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

**Title: Franklin Square Union Free School District and Franklin Square Union Free School District Teachers Aides Unit, CSEA Local 1000, AFSCME, AFL-CIO, Nassau County Educational Local 865 (2014)**

**Employer Name: Franklin Square Union Free School District**

**Union: Franklin Square Union Free School District Teachers Aides Unit, CSEA, AFSCME, AFL-CIO**

**Local: Nassau County Educational Local 865, 1000**

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This AGREEMENT made on this \_\_\_<sup>th</sup> day of June 2014, by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, hereinafter termed the “BOARD”, and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, NASSAU EDUCATIONAL LOCAL 865, FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT TEACHERS AIDES, hereinafter referred to as “ASSOCIATION”.

## **PREAMBLE**

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, the BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that unless both parties agree in writing to re-open the Agreement as to any item, negotiations will not be reopened at any time, whether contained herein or not, during the life of this Agreement.

### **I. RECOGNITION CLAUSE**

The BOARD, having determined that membership in the Association is supported by a majority of its employees currently employed in the following categories, hereby recognizes the said ASSOCIATION as the sole bargaining agent for the categories of employees as follows:

Teachers Aides

This Agreement and all terms and conditions thereof shall be effective as of the date of execution, except that salary increases and changes to benefits shall be effective as of the dates specified herein.

### **II. LEGISLATIVE ACTIONS**

It is agreed upon between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval. It is also agreed, should any provision of this agreement be found to be illegal, that provision shall be eliminated from the agreement and the parties shall immediately meet in an attempt to negotiate another provision in its place.

### **III. GRIEVANCE PROCEDURES**

#### **A. Basic Principles**

1. All employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or conditions of employment without fear of coercion, discrimination, or reprisal.
2. All employees shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.
3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.
4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.
5. It is also understood that if the ASSOCIATION employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

B. Definitions

1. Employee shall mean any member represented by the ASSOCIATION (Teacher Aide).
2. The term "BOARD of Education" means duly elected trustees of the Franklin Square Union Free School District.
3. "Grievance" means any alleged violation, misinterpretation, or inequitable application of the existing laws or policies of the BOARD of Education or School Administration, which involves the employee's health or safety or physical facilities affecting him/her. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law.
4. "Complainant" means any ASSOCIATION employee (as defined above) who presents an alleged grievance.
5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting ASSOCIATION employees.
6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command, i.e. the Building Principal.

C. Procedures for Individual Grievance

1. First Stage - Informal Presentation

- a. An employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy this situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.
- b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.
- c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage - Written Statement

- a. If the complainant is not satisfied with the decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Assistant Superintendent for Business or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievances and relief sought. One copy shall be given to the Assistant Superintendent or other person designated by the Superintendent of Schools, one copy to the immediate supervisor, and one copy retained by the complainant. Thereupon, and within five days after receiving such request, the immediate supervisor of the complainant shall submit to the Assistant Superintendent for Business or Superintendent of School's designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.
- b. Within five days of receipt of the immediate supervisor's statement, the Assistant Superintendent for Business or Superintendent of Schools' designee, shall make his/her decision in writing, including fact findings, conclusions and recommendations and shall give a copy of this to the complainant.

3. Third Stage

- a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review and determination of his/her grievance by the Superintendent of

Schools, setting forth in detail the respects in which the said decision is in error or improper and giving a copy to the Assistant Superintendent for Business or the Superintendent of School's designee who made the decision in second stage. Thereupon, and within five days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant and the Union within ten days, in writing, of his/her decision.

#### 4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the BOARD of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of School's decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The BOARD, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the BOARD, the meeting may be held before the BOARD, a committee of the BOARD, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days, from the date of mailing of the notice thereof by complainant or his/her representative or Union.

d. The BOARD, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the BOARD, with a copy furnished to the complainant or his/her representative.

### **IV. HOURS OF WORK**

The work year shall be 180 days plus two Superintendent's Conference Days and work hours shall be 7 hours per day with a 30 minute lunch period (on employee's time) and a 15 minute break. The 15 minute break shall be scheduled in conjunction with the lunch

period unless a different time is agreed upon by the Teacher Aide, the classroom teacher, and/or the Building Principal.

Teacher Aides may be scheduled to work a seven and one-half hour work day if the District Teachers' work schedule is enlarged or modified, concurrent with the District Teachers' work schedule, with one-half hour off for lunch (on employee's time) and a 15 minute break. The 15 minute break shall be scheduled in conjunction with the lunch period unless a different time is agreed upon by the Teacher Aide, the classroom teacher, and/or the Building Principal. In the event the Teacher Aides' work day is extended to seven and one-half hours, there will be a one time \$1,000 increase in base salaries.

The School District will notify Teacher Aides of their placement no later than August 15 of the upcoming school year.

## **V. WAGES AND COMPENSATION**

### **(A) WAGES:**

Annual salary increases commencing July 1, 2014 are to be as follows:

Year 1 2014-15	\$1,000
Year 2 2015-16	\$750
Year 3 2016-17	\$0
Year 4 2017-18	\$750

### **(B) ANNUAL STIPEND: INTENSE SUPPORT PROGRAM:**

Teacher Aides serving in the Intense Support Program shall receive an annual stipend as follows:

Year 1 2014-15	\$2,000
Year 2 2015-16	\$2,500
Year 3 2016-17	\$2,500
Year 4 2017-18	\$3,000

### **(C) LONGEVITY:**

- (1) Effective July 1<sup>st</sup> immediately following an employee's completion of ten (10) years of continuous fulltime service, full-time unit members in the District shall be given a longevity increase in salary of \$600, which increases shall become part of their salary.
- (2) Effective July 1<sup>st</sup> immediately following an employee's completion of fifteen (15) years of continuous fulltime service, full-time unit members in the District shall be given a longevity increase in salary of \$600, which increases shall become part of their salary. This longevity payment shall be in addition to the ten year longevity payment in the preceding paragraph.

- (3) Effective July 1<sup>st</sup> immediately following an employee's completion of twenty (20) years of continuous fulltime service, full-time unit members in the District shall be given a longevity increase in salary of \$600, which increases shall become part of their salary. This longevity payment shall be in addition to the ten year and the fifteen year longevity payments in the preceding paragraph.
- (4) Longevity payments shall not be paid retroactively to employees having completed ten or fifteen years of service prior to July 1, 2010. Such employees will receive the longevity payment on the first longevity milestone achieved subsequent to July 1, 2010. By way of example, an employee with thirteen years of full time service effective July 1, 2010, will not receive a longevity payment until having completed his/her fifteenth year of service on July 1, 2012, and at which time the longevity payment shall be \$600.
- (5) Longevity payments shall be non-cumulative, and accordingly, there shall be no longevity increases in salary in the years between longevity payments.

**(D) COMPENSATION FOR AFTER HOURS PROGRAMS:**

Teacher Aides serving in the Extended ISP Program and/or performing Home Care or Parent Training shall be compensated at the following hourly rates:

Year 1 2014-15	\$27/hour
Year 2 2015-16	\$28/hour
Year 3 2016-17	\$29/hour
Year 4 2017-18	\$29/hour

**(E) COMPENSATION FOR SUMMER EMPLOYMENT:**

Teacher Aides employed in the Summer ISP Program will be compensated as follows:

Seasonal Employees	\$17/hour
Ten Month Employees Assigned to Summer Positions	\$20/hour

**VI. JURY DUTY**

- 1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
- 2. Absence for purposes stipulated in "1" shall not be charged against sick or personal leave.
- 3. All remuneration received by an employee for service provided in "1" hereof shall be paid over to the BOARD within five (5) after the same shall have been received.

**VII. RETIREMENT**

The BOARD shall continue to grant members of the ASSOCIATION the benefits of the New York State Employees Retirement Plan. The District shall provide retirement coverage in the State Retirement System for the plan known as "75-g".

### **VIII. WORKERS COMPENSATION**

Employees absent because of injury arising out of and in the course of employment shall be granted and charged against sick leave with full pay, which shall not exceed accumulated sick leave. Money received by an employee as Workers Compensation shall be reimbursed to the District, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused sick leave and added to accumulated sick leave.

### **IX. SICK LEAVE**

Absence from duty because of personal illness shall be excused with full pay on the basis as follows:

1. Annual sick leave shall be credited to an employee as follows:  
Three (3) days shall be credited on the first day of employment.  
The remainder of the annual leave allotment shall be credited immediately upon the completion of the second month of employment for the school year.
2. Effective July 1, 1994: 8 sick days shall be accrued annually.
3. Effective July 1, 1996: 9 sick days shall be accrued annually.  
Effective July 1, 2007: 10 sick leave days will accrue annually.
4. Terminal leave payment for accumulated sick leave shall be for employees retiring from active employment with School District into the New York State Employees Retirement System.

Employees shall be entitled to accumulate up to One Hundred and Twenty (120) unused days of sick leave, for which employees retiring from active employment with the District into the New York State Employees Retirement System will receive payment equal to one (1) day of unused sick leave for every three (3) days so accumulated.

5. Employees resigning employment, but not retiring under the NYSERS, following fifteen years of continuous service, shall receive payment equal to one (1) day of unused sick leave for every three (3) days of an accumulated maximum of fifty (50) days.
6. Compensation shall be on the basis of a fixed daily rate of \$160 times the number of accrued unused annual leave days at a rate of 1 day for every 3 accrued days (e.g. 100 days x .333 x \$160 = \$5,328).

## **X. PERSONAL LEAVE**

1. Personal leave must have 48 hours advance notice and approval of the Superintendent of Schools, and shall be utilized for personal emergencies.
2. Absence from duty for personal leave so approved by the Superintendent of Schools shall be excused with full pay for three (3) days each year.
3. Personal leave days are not cumulative.

## **XI. BEREAVEMENT LEAVE**

Bereavement leave of four (4) days shall be granted in the death of a spouse, mother, father, child, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law. An additional day of bereavement shall be granted for the death of an immediate family member to be defined as a spouse, mother, father or child.

## **XII. AGENCY SHOP**

The ASSOCIATION having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wages or salary of the said bargaining unit employees who are not members of the ASSOCIATION for so long as New York State statutory law requires such dues deductions from Non-ASSOCIATION employees.

## **XIII. DUES DEDUCTION**

The BOARD agrees to deduct from salaries of its employees dues and insurance premiums for the ASSOCIATION as said employees individually and voluntarily authorize the BOARD, in writing, to deduct and to transmit such monies to the Civil Service Employees ASSOCIATION, Inc., 143 Washington Avenue, Albany, New York. Employee authorizations shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

Deduction shall be made uniformly and consistently.

Any teacher aide shall have the right to payroll deduction of his/her membership dues and insurance premiums as provided under Chapter 392 of the Laws of 1967.

If an employee chooses to revoke his/her payroll deduction authority it shall be done in writing and received by the Assistant Superintendent for Business at least five (5) working days prior to the payroll date on which said deduction is to become effective.

If the employee then changes his or her mind and signs a new payroll deduction card, he or she shall be afforded the payroll deduction right. Such changes must be presented to

the Assistant Superintendent for Business, in writing, at least five (5) working days prior to the payroll date on which said change is to become effective.

The ASSOCIATION assumes full responsibility for the disposition of funds so deducted once they have been turned over to the authorized representative.

#### **XIV. INFORMATIONAL CLAUSE**

On the effective date of this Agreement, BOARD will supply to the ASSOCIATION a list of all employees in the bargaining unit, indicating the employees' names, addresses, job titles, work locations, membership status, insurance deductions, and the first date of employment. Such information shall be provided to the ASSOCIATION on an annual basis.

#### **XV. WORKSHOP ATTENDANCE**

Employees will be permitted to attend employment related workshops on their own time outside of regular work hours, and at their own expense.

#### **XVI. LABOR MANAGEMENT MEETINGS**

A Labor-Management committee will be formed on an "as needed basis", composed of two Employee members and two District appointed members, to discuss issues of concern to ASSOCIATION and the District.

#### **XVII. EMPLOYEE CAPABILITY**

Authority of District in its discretion to require an Education Law 913 examination of an employee to determine fitness and capability to perform duties, as follows:

Superintendent may require an examination of an employee on sick leave or disability, or of an employee who the Superintendent suspects may be unfit or incapable of performing his/her job duties by a District designated physician. For purposes of this paragraph, the provisions of Section 913 of the Education Law are made applicable to District's directed examinations of employees; which provisions and the judicial interpretation thereof shall govern.

#### **XVIII. SENIORITY & PROMOTIONAL OPPORTUNITIES**

An "In-Service Credit" salary adjustment of Six Hundred (\$600) Dollars based upon completion of six (6) one credit approved courses; each one credit course requiring a minimum of fifteen hours coursework, as follows:

Upon submission to the Superintendent of suitable proof of attendance and completion of six (6) in-service courses, the Unit member's annual salary shall be increased in the

amount of Six Hundred (\$600) Dollars, effective the date of submission of such suitable proof.

In order for a Unit member to obtain one (1) in-service course credit, he/she must attend fifteen (15) hours of a pre-approved in-service course. One absence from such in-service course, not exceeding one and one-half (1 ½ ) hours, will be permitted. Under no circumstance shall an employee receive an annual salary increase based upon completion of approved in-service courses until the employee has accumulated a total of six (6) in-service course credits, with each course credit equaling fifteen (15) hours of attendance.

Unit member must submit a written request for Superintendent's pre-approval on in-service course attendance on a District prescribed form prior to the first session of such in-service course. The request forms will be available in the Office of the Assistant Superintendent for Business.

The Superintendent may, in his/her sole discretion, authorize a Unit Member's attendance of a course outside of the School District, and may in his/her sole discretion schedule and implement such courses outside the School District. All such out-of-District courses must satisfy the aforementioned fifteen hour criteria.

#### **XIX. LEAVES OF ABSENCE**

Employees have one or more years of service, may, in the Employer's discretion, be granted leave without pay upon recommendation of the Superintendent. The BOARD may grant an employee a leave without pay for a period or periods up to one (1) year for reasons of protracted illness, compelling personal hardship or for education requirements. All accrued sick and personal time must first be utilized. Reinstatement will follow upon their return. No sick leave, personal leave or retirement credit will be accrued during the period of absence for leave without pay, nor other benefits of any nature paid to or on behalf of an employee during leave without pay. BOARD may require that such leaves of absence conclude December 31<sup>st</sup> or June 30<sup>th</sup> during the school year so as to minimize disruption to the employee's assigned classroom and/or student.

#### **XX. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2014 and shall continue in force and effect through June 30, 2018.

#### **XXI. HEALTH INSURANCE AND BENEFITS**

The District agrees to extend health plan benefits in the New York State Government Employees Health Insurance "Excelsior" Plan for individual and family coverage as follows:

50% of the individual premium or

50% of the individual premium plus 35% of the difference between the individual and dependent premium for family coverage

The District reserves the right to change health insurance plans if the premium for the health insurance benefits exceeds the cap established under the Affordable Care Act.

Teacher Aides may enroll in the CSEA Employee Benefit Fund Solstice Dental and/or Vision Plans at their own expense.

Dated: June \_\_, 2014

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representative on the day and year first above written.

CIVIL SERVICE EMPLOYEES  
ASSOCIATION LOCAL 1000-FRANKLIN  
SQUARE UNION FREE SCHOOL DISTRICT  
TEACHERS AIDES ASSOCIATION

BOARD OF EDUCATION  
FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
Lisa Teitz, President

By: \_\_\_\_\_  
Patrick Manley, Superintendent

By: \_\_\_\_\_  
Stephanie Teff, LRS

By: \_\_\_\_\_  
Joseph Armocida, President