties agree to schedule meetings on a monthly basis to discuss matters of mutual concern. The parties shall endeavor to propose agenda items a week in advance of such meetings.

B. Each member school shall make available adequate lounge and lavatory facilities for teacher's aides and assistants.

C. The Employer shall take reasonable steps consistent with OHSA and any laws, rules and regulations promulgated by any entity having jurisdiction over the schools with respect to ensuring the safety of teacher's aides and assistants while at school.

D. The Employer shall adhere to Emergency Response Protocol as outlined in ***Safe Schools NY*** or any successor thereto**.** Every teacher's aide and assistant is to be given the protocols to Shelter-In-Place, Hold-In Place, Evacuate, Lockout, and Lockdown on or before the first (1st) day of school.

ARTICLE 21
CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision of this Agreement is, or shall at any time be held to be, contrary to law by a court of final appeal of the State of New York or the United States of America, then said provision shall not be applicable or performed or enforced, except to the extent that it is permitted by law.

B. In the event that any provision of this Agreement is, or at any time shall be held to be, contrary to law, all other provisions of this Agreement shall continue in effect.

C. The Union and the Employer acknowledge and agree that the terms of employment of teacher's aides and assistants in the member schools are subject to the Americans with Disabilities Act and all other statutes governing non-discrimination in employment, work place safety matters governed by the Occupational Safety and Health Act and all other applicable legislation, governmental regulations or judicial determinations. In the event that the Employer, in order to comply with the aforesaid legislation, regulations or judicial determinations intends to take action inconsistent with its obligations under this Agreement or which otherwise changes the terms and conditions of employment of a teacher's aide or assistant covered by this Agreement, it shall immediately notify the Union of said intent and shall commence negotiations with the Union prior to any such action. It is further agreed that in the event of the failure of the Employer and the Union to reach agreement as to an appropriate course of action within ten (10) days of the commencement of negotiations, the Employer shall be entitled to take whatsoever action is required by the applicable legislation, regulations or determinations.

ARTICLE 22
SUCCESSORS AND ASSIGNS

A. The Employer agrees that if, during the life of this Agreement, it dissolves the Association, divides the operations of the Association or its member schools into regions or groups, sells, leases, transfers or assigns the operations covered by this Agreement, whether partially or entirely, it shall make any such sale, lease, transfer or assignment conditional upon the assumption of all of the obligations and consent to all of the terms and conditions of this Agreement, including its expiration date, by the purchaser, lessee, transferee, or assignee, including but not limited to parish corporations and schools (whether parish or non-parish) that are members of the Association as of September 1, 2024, their Pastors, Principals, agents, representatives and successors. As used in this and other sections, "operations" means the education of children in Roman Catholic schools within the Archdiocese of New York, the administration of such education, the employment of teacher's aides and assistants in relation to same, and the maintenance, ownership, leasing and use of the facilities within which such operations take place.

B. The Employer further agrees that should any of the foregoing changes occur, it shall make any such change conditional upon agreement by the purchaser, lessee, transferee or assignees that the Union shall be recognized as the exclusive representative, for the purposes of collective bargaining, of all teacher's aides and assistants employed by such purchaser, lessee, transferee or assignees, for the life of this Agreement.

C. The Employer shall inform the purchaser, lessee, transferee or assignees of such operations of the exact terms of this Agreement in writing and shall provide the Union with a copy of said written communication within ten (10) business days of such communication.

D. The Employer agrees to provide the Union with written notice when the transaction is complete and the Agreement is assumed.

ARTICLE 23
DURATION OF AGREEMENT

A. This Agreement shall continue in full force and from September 1, 2024 to August 31, 2027.

B. Except where the parties mutually agree in writing to an extension of this Agreement, a party seeking revision of one or more of the terms and conditions of this Agreement shall notify the other party in writing not later than February 1, 2027. Where said notice is given, the parties agree to enter into negotiations on or about March 1, 2027.

C. During the period covered by this Agreement all of the terms, conditions and provisions of this Agreement shall bind, apply and inure to the benefit of the parties hereto, their constituent members, individually and collectively, their successors, transferees, lessees and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 13th day of AUGUST 2025.

ASSOCIATION OF CATHOLIC SCHOOLS

By: Sr. Patricia Anastasio, PBVM

FEDERATION OF CATHOLIC TEACHERS

By: _____

ASSOCIATION OF CATHOLIC SCHOOLS

Abigail Akano
Sr. Patricia Anastasio
Carissa Canovas
Nicole Fresca
Connie McCrory
Deirdre McDermott
Margaret McEvoy
Rev. Anthony Mizzi-Gili
Kyle Roach
Joanne Walsh

FEDERATION OF CATHOLIC TEACHERS

Leanne Cole, President
Teresa Clarke, Vice President
Lifen Lily Liang, Secretary/Treasurer

MEMBERS OF EXECUTIVE COUNCIL

Zoila Carvajal-Spelman
Barbara Duemesi
Andy Leung
Elice Manzi
Kenneth J. Martinez
Gloria Reyes
Tricia Scott
Evdokia Tsolomytis-Kalousis

ANNUAL AGREEMENT OF EMPLOYMENT FOR TEACHER'S AIDES/ASSISTANTS

A. Agreement made this _____ day of _____, 20___ by and between _____ School hereinafter referred to as the "school," and _____, hereinafter referred to as the "teacher's aide/assistant."

B. This Agreement is subject to the provisions of the Collective Bargaining Agreement entered into by and between the Association of Catholic Schools and the Federation of Catholic Teachers, said Agreement being made a part hereof by reference.

C. This Agreement shall be effective from ___ 20____ , to _____ 20____,

Rate of Pay – Check one:

_____ Salary: Amount $_____

_____ Hourly: Rate $_____

D. The teacher's aide/assistant agrees to work in the school according to supervision, authority, rules and regulations of the school insofar as they are not in conflict with the Collective Bargaining Agreement referred to hereinabove.

A fully executed copy of this Agreement shall be given to the teacher's aide/assistant within twenty-one (21) days of the date set forth in Paragraph A.

SIGNED:

_____ _____

Teacher's Aide/Assistant Employer/School

_____ By:_____

Home Address

_____ _____

Town (or Borough) & Zip Title

School: _____ Teacher's Aide/Assistant Evaluation

Name _____ Date _____

Ratings: **3 – Fully Meets Expectations**
2 – Partially Meets Expectations
1 – Does Not Meet Expectations
N/A - Not Applicable

Works collaboratively with the Lead Teacher and other members of the classroom team to ensure the successful operation of a classroom.	
Interacts and positively engages with all students in a way which supports the acquisition of skills and knowledge.	
Actively contributes to a safe, warm and supportive classroom environment.	
Maintains line of sight supervision, follows all health and safety protocols, and refrains from distractive activity, such as cell phone use.	
Implements positive behavior guidance and support for all children in collaboration with school, regional and other support staff, including assistance with behavior management and self-care for individual students, including toileting assistance, as necessary.	
Assists teacher with data collection, assessment and record keeping.	
Actively participates in all regularly scheduled team meetings and professional development sessions.	
Assists with the nutrition services to children as assigned.	
Treats relationships with children and families with respect, confidentiality and dignity.	
Works collaboratively with classroom teachers and school leadership to engage and support parents.	
Supports and maintains positive partnerships within the school building staff.	
Supports a safe environment with consistent and reliable attendance. Arrives to work early or on time.	

Comments:

Signature of Evaluator: _____ Date _____

Signature of Teacher's Aide/Assistant: _____ Date_____

School: _____

School Year: _____

Teacher's Aide/Assistant(s) Daily/Lunch Break Schedule

Class	Teacher's Aide/ Assistant	Start Time	End Time	Lunch Break