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This AGREEMENT made this 7<sup>th</sup> day of June 2006, 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 shall be effective as of the dates specified herein.

### **II. LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor 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 such 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 condition 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 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 Grievances

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 of 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 or the complainant shall submit to the Assistant Superintendent for Business or Superintendent of Schools' 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 supervisors 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 the decision 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 said decision is in error or improper and giving a copy to the Assistant Superintendent for Business or the Superintendent of Schools' designee who made the decision in the 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. The written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with Superintendent of schools' 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 receipt 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**

Teacher Aides shall work daily between the hours of 8:15 A.M. and 3:15 P.M. on all scheduled teachers' work days with one half hour off for lunch (on employees' time).

#### **V. WAGES**

Annual salary increases commencing July 1, 2006, are to be as follows:

Year 1:	3-3/4%
Year 2:	4%
Year 3:	4%
Year 4:	3-3/4%

#### **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 as provided in "1" hereof shall be paid over to the BOARD within five (5) days after the same shall have been received.

#### **VII. RETIREMENT**

The BOARD shall continue to grant members of the ASSOCIATION the benefits of the 1/50 non-contributory New York State Employees Retirement Plan retroactive to 1938. The District shall provide retirement coverage in the State Retirement System for 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 days of 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 employees as follows:  
Three (3) days shall be credited upon 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 five (5) days of an accumulated maximum of fifty (50) days.

#### **X. PERSONAL LEAVE**

1. Personal leave must have the 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 two (2) days each year.
3. Personal leave days are not cumulative.

#### **XI. BEREAVEMENT LEAVE**

Bereavement leave of three (3) days shall be granted for death of a spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

#### **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 the 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 membership dues and insurance premiums as provided under Chapter 392 of the Laws of 1967.

If an employee chooses to revoke his or 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 the 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, social security numbers, 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 a "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 Section 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:

The District shall provide a minimum of two (2) one-credit in-service courses for all full-time members of the Unit in the four year period commencing July 1, 2006. Costs for such in-service courses will be borne entirely by the District. 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 (1-1/2) hours, will be permitted. Under no circumstances 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.

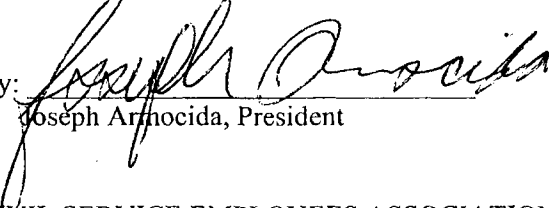
Unit members must submit a written request for Superintendent's pre-approval of in-service course attendance on a District prescribed form prior to the first session of such in-service course. The request forms will be available in the Office of the Assistant Superintendent for Business.

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 of the School District. All such out-of-District courses must satisfy the aforementioned fifteen hour criteria.

Dated: June 7, 2006

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

BOARD OF EDUCATION  
FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT

By:   
Joseph Annocida, President

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

By:   
, President

By: 