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AID
5016

CONTRACT

JULY 1, 2001 - JUNE 30, 2005

Between

THE CIVIL SERVICE EMPLOYEES ASSOCIATION

CSEA, INC. LOCAL 1000 AFSCME AFL-CIO

THE CERTIFIED UNION BY THE FARMINGDALE SCHOOL DISTRICT

TEACHER AIDES AND SCHOOL MONITORS UNIT OF CSEA LOCAL 865

and

THE BOARD OF EDUCATION

of

THE FARMINGDALE UNION FREE SCHOOL DISTRICT

FARMINGDALE, NEW YORK

TOWNS OF OYSTER BAY AND BABYLON

COUNTIES OF NASSAU AND SUFFOLK

STATE OF NEW YORK

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ARTICLE I - RECOGNITION

The Board of Education of the Farmingdale Union Free School District recognizes the Civil Service Employees Association, CSEA, Inc., Local 1000 AFSCME AFL-CIO as the exclusive representative of the Teacher Aides and School Monitors in the Farmingdale Union Free School District for the period of this contract.

ARTICLE II - GRIEVANCE PROCEDURES

Section 1: Resolution of Board of Education

The Board of Education of the Farmingdale Union Free School District, Farmingdale, NY in compliance with Article 16 of the General Municipal Law, Chapter 554 of the Laws of 1962, regarding the establishment of grievance procedures for public employees, established and adopted the following procedures for the settlement of grievances of Teacher Aides and School Monitors of the Farmingdale Union Free School District, Farmingdale, NY effective September 30, 1983.

Section 2: Declaration of Policy

In order to maintain a harmonious and cooperative relationship between Teacher Aides and School Monitors, administrators and members of the Board of Education, it is hereby declared to be the purpose of these procedures to provide for the orderly settlement of certain differences promptly and fairly as they arise, and to assure equitable and proper treatment of Teacher Aides and School Monitors pursuant to established policies, rules, and regulations of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

Section 3: Basic Principles

- A. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage in a fair and equitable manner. The resolution of a grievance at the the earliest stage is encouraged.
- B. Every Teacher Aide and School Monitor shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal - either directly or indirectly.
- C. Every Teacher Aide or School Monitor shall have the right to be represented at any stage of the procedures by no more than one person of his or her choice. The administration shall also be entitled to an equal number of persons.

- D. Each administrator shall have the responsibility to consider each grievance presented to him or her and make a written determination within the authority delegated to him or her within the time specified in these procedures.
- E. Each party to a grievance shall have access to all written statements and records pertaining to such case.
- F. All hearings shall be confidential.
- G. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures.
- H. Modification of this procedure shall be instituted in the same manner as in the original development of this grievance procedure.
- I. The function of these procedures is to assure equitable and proper treatment under the policies and rules of the district.
- J. A grievance shall be deemed waived unless presented within thirty days from the time that the facts constituting such grievance are known or reasonably should have been known.

Section 4: Definitions

Administrator shall mean any employee responsible for, or exercising any degree of, supervision or authority over a Teacher Aide or School Monitor.

Chief Administrator shall mean the Superintendent of the district.

Day, as used in these procedures, shall be a day in which the employee would perform his or her assigned duties.

Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, policies, rules or regulations of the school district which relate to or involve the Teacher Aide or School Monitor in the duties assigned to him or her.

Immediate Supervisor shall mean the administrator to whom the employee is directly responsible. The supervisor may be the building principal, a director or department chairperson, or other individual as assigned or designated by the Superintendent of Schools.

Representative shall mean the person or persons designated by the aggrieved person as his counsel or to act on his behalf.

Section 5. Procedures

A. Stage 1. Initial Stage

The aggrieved person shall present the grievance in writing to his or her immediate supervisor within 30 days pursuant to Article II, Section 3J. The immediate supervisor shall hear the grievance with the aggrieved employee or with the employee and his or her representative(s) if any. This Hearing shall be held within three (3) days of the filing of a grievance.

If no mutually agreeable time for a meeting can be arranged within three (3) school days after receipt of the written grievance, then arrangements shall be made to relieve the employee of duties in order to conduct a Stage 1 Hearing.

The immediate supervisor shall render his or her determination in writing to the aggrieved employee and to the Superintendent of Schools within three (3) school days after the grievance has been heard.

If such grievance is not satisfactorily resolved at Stage 1, the aggrieved employee may proceed to Stage 2.

B. Stage 2. Intermediate Stage

If the aggrieved employee is not satisfied with the resolution of the grievance at Stage 1, the employee must submit his or her written request for a Stage 2 Hearing to the Building Principal and to the Superintendent of Schools within five (5) days of his or her receipt of the written decision at Stage 1.

The Superintendent or his designee shall arrange for a Stage 2 Hearing to be conducted within five (5) school days of receipt of the written request for the Stage 2 Hearing.

If the Building Principal had served as the Hearing Officer at the Stage 1 level, this proceeding shall automatically advance to Stage 3 and will be heard as specified under Section 5C of this article.

In all other cases, the Stage 2 grievance will be heard by the Building Principal or by a Director as designated by the Superintendent of Schools.

A written decision shall be provided to the aggrieved employee within ten school days of the completion of the hearing.

If the grievance is not satisfactorily resolved at Stage 2, the aggrieved employee may proceed to Stage 3.

C. Stage 3: Chief Administrator Stage

1. Within ten school days after a written determination has been made at Stage 2, the aggrieved employee may submit a written request to the Superintendent of Schools for a Stage 3 hearing. The Superintendent may designate the Assistant Superintendent on his behalf. The Assistant Superintendent shall have full authority to render a determination. All references to the Superintendent in this section may be construed to mean "or his designee."
2. Upon receipt of the aggrieved employee's request for a Stage 3 hearing, the Superintendent shall schedule a Stage 3 hearing. The Stage 3 hearing shall be scheduled not sooner than 10 nor later than 15 school days from the date of the written request for the hearing, and the parties shall have five (5) school days in which to provide the Superintendent with written statements, documents, etc. as the parties choose. The Superintendent will have at least five (5) days in which to review all written materials submitted.
3. The Superintendent will render his written decision on the Stage 3 grievance within ten (10) school days of the hearing. Where transcripts are taken and where the parties agree, the written response of the Superintendent will be delivered as agreed. A copy of the Superintendent's written decision will be provided to the aggrieved employee in the time frame specified above.
4. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Stage 4.

D. Stage 4: Board Stage

If an aggrieved employee is not satisfied with the written decision of his or her Stage 3 grievance, he or she must file a written request for a Stage 4 grievance to the Board of Education through the Office of the District Clerk within five (5) days of his or her receipt of the written determination of the Stage 3 Hearing.

All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board may hold a hearing to obtain further information regarding the case. Should the Board choose to hold a hearing, it will be held within 30 days of its receipt of the grievant's written request. A decision to conduct a hearing rests exclusively with the Board of Education.

The Board of Education will render its written decision within 60 days of its receipt of the written request for a Stage 4 hearing, unless both parties agree in writing to an alternate time line.

- E. All rules and regulations pertaining to personnel shall be written and a copy shall be made readily available to all persons in the library of each school building.

- F. Where disagreement occurs with respect to this grievance procedure, both parties agree to exert every effort to achieve agreement, and to that end they will use all available resources including: (1) legal services and (2) advisory opinions.
- G. The failure of the grievant to strictly comply with the filing requirements of each stage of the grievance procedure within the specific time limits delineated, shall constitute a waiver of the grievant's right to file a grievance and/or to proceed to the next stage and, will be deemed an acceptance of the District's decision at any stage.

Section 6: Distribution of Procedures

A copy of these procedures and any amendments thereto, shall be distributed to all Teacher Aides and School Monitors and shall be filed with the State Civil Service Commission within fifteen (15) days after their adoption. The procedure shall also be open to public inspection with the Clerk of the District.

ARTICLE III - WORKING CONDITIONS

- A. **Salary:** The attached 2001-02, 2002-03, 2003-04 and 2004-05 salary schedules shall be in effect for each referenced year.
- B. **Death in Immediate Family:** Five (5) paid working days of absence will be approved for each death in the immediate family. Immediate family shall be defined as spouse, children, mother, father, sister and brother, mother-in-law and father-in-law. Three (3) paid days of absence will be approved for sister-in-law and brother-in-law.
- C. **Vacancies, Transfers, Lay-offs:** In the transfer and lay-off of employees, and the filling of vacancies, seniority will be considered but shall not be the exclusive factor. Other factors for consideration will include ability.
- D. **Legality:** In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.
- E. **Legislation:** 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.
- F. **Meetings:** The Assistant Superintendent for Business, or his representative, and the President of the Association, together with a committee of two other representatives, shall meet at a mutually agreed upon time once a month during the school year upon one week's notice, by either party, to consult informally on matters of concern to the Association and to the district. Either party may, if it desires, submit a listing in advance of the items to be discussed.

G. **School Closings:** When school is closed by direction of the Superintendent of Schools for inclement weather or other emergency, teacher aides and school monitors will be paid for the normal hours customarily worked on such days.

H. **Sick Days:** All Board appointed employees covered by this agreement will be entitled to seven (7) days of approved absence without loss of salary for personal illness effective July 1, 2001. Sick days will accrue at the rate of seven tenths (7/10) days per month during the ten (10) month school year. A partial month will be prorated in weekly units. For this provision, a "day" is defined as the number of hours specified in the appointing resolution, or the number of hours customarily worked per calendar day, whichever is lower. As an example: An earned "sick day" for a two-hour appointee shall consist of two hours. Similarly, an earned sick day for a six-hour employee shall consist of six (6) hours. No compensation shall be paid for unused sick days; however, sick time may be accumulated through the period of this agreement. An appointed employee who is covered by this agreement who is absent due to a bonafide illness will receive payment within the regular pay period.

The district shall have the right to recover from the employee the value of any sick leave actually used beyond the days actually accrued, should the employee resign or be terminated before the accrued days are equal to those made available.

I. **Jury Duty:** Notice of jury duty must be submitted to the school principal. The employee shall reimburse the district in an amount equal to the jury fee received. In those cases where the jury fee exceeds the amount of salary, only the amount of actual salary need be reimbursed the district.

J. **Leave of Absence:**

Section 1:

The school district may agree to grant an employee a leave of absence without pay under limited and specific circumstances. To be eligible for an unpaid leave of absence, an employee must have accumulated at least two full years of service to the District, except as specified herein.

Leaves of absence will not be granted for periods of less than 30 days duration. An employee may not be absent from work except for those reasons specifically referenced in paragraphs (a), (b) and (c) below. Any absence not specifically authorized by paragraphs (a), (b) and (c) will be deemed "unauthorized" and will be grounds for disciplinary action.

- (a) **Personal Illness** - Any employee with at least two full years of service who presents proof of personal illness to the District's satisfaction may be granted an unpaid leave absence for a period not to exceed one year. Such leave of absence may be extended if the employee remains unable to report to work, provided that he/she makes application for an extension in writing to the Assistant Superintendent for Business prior to the termination date of his/her leave, which application must be supported by a statement from the employee's medical doctor. An extension, if approved, will be limited to an additional six (6) months.

An employee must submit a doctor's statement before returning to work. Should there be any question as to an employee's disability at any time, the employee may be required to submit to another examination by a doctor of the School District's choice, at School District expense.

- (b) Compensable Injury or Compensable Occupational Disease - In cases of compensable injury or compensable occupational disease as confirmed by a final determination of the Workers' Compensation Board, an unpaid leave of absence, if required and requested, will be granted for the full period of legal temporary disability.
- (c) Illness in the Immediate Family - An unpaid leave of absence not to exceed six (6) months for illness in the employee's immediate family may be granted to an employee who has completed at least one (1) year of service in the District, provided satisfactory written evidence of such illness and the need for the leave of absence is presented to the Assistant Superintendent for Business. Such leave of absence must be approved by the Assistant Superintendent for Business. An extension, if approved, will be limited to an additional six (6) months.

Section 2:

It is understood that an employee will, upon application, be reinstated to his former position or to an equivalent position upon the expiration or the termination of the unpaid leave of absence. Reinstatement shall be at the then prevailing wage rate for the work performed, provided the employee has seniority rights and is able to perform the work.

K. **Holidays:** For the term of this agreement, covered individuals shall be granted six (6) holidays in year 1; nine (9) holidays in year 2; eleven (11) holidays in year 3; eleven (11) holidays in year 4. These shall be Thanksgiving, Christmas, New Year's, Memorial Day and two additional holidays to be scheduled upon joint consultation between the Unit President and Central Administration in year 1; Thanksgiving, Christmas, New Year's, Memorial Day, Veteran's Day, the Friday after Thanksgiving, Martin Luther King Day and two additional holidays to be scheduled upon joint consultation between the Unit President and Central Administration in year 2; Thanksgiving, Christmas, New Year's Day, Memorial Day, Veteran's Day, the Friday after Thanksgiving, Martin Luther King Day, Holy Thursday, Good Friday and two additional holidays to be scheduled upon joint consultation between the Unit President and Central Administration in year 3. Central Administration shall be the final determination of the days upon which these additional holidays will be granted each year. Individuals will receive one day's pay for each of the referenced days. That amount will be based upon the regular daily rate of pay for each individual. To illustrate: Those who work 2.5 hours per day will be paid for 2.5 hours for each holiday at the rate then in effect.

L. **Longevity:**

1. A first longevity adjustment will be added to the hourly wage rate for members of this unit who have completed 12 years of appointed service. That longevity will be delivered in the form of a sixty cents (\$.60) per hour addition to the employee's wage rate in effect at the time the employee begins his or her thirteenth year of service.
2. A second longevity adjustment will be added to the hourly wage for members of this unit who have completed 16 years of service. The second longevity will be delivered in the form of an additional fifty cents (\$.50) per hour, bringing the total longevity payment to one dollar and ten cents (\$1.10) per hour over the employee's base wage rate in effect at the time the employee begins his or her seventeenth year of service.
3. A third longevity adjustment will be added to the hourly wage for members of this unit who have completed 20 years of appointed service. That longevity will be delivered in the form of an additional forty-five cents (\$.45) per hour, bringing the total longevity payment to one dollar and fifty-five cents (\$1.55) per hour over the employee's base wage rate in effect at the time the employee begins his or her twenty-first year of service.
4. A fourth longevity adjustment will be added to the hourly wage for members of this unit who have completed 25 years of appointed service. That longevity will be delivered in the form of an additional twenty-five cents (\$.25) per hour, bringing the total longevity payment to one dollar and eighty cents (\$1.80) per hour over the employee's base wage rate in effect at the time the employee begins his or her twenty-fifth year of service.

M. **Health and Safety Training Related In-Service:**

Where issues of student or employee health or safety are involved, the Teacher Aides and School Monitors will attend staff development sessions which provide the necessary training. Health and safety training sessions will be conducted after regular school hours, will commence no later than 3:30 p.m., will last no more than one hour per day, and will be limited to a total of eight (8) hours per school year.

There will be no wages or other compensation paid for attendance at mandatory Health and Safety training sessions.

Employees who are unable to attend a scheduled session will be given an opportunity to attend a make-up session which will be scheduled later in the school year.

Employees who do not attend a required training program will not be permitted to work until they have been trained.

N. Job Related In-Service Training at District Request:

1. Where a Teacher Aide or School Monitor is asked by the building principal to attend a non-health and safety related staff development or In-Service workshop, which is to be conducted outside of the employee's regular hours of work, the Teacher Aide or School Monitor will be paid on an hourly basis at that employee's regular hourly rate of pay.

The Teacher Aide or School Monitor must receive a written request to attend the workshop in order to be assured of payment for attendance.

Payment will be effected through the submission of an "In-Service" pay card, which is signed by the employee and by the in-service teacher, and approved and signed by the building principal.

2. Teacher aides shall be given the opportunity to attend in-service training that is currently offered only to teachers. Such teacher aides shall not be paid salary, wages or other compensation for the time during which they attend, and there shall be no increased cost to the District incurred as a result of same. In the event that there will be an increased cost, the District shall have the discretion to deny teacher aides access to such training.

In the event that Administration determines in its discretion that the occupancy limits for such programs will be exceeded by the inclusion of Teacher Aides and Monitors as participants, Administration shall have the discretion to deny access to same by Teacher Aides and Monitors.

O. Personal Day:

Teacher Aides and School Monitors shall be granted two Personal Days for each full year worked. Personal days which are not used during the year are to be added to cumulative sick days. Personal days may be used for the following purposes only:

1. Legal Matters: House closings, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses.
2. Funerals: Not of immediate relatives.
3. Ceremonies: Graduation of employee or child, day of wedding ceremony, participation in religious ceremonies such as confirmation, circumcision of child, honors and awards ceremonies involving an immediate member of the family.
4. Education: Required educational examinations, attending educational meetings not covered by professional trip regulations, required parental visits by parents to colleges, professional advancement.

5. Religious Observances: The employee may use personal days for religious holiday observances of his particular faith not covered in the regular school calendar.
6. Travel Time: Round-trip travel time for any of the above.

A Personal Day Request Form must be submitted and approved to ensure payment for the Personal Day. Payment shall be equal to one day's wages at the regular daily rate. To illustrate: Those who are appointed to work 3.0 hours per day will be paid for 3.0 hours for the Personal Day at the rate then in effect.

P. Out of Title Work

If a monitor performs work on a temporary basis as a Teacher Aide with the expressed approval of Central Administration, the Monitor shall receive the rate of pay of a Teacher Aide which is closest to the Monitor's rate of pay on the Aides' salary schedule, but only after having worked at least ten (10) consecutive days as an Aide. Applicable to only those assignments occurring after the full execution and ratification of this agreement by the District and the Association: if a monitor performs work on a temporary basis as a teacher aide with the expressed approval of Central Administration, such monitor shall receive the rate of pay of a teacher aide on the step of the teacher aides' salary schedule which is the same step as the employee's step on the monitors' schedule (i.e., if such a monitor is on step 2 of the monitors' schedule, he/she shall receive pay at the rate of step 2 of the teacher aides' schedule), but only after having worked at least ten (10) consecutive days as an aide, retroactive to the first day of such a temporary assignment.


ARTICLE IV - MISCELLANEOUS

- A. Period of Agreement: Except as otherwise provided herein, the provisions of this contract shall be effective as of July 1, 2001 and shall remain in full force and effect until June 30, 2005.
- B. Changes to Contract: This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.
- C. Reopening: It is agreed that all negotiable items have been discussed during the negotiations relating to this agreement and that negotiations will not be reopened on any items whether contained herein or not, during the life of this agreement.
- D. Rules and Regulations: All employees are expected to comply with rules, regulations and directives adopted by the Board of Education or its representatives, which are not inconsistent with the provisions of this agreement.

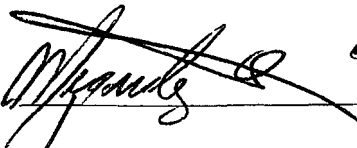
- E. Payroll Deductions: The Board agrees to deduct from the salaries of the Teacher Aides and School Monitors dues for the Association as said employees have individually and voluntarily authorized the Board to deduct and to transmit such monies. These deducted dues shall be sent to The Civil Service Employees Association, Inc., P. O. Box 7125, Capitol Station, Albany, New York, 12224-9989. Employee authorizations shall be in writing and a manner consistent with Section 93-b of the Municipal Law and Chapter 392 of the Laws of 1967.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of

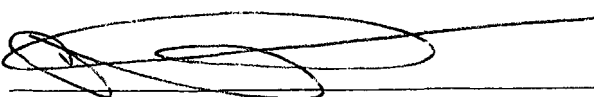
July day of *15th*, 20*03*



Michelle Fitzpatrick, President
Farmingdale Unit - Teacher Aides

 *0504*

Miguelangel Cruz
Labor Relations Specialist
The Civil Service Employees Association, Inc.



Anthony Vitale, President
Board of Education
Farmingdale Union Free School District

**July 1, 2001 thru June 30, 2005 Salary Schedules
School Monitors and Teacher Aides**

School Monitors

Step	2000-2001		Year 1		Year 2		Year 3		Year 4	
	Base		2001-02	0.0375	2002-03	0.0375	2003-04	0.0375	2004-05	0.0375
1	\$	9.58	\$	9.94	\$	10.56	\$	11.21	\$	11.88
2	\$	9.88	\$	10.25	\$	10.88	\$	11.54	\$	12.23
3	\$	10.19	\$	10.57	\$	11.22	\$	11.89	\$	12.59
4	\$	10.51	\$	10.90	\$	11.56	\$	12.25	\$	12.96
5	\$	10.84	\$	11.25	\$	11.92	\$	12.62	\$	13.34
6	\$	11.14	\$	11.56	\$	12.24	\$	12.95	\$	13.69
7	\$	11.45	\$	11.88	\$	12.57	\$	13.30	\$	14.05
8	\$	11.75	\$	12.19	\$	12.90	\$	13.63	\$	14.39
9	\$	12.19	\$	12.65	\$	13.37	\$	14.12	\$	14.90
10	\$	12.58	\$	13.05	\$	13.79	\$	14.56	\$	15.35

Teacher Aides

Step	2000-2001		Year 1		Year 2		Year 3		Year 4	
	Base		2001-02	0.0375	2002-03	0.0375	2003-04	0.0375	2004-05	0.0375
1	\$	10.11	\$	10.49	\$	11.13	\$	11.80	\$	12.49
2	\$	10.38	\$	10.77	\$	11.42	\$	12.10	\$	12.81
3	\$	10.71	\$	11.11	\$	11.78	\$	12.47	\$	13.19
4	\$	11.04	\$	11.45	\$	12.13	\$	12.84	\$	13.57
5	\$	11.37	\$	11.80	\$	12.49	\$	13.21	\$	13.95
6	\$	11.67	\$	12.11	\$	12.81	\$	13.54	\$	14.30
7	\$	11.98	\$	12.43	\$	13.15	\$	13.89	\$	14.66
8	\$	12.27	\$	12.73	\$	13.46	\$	14.21	\$	15.00
9	\$	12.71	\$	13.19	\$	13.93	\$	14.70	\$	15.50
10	\$	13.09	\$	13.58	\$	14.34	\$	15.13	\$	15.95

Longevity

#	Commencing on the:	Add for this Longevity	Cumulative Longevity Addition
1	Thirteenth (13th) Year	\$ 0.60	\$ 0.60
2	Seventeenth (17th) Year	\$ 0.50	\$ 1.10
3	Twenty-First (21st) Year	\$ 0.45	\$ 1.55
4	Twenty-Six (26th) Year	\$ 0.25	\$ 1.80