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Contract Database Metadata Elements

Title: **Hicksville Union Free School District and Hicksville Teacher Aides/Teaching Assistant Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Local 865 (1998)**

Employer Name: **Hicksville Union Free School District**

Union: **Hicksville Teacher Aides/Teaching Assistant Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, 865**

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Hicksville Ufsd And Csea, Inc.
(Teaching Assts)

270 SD
8330 AID

An Agreement Between

**THE BOARD OF EDUCATION
HICKSVILLE PUBLIC SCHOOLS**

and

**THE HICKSVILLE
TEACHER AIDES/TEACHING ASSISTANT UNIT
CIVIL SERVICE EMPLOYEES ASSOCIATION**

July 1, 1998 - June 30, 2003

RECEIVED

DEC 07 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

HICKSVILLE PUBLIC SCHOOLS
Hicksville, New York

AGREEMENT entered into this 26th day of January, 2000, by and between the BOARD OF EDUCATION, HICKSVILLE PUBLIC SCHOOLS, Town of Oyster Bay, Nassau County, New York, hereinafter referred to as the "BOARD", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, Local 1000, AFSCME, AFL-CIO, the certified union, by the Hicksville Teachers Aides/Teaching Assistants Unit of CSEA, Local 865, an association of public employees, hereinafter referred to as the "ASSOCIATION", effective beginning July 1, 1998 and ending on June 30, 2003.

WITNESSETH:

WHEREAS, the parties hereto have duly negotiated the terms and conditions of employment of the hereinafter described public employees within the Hicksville School system, for said terms and conditions in a formal agreement, all in accordance with law;

NOW, THEREFORE, the parties hereto, in consideration of the premises and their terms, covenants and conditions herein contained, do hereby AGREE as follows:

ARTICLE I

RECOGNITION

1. The BOARD hereby recognizes the ASSOCIATION as the exclusive representative of the TEACHER AIDES and TEACHING ASSISTANTS employed by the BOARD, pursuant to Sections 204 and 207 of the Civil Service Law (the Public Employees' Fair Employment Act);
 - a. including all purposes prescribed in said Section 204, and
 - b. the extension to the ASSOCIATION of all rights prescribed in Section 208 to unchallenged representation of the above described public employees.
2. The ASSOCIATION agrees, individually and on behalf of its members, to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees' Fair Employment Act, and as such section prohibits strikes by public employees.
3. Pursuant to the provisions of Section 204-a of the afore-described Civil Service Law, it is expressly provided:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II

DUES DEDUCTION

1. The BOARD agrees to the deduction of a uniform amount from the salaries of members of the ASSOCIATION for dues for the ASSOCIATION, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies to the treasurer of the ASSOCIATION, at CSEA Inc., 143 at CSEA Inc., 143 Washington Avenue, Albany, New York 12210.

2. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks starting with the first paycheck in September. No later than June 1, the ASSOCIATION shall provide the BOARD with copies of the original signed dues authorization forms of those employees who have voluntarily authorized the BOARD to deduct dues for the ASSOCIATION, and provide the BOARD with a certification in writing of the rate of its membership dues for the ensuing school year. The ASSOCIATION agrees not to change the deduction rate nor the total amount of dues deducted during the course of a school year.
3. The ASSOCIATION shall indemnify and save the BOARD harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purpose of complying with any of the provisions of this Article.
4. Agency Fee
 - a. The district shall notify all employees who are currently on the payroll within the title covered by this agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.
 - b. Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deducted shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.
 - c. An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.
 - d. The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

- e. Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deduction. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.
- f. Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.
- g. The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the union.
- h. No assessments of any kind or nature will be collected through the agency fee deduction.
- i. The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns, to at all times indemnify the District and/or the Board of Education against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.
- j. The Union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee.

ARTICLE III

GRIEVANCE PROCEDURE

- 1. A "grievance" is a claimed violation, misapplication or misinterpretation of this agreement.
- 2. An "aggrieved person" is an employee or employees filing a grievance in accord with the procedures set forth below.
- 3. An aggrieved person shall have the right to be represented at any level of the grievance procedure.

4. The aggrieved person shall pursue the following Grievance Procedure:

a. Level One

An aggrieved person shall file a detailed statement of the grievance in writing with his/her immediate supervisor within thirty (30) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based.

b. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file an appeal in writing to the Superintendent of Schools. Such appeal must be filed no later than fifteen (15) school days of the receipt of the decision or fifteen (15) school days after filing the Level One grievance if no decision has been rendered. The aggrieved person shall make himself/herself available for discussion or hearing of the grievance with the Superintendent of Schools or his/her designee. If the aggrieved person does not appear at a scheduled discussion or hearing, the grievance is waived.

c. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after presentation of the grievance, he/she may appeal to the BOARD OF EDUCATION.

The aggrieved person shall notify the BOARD of his/her appeal within five (5) school days following the date of mailing or delivery of the determination of the Superintendent of Schools, or twenty (20) school days after filing the Level Two grievance if no decision has been rendered, specifying the basis or reason for his/her exception to the prior determination, and he/she shall simultaneously furnish copies of the Notice of Appeal with exception, to the Superintendent of Schools. Within twenty (20) school days after receipt of the Notice of Appeal, the BOARD or a sub-committee thereof, will meet with the aggrieved person for the purpose of resolving the grievance. If the aggrieved person does not appear at the scheduled hearing, the grievance is waived. The BOARD shall render a decision in writing within twenty (2) school days after the hearing, which decision shall be final and binding.

d. Failure of an aggrieved person to follow the above-specified timelines shall constitute a waiver of the grievance.

ARTICLE IV

WORKING CONDITIONS

1. The normal workday for teacher aides shall be three (3) consecutive hours. The normal workday for Teaching Assistants shall be four (4) consecutive hours.
2. Teacher aides/teaching assistants shall be furnished with a schedule of their specific work hours. Said schedule may be modified by the immediate supervisor as he/she in his/her discretion deems necessary. Any schedule modification shall be provided in writing to the teacher aide/assistant(s) involved.
3. Work days for teacher aides shall be those days on which school is open for pupils, unless the aides are otherwise notified by their immediate supervisor.
4. Overtime – All overtime shall be compensated at the regular hourly rate. Compensatory time shall not be permitted. All overtime shall be approved by the Building Principal.
5. An employee who is required to work a second shift without break at the request of the building principal, shall be entitled to a one-half (1/2) hour paid lunch.
6. Sign In/Sign Out – All unit employees shall be required to sign in at the beginning of the workday and sign out at the end of the workday.
7. Emergency Closings – When the schools of the District are closed for students and teachers on an emergency basis (i.e., snow day) aides/teaching assistants will be compensated at the regular rate for the number of hours they would have worked had schools not been closed.
8. Group Hospitalization – Teacher aides/teaching assistants shall be permitted to participate in the District's Group Hospitalization Plan. The cost of such participation shall be borne solely by the employee.
9. There shall be a reconstruction of the teacher aide/teaching assistant seniority list so as to provide for District-wide seniority K-12.
10. Teaching Assistants will be required to work on Teacher Orientation Day.

ARTICLE V

EXCUSED ABSENCE

1. An employee shall be permitted to have time off with pay when necessary for the purpose of performing jury duty or giving testimony in Court in matters in which he/she is not a party, if the employee is required by law to attend. The employee shall be required to assign to the BOARD jury duty or witness fees paid to him/her.
2. After completion of two (2) years of service, teaching assistants will be allowed one (1) day of absence with pay in the event of death of that teaching assistant's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, grandchildren or member of the immediate household.

ARTICLE VI

SALARIES

The salary for teaching assistants for the 1998-99 school year shall be \$12.83 per hour.

The salary for teaching assistants for the 1999-00 school year shall be \$13.21 per hour.

The salary for teaching assistants for the 2000-01 school year shall be \$13.61 per hour.

The salary for teaching assistants for the 2001-02 school year shall be \$14.02 per hour.

The salary for teaching assistants for the 2002-03 school year shall be \$14.44 per hour.

Effective July 1, 1998, employees who have completed five (5) years of service shall receive a longevity payment of Three Hundred (\$300.00) Dollars. Effective July 1, 1998, employees who have completed ten (10) years of service shall be entitled to an additional payment of Four Hundred (\$400.00) Dollars. Effective July 1, 1998, employees who have completed fifteen (15) years of service shall be entitled to an additional payment of Four Hundred (\$400.00) Dollars. Effective July 1, 1998, employees who have completed twenty (20) years of service shall be entitled to an additional payment of Four Hundred (\$400.00) Dollars.

ARTICLE VII

PERSONNEL FILES

Employees shall have the right, upon request and subject to the scheduling of a mutually convenient appointment, to review the contents of their personnel files, except letters of recommendation and other confidential pre-employment materials. An employee shall be entitled to have a representative of the ASSOCIATION accompany him/her during such review.

ARTICLE VIII

LABOR-MANAGEMENT COMMITTEE

Representatives of the ASSOCIATION and school district representatives shall meet in informal consultation to discuss matters of mutual interest and concern. The parties shall designate up to three members each to this committee which shall meet upon request of either party. Meetings shall be scheduled at times other than working hours of unit members on the committee.

ARTICLE IX

The provisions of this Agreement shall be effective as of July 1, 1998, and shall terminate as of June 30, 2003.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of January, 2000.

BOARD OF EDUCATION
HICKSVILLE UNION FREE
SCHOOL DISTRICT

By: Edward J. Finn
Edward J. Finn, Ph.D.
Superintendent of Schools

CIVIL SERVICE EMPLOYEES
ASSOCIATION, Covering the
Teaching Aides/Teaching Assistants

By: Linda Hild
Linda Hild, President
Hicksville Teaching Aides/
Teaching Assistants

By: Stanley Frere
Stanley Frere, CSEA
Labor Relations Specialist