

AGREEMENT

Between

The Oceanside Union Free School District
Town of Hempstead, Nassau County
Oceanside, New York

And The

Pre-K Aides Chapter
Of the
Oceanside Federation of Teachers
Local 1631, American Federation of Teachers
AFL-CIO

July 1, 2017 – June 30, 2022

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This AGREEMENT is MADE AND ENTERED INTO ON THIS 1ST DAY OF JUNE, 2017, by and between the SUPERINTENDENT OF SCHOOLS, OCEANSIDE UNION FREE SCHOOL DISTRICT, OCEANSIDE, NEW YORK (hereinafter referred to as the "District,") and PRE-K AIDES, CHAPTER OF THE OCEANSIDE FEDERATION OF TEACHERS, Local 1631, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation").

ARTICLE I – RECOGNITION

Section 1

- A. The District recognizes the Federation as the exclusive bargaining agent for all Pre-K Aides.
- B. Nothing contained herein shall be construed to require that an employee covered by this Agreement shall be a member of any employee organization as a condition of employment.
- C. Nothing contained herein shall be construed to prevent the superintendent and/or his or her authorized representatives from meeting with any employee organization representing Pre-K Aides for the purpose of hearing the views and proposals of its members.
- D. Nothing contained herein shall be construed to prevent any individual employee from informally discussing an issue with his or her immediate supervisor.
- E. The Federation agrees to continue its policy of admitting all persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation or marital status, and to represent equally all employees without regard to membership or participation in, or association with activities of, or refusal to participate in the activities of any employee organization
- F. The district agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, or membership or participation in, or association with the activities of any employee organization.

ARTICLE IV - LEAVE

Section 1 - Sick Leave

- A. Employees covered by this Agreement shall be entitled to approved sick days, not to exceed five (5) in any given year.
- B. Effective 9/1/02, new employees will receive an allocation of sick days after one (1) full year of service to the District. There will be no sick-day allocation during the first year of employment.

Section 2 – Personal Days

Effective 7/01/07, all Pre-K aides shall be given two personal days during each year of this Agreement. All Pre-K aides wishing to take a personal day will be required to notify the building principal in advance, using the designated form. If the personal day request is due to an emergency and the principal cannot be notified in advance and in writing, the form shall be submitted upon the employee's return to work. A personal day will not be approved if it is contiguous to a school or religious holiday. Use of personal days for vacation, travel, or in preparation for a holiday will be impermissible. If not used in the current year, the unused personal days shall be cumulative as accumulated sick days to the maximum allowable by this Agreement.

Section 3 - Jury Duty

No employee shall lose pay nor have his/her personal leave allotment charged for absence due to jury duty. However, any compensation received for such jury duty shall be reimbursed to the District.

Section 4 - Bereavement

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for immediate family members, not to exceed five (5) days in each instance. Immediate family is defined as listed below:

(a) mother	(f) husband
(b) father	(g) wife
(c) sister	(h) children/grandchildren
(d) brother	(i) grandparents
(e) in-laws in the above categories	(j) person who makes his/her home in the employee's residence

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for aunts and uncles, not to exceed one (1) day in each instance.

Section 5 – Bonus for Perfect Attendance

Effective 7/01/05, members of this unit working five (5) or more hours per day with 100% attendance (the only exceptions being personal, bereavement, and/or jury duty days) shall be eligible for a five hundred (\$500) dollar bonus, payable during the summer following the school year in which it is earned. This five hundred (\$500) dollar bonus shall be given each year that the above occurs. At the end of the school year, the unused sick days shall be accumulated to the maximum allowable by this Agreement and shall not be reduced due to payment of the five hundred (\$500) dollar bonus.

ARTICLE V - HEALTH INSURANCE

Effective 7/1/07, employees who work a minimum of twenty-five (25) hours per week shall be offered participation in the HIP health insurance plan for individual or family coverage; or participation in the Empire Plan for individual coverage only. The District contribution shall be fifty (50%) percent of either of the individual premiums, and thirty-five (35%) percent of the family premium (HIP). Employees who work twenty-five (25) hours per week or more shall be eligible for health insurance as long as they do not reduce their working hours voluntarily. If the District reduces an employee's hours to below the 30-hour minimum for eligibility, the employee will continue to be eligible for health insurance. Persons who reduce their working hours voluntarily will not continue to be eligible for health insurance.

ARTICLE VI – DENTAL INSURANCE

Effective 7/01/07, employees working at least twenty-five (25) hours per week shall be eligible to participate in the district-sponsored dental plan (individual or family), at the same contributory rate as teachers.

ARTICLE VII - DEDUCTIONS

Section 1 - Dues Deductions

The District agrees to deduct from the salaries of employees covered by this Agreement, dues for the Oceanside Federation of Teachers, as said employees individually and voluntarily authorize the district to make such deductions.

Employee authorization will be in writing in the form provided by the District.

Section 2 - Credit Union Deductions

The District shall make provisions for deductions to the Teacher Credit Union upon application by the employee.

Section 3 - NYSUT Benefits Program

The District shall make deductions for the NYSUT Benefits Program upon application by the employee.

Section 4 - Deductions for Tax-sheltered Annuities

The District shall make deductions for tax-sheltered annuity plans. However, effective October 3, 1990, the District shall not be required to make deductions for new plan enrollees in any companies other than:

AXA Equitable Life Insurance Company	Oppenheimer Fund
Fidelity Management Trust	Paul Revere Life Insurance Group
VOYA	T Rowe Price Trust Co
Legend Group – Employee Benefit A/C	Union Central Life Ins Co
Mass Mutual VA	Unity Mutual Life
Met Life of CT (Travelers)	USAA Life Insurance Co
Mutual Inc	Vanguard Fiduciary Trust Co
New York Life Ins. & Annuity Corp	Wilton Reassurance Life Co of NY

A new company may be added to this list provided ten (10) or more employees elect to participate in that company's plan.

Section 5 - VOTE/COPE

The District shall make deductions for VOTE/COPE upon application by the employee.

ARTICLE VIII - IN-SERVICE COURSES

Section 1

- A. Effective 7/1/03, employees who work thirty (30) or more hours per week shall be required to attend ten (10) hours per year of in-service courses at no additional remuneration during their first three years of service. This requirement shall be reduced to six (6) hours per year beginning in the fourth year of the employee's service.
- B. Effective 7/1/03, employees who work less than thirty (30) hours per week shall be required to attend six (6) hours per year of in-service courses at no additional remuneration.

Section 2

All courses will be offered beyond the school day.

ARTICLE IX - GRIEVANCE PROCEDURES

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Section 1 – Definitions

- A. A **Grievance** is a complaint by an employee concerning the effect, interpretation, application or violation of this Agreement.
- B. **Employee** is any employee covered by this Agreement.
- C. **Days** are working school days.
- D. **Aggrieved** is the employee filing a grievance.
- E. **Supervisor** is the person to whom the aggrieved is directly responsible.

Section 2 – Procedures

- A. **Informal Stage**
An employee may present a grievance to his/her supervisor within ten (10) days following the act or condition which is the basis of the grievance. The supervisor shall informally discuss the grievance with the aggrieved and, within five (5) days of aforesaid informal discussion, render a written decision to the aggrieved.

The decision may be pursued in the following manner:

- B. **Stage I**

Within five (5) days of the decision of the supervisor, the aggrieved may appeal the decision to the building principal.

The building principal, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the supervisor with a view to arriving at a mutually satisfactory resolution of the grievance. The building principal shall communicate his/her decision, in writing, to the parties, within five (5) days of the conference.

C. Stage II

Within five (5) days of the decision of the building principal, the aggrieved may appeal the decision to the Assistant Superintendent.

The Assistant Superintendent, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the building principal with a view to arriving at a mutually satisfactory resolution of the grievance.

The Assistant Superintendent shall communicate his/her decision, in writing, to the parties, within five (5) days of the conference.

D. Stage III

Within five (5) days of the decision of the Assistant Superintendent, the aggrieved may appeal the decision to the Superintendent.

The Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the grievance.

The Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

E. Stage IV

Within five (5) days of the decision of the Superintendent, the aggrieved may make a written request to the Superintendent for advisory arbitration. The request shall include the aggrieved's choice of a person to participate on a tripartite arbitration panel as well as a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within three (3) days of receipt of the request for advisory arbitration, the Superintendent shall select the second member of the arbitration panel, and shall notify the aggrieved of his/her choice. The two members so named shall meet within three (3) days thereafter and shall select a third person to serve as chairperson of the tripartite panel. If the two cannot agree within two (2) days on selection of a chairperson, they shall utilize the procedures of the New York State Public Employment Relations Board to assist them in a selection of a chairperson.

Following selection of the chairperson, the Superintendent shall furnish the three members of the panel copies of all documents and papers concerning the grievance.

The chairperson shall convene all parties concerned within a reasonable time of

his/her selection and shall provide the parties with the opportunity to present oral and written statements concerning the grievance.

The tripartite panel shall issue its advisory opinion not later than thirty (30) days from the date of the closing of the hearings. The opinion shall set forth the panel's conclusions on the issue submitted.

The panel shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

The Superintendent shall communicate his/her decision concerning acceptance of the panel's recommendation, in writing, to the aggrieved within five (5) days of receipt of the panel's written opinion.

F. Stage V

If the Superintendent or the aggrieved does not accept the opinion of the tripartite panel, the aggrieved may appeal to the Board of Education within five (5) days after he/she has received the decision of the Superintendent.

The Board, within fifteen (15) days of receipt of the appeal, shall conduct a hearing on the grievance.

The Board shall communicate its decision, in writing, to the aggrieved and to the Superintendent, within thirty (30) days of the hearing.

Section 3 - Rules and Regulations

- A. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any employee from presenting and processing a grievance through the procedures provided in this Article.
- B. An employee shall have the right to be represented at any stage of these procedures by the Federation or a person of his/her choice.
- C. Copies of all documents submitted as evidence in these procedures shall be made available to the parties to these procedures.
- D. Where an employee is not represented by the Federation at Stages III, IV, and V of these procedures, a Federation representative may be present to state his/her views on the grievance. Copies of documents submitted as evidence at these stages shall be made available to the Federation upon request.
- E. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- F. The time limits specified in any step of this procedure may be extended, or shortened, in any specific instance, by mutual agreement.

- G. Records of grievance procedures shall not be made a part of an employee's personnel file.
- H. Appeals of decisions shall be in writing, shall set forth specifically in what manner the decision is erroneous and the remedy desired, and shall state the name of the employee's representative, if any.
- I. Notice of a conference to be held at any of the stages of these proceedings shall be sent to all parties to the proceedings of that stage, including the employee's representative, if any.
- J. The grievance stated in writing at Stage I shall not be changed, altered, or modified at any subsequent stage of these procedures.
- K. An employee may present oral and written statements concerning his/her grievance at any stage of these procedures.
- L. Decisions rendered during any stage of these procedures shall be issued to all parties to the proceedings of that stage, including the employee's representative, if any.
- M. Where a supervisor is a person other than a department chairperson, the aggrieved shall proceed directly to the stage at which his/her supervisor appears in these procedures. Within five (5) days of an informal discussion, the supervisor in question shall communicate his/her decision to the aggrieved in writing.
- N. The parties shall share equally the expense of the chairperson of the arbitration panel.
- O. Decisions of the Superintendent at Stages III and IV, and decisions of the Board at Stage V, shall effect all other employees similarly situated.

ARTICLE X - WORK STOPPAGES

The Federation and the District recognize that strikes and other forms of work stoppages by employees covered by this Agreement are contrary to law and public policy. The Federation and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Federation, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement nor any instigation thereof.

ARTICLE XI - THE AGREEMENT

Section 1

The provisions of this Agreement shall be effective July 1, 2017 and shall remain in full force and effect until June 30, 2022.

Section 2

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 THAT APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3

This Agreement shall not be changed, altered or modified in any manner unless consented to in writing by the parties concerned herein.

Section 4

The two parties shall exchange demands for future contracts no later than February 1, 2022.

ARTICLE XII - LEGAL LIMITATIONS

In the event the terms of this Agreement are contrary to any provisions of appropriate existing federal, state or local statutes, or ordinances, or if any part or portion of this Agreement shall be deemed to be unconstitutional, then only that part or portion of the Agreement which is in conflict with the law, or unconstitutional, shall be considered ineffective and unenforceable, while the balance of the terms and provisions of this Agreement shall continue to be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, this 1ST day of June, 2017.

**OCEANSIDE FEDERATION
OF TEACHERS**

Christa Papp
Pre-K Aides' Chapter Chairperson

Patricia Hatakutola
Affiliates' Vice President

William J. Lovell
President

**OCEANSIDE UNION FREE
SCHOOL DISTRICT**

Regina A. Naughton
Superintendent of Schools