

---

# AGREEMENT

---

by and between the  
**BOARD OF EDUCATION**

of the

**HICKSVILLE PUBLIC  
SCHOOLS**

and

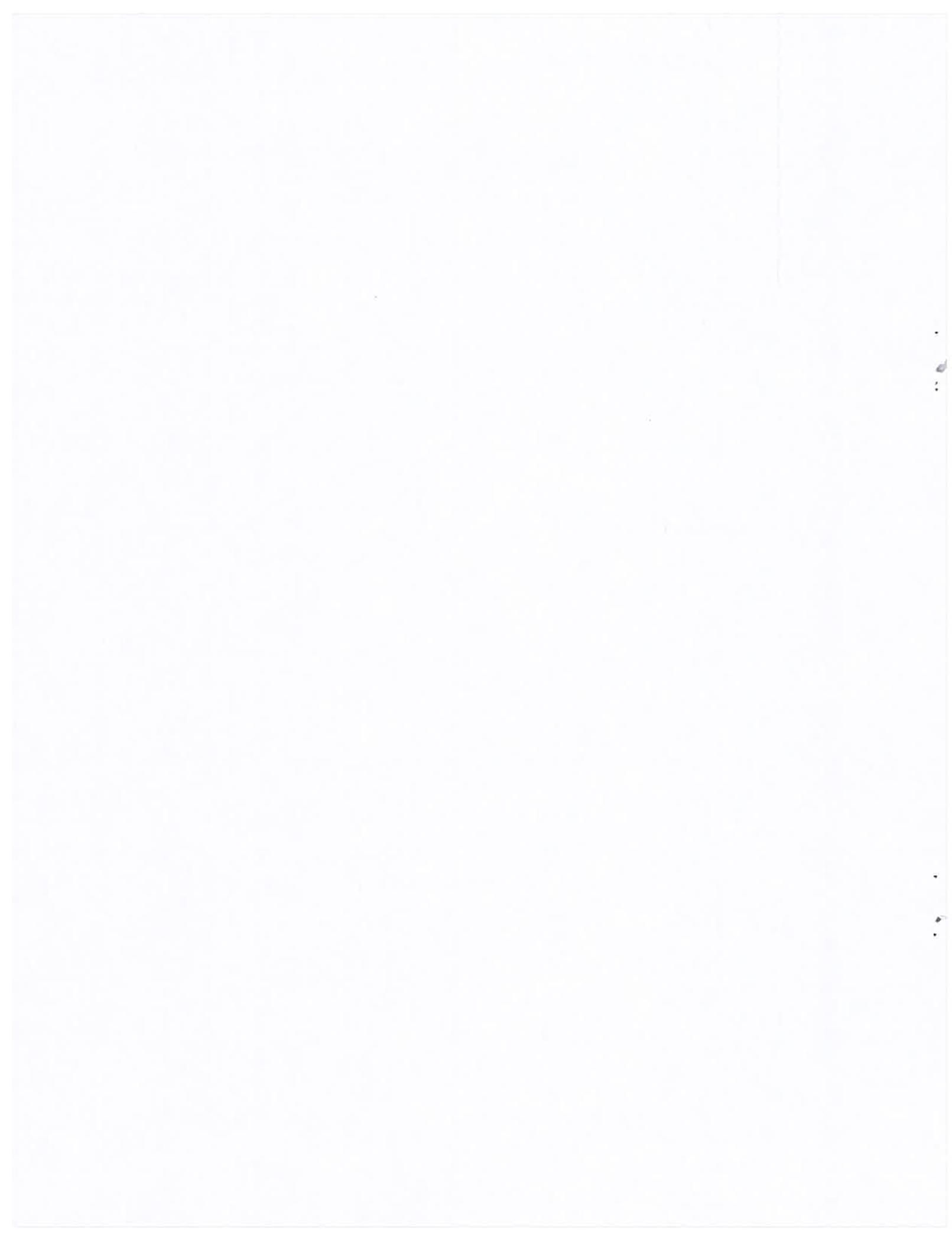
**CSEA, Local 1000 AFSCME,  
AFL-CIO**



Hicksville Public Schools Teacher Aides/Teaching  
Assistants Unit #7587-01

Nassau County Educational Local 865

**July 1, 2022 - June 30, 2027**



HICKSVILLE PUBLIC SCHOOLS  
Hicksville, New York

AGREEMENT entered into this 26th day of May 2022 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 Teacher Aides/Teaching Assistants Unit of CSEA, Local 865, an association of public employees, hereinafter referred to as the "ASSOCIATION", effective beginning July 1, 2022 and ending on June 30, 2027.

**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 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 our 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 any 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 (20) 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) and 1/4 (3.25) or seven (7) consecutive hours for part-time and full-time positions, respectively. The normal workday for Teaching Assistants shall be four (4) or seven (7) consecutive hours. Four (4) hour employees hired on or before July 1, 2007, will be grandfathered in a four (4) hour position until June 30, 2027.

- a. In the event a 4-hour or 7-hour Teaching Assistant is absent, and the position cannot be filled by another part-time Teaching Assistant within the building, current 4-hour Teaching Assistants will be offered the opportunity to work an additional shift in building seniority order.
- b. A district-wide list of Teaching Assistants in District Seniority Order will be in place for short-term and long-term coverage for any building in the District.
- c. The 4-hour Teaching Assistant must indicate their interest in working an additional shift, in writing, on or before the start of each school year and/or by mid-year and must make a commitment to work a minimum of five (5) consecutive school days, if needed. An employee must offer a legitimate reason for not fulfilling a five (5) consecutive school day commitment in order to remain on the list.
- d. The Parties acknowledge the District's authority to determine the level of full-time and part-time staffing of Teacher Aides and Teaching Assistants. For the Extended School Year Program, the District will post available full-time and part-time summer positions, and selection from full-time or part-time employees who apply will be made by Districtwide seniority. Teaching assistants who were excessed in June 2024 will be eligible to become full-time teacher aides on July 1, 2024. Full-time and part-time teacher aides will be divided into two (2) Tiers, as follows:

**Tier 1 Employees:** Those teacher aides who were employed as a full-time or part-time teacher assistant by the District before July 1, 2024 (including those teacher assistants who perform computer support on a full-time basis) and become full-time and part-time teacher aides on July 1, 2024.

**Tier 2 Employees:** Those teaching aides originally hired on or after July 1, 2024 who were not employed by the District as of June 30, 2024.

Tier 1 Employees who were excessed in June 2024 and became full-time teacher aides will retain their salary (including longevity), sick days, holidays, and insurance buyout options as before becoming full-time teacher aides.

- e. When full-time Teaching Assistant positions become available, selection of applicants from part-time Teaching Assistant positions within the District will be made on the basis of seniority, provided the applicant has a minimum of five (5) consecutive years of satisfactory-rated service in the District immediately preceding the application for a full-time position.
- f. Employees working 6.5 hours a day as of June 30, 2022, will be increased to 7 hours a day effective with the start of the 2022-2023 school year.

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.

a. The District will have the discretion to assign any Teacher Aide to toileting duties at any time throughout the year. Any Unit member assigned to toileting duties will receive an additional one dollar (\$1) per hour for the day on which the Unit member was assigned to toileting duties.

3. Unit members hired on or after July 1, 2024, shall be entitled to holidays as follows:

If the Unit member has worked 95% or more of their workdays in the previous year, such Unit member shall receive eight (8) holidays.

If the Unit member has worked between 90% and 94.99% of their workdays in the previous year, such Unit member shall receive six (6) holidays.

If the Unit member has worked between 85% and 89.99% of their workdays in the previous year, such Unit member shall receive five (5) holidays.

If the Unit member has worked between 80% and 84.99% of their workdays in the previous year, such Unit member shall receive one (1) holiday.

If the Unit member has worked less than 80% of their workdays in the previous year, such Unit member shall receive zero (0) holidays.

Where a Unit member provides discharge papers from a hospital indicating clearance to return to work after being admitted to a hospital for a stay of more than 24 hours, such days will be excluded from the calculation reducing sick days as provided in this Subsection.

Effective July 1, 2022, holidays selected by the Superintendent or his/her designee, shall be added as follows:

2022-2023	4 holidays
2023-2024	6 holidays total
2024-2025	8 holidays total
2025-2026	11 holidays total
2026-2027	11 holidays total

Effective July 1, 2022, Sick Leave shall be added, as follows:

After completion of 1 year – 1 sick day  
After completion of 3 years – 2 sick days total  
After completion of 5 years – 4 sick days total  
After completion of 10 years – 7 sick days total

Unused sick leave will be paid out to the employee at the end of the school year.

For Tier 2 Employees, sick days shall be afforded as follows:

After one year, one sick day.  
After three years, two sick days.  
After five years, four sick days.  
After ten years, a sliding scale to determine sick days shall be employed as follows:

If the Unit member having ten years of service at the District has worked 95% or more of their workdays in the previous year, such Unit member shall receive seven (7) sick days.

If the Unit member having ten years of service at the District has worked between 90% and 94.99% of their workdays in the previous year, such Unit member shall receive six (6) sick days.

If the Unit member having ten years of service at the District has worked between 85% and 89.99% of their workdays in the previous year, such Unit member shall receive four (4) sick days.

If the Unit member having ten years of service at the District has worked between 80% and 84.99% of their workdays in the previous year, such Unit member shall receive three (3) days.

If the Unit member having ten years of service at the District has worked less than 80% of their workdays in the previous year, such Unit member shall receive zero (0) sick days.

Where a Unit member provides discharge papers from a hospital indicating clearance to return to work after being admitted to a hospital for a stay of more than 24 hours, such days will be excluded from the calculation reducing sick days as provided in this Subsection.

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. Effective July 1, 2022, there shall be a 15-minute break for all unit members, except part-time teacher aides.

There shall be a half-hour paid lunch for Full-Time Teaching Assistants, and for any 4-hour Teaching Assistant who is required to work a second shift without break at the request of the principal.

All part-time aides shall be entitled to a 30-minute unpaid lunch when working more than 6 hours.

All full-time teacher aides will receive a 30-minute paid lunch, and a 15-minute paid break.

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. All unit employees are required to indicate the time when they sign in to work.
7. Emergency Closings – When the schools of the District are closed for students and teachers on 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. Health Insurance coverage is offered to full-time employees only, at the NY State mandated minimum employer contribution, which as of July 1, 2022 is 50% for individual coverage and 35% for family coverage.

Any eligible full-time unit member shall have the option of dropping his/her health insurance coverage or changing said coverage from the family to individual coverage. The exercising of the option referred to above shall be subject to the rules and regulations of the District's health insurance provider. A unit member who exercises this option shall receive \$3,000 if eligible for family coverage, or \$1,500 if eligible for individual coverage.

1. The unit member must notify the District no later than October 1<sup>st</sup> of each school year of his/her decision to change insurance coverage.
2. A unit member who has exercised his/her option of dropping or changing coverage as referred to herein may not reenter the health insurance plan or coverage unless the District is notified on or before October 1<sup>st</sup> of each school year.

Reentry or change of coverage shall also be subject to the rules and regulations of the District's health insurance provider.

Payment to the unit member as referred to herein shall be made in two equal installments; the first being on the first pay period in January and the second being the last pay period in June.

9. There shall be a reconstruction of the teacher aide/teaching assistant seniority list so as to provide for District-wide seniority K-12. Current teacher aides as of July 1, 2024 shall be offered full-time aide positions before any new full-time teacher aides are hired. To the extent permitted by Civil Service Law and local civil service rules, seniority for full-time

aides, except for the purposes of layoffs/excessing, shall be calculated by the District based on their original date of service in the District provided there has been no break in service since such date. For the purpose of this Subsection, a layoff shall not be considered a break in service.

10. Teaching Assistants will be required to work on Teacher Orientation Day.
11. Employees may be required to attend up to four two (2) hour workshops each year, with pay, during non-work hours.
12. Any Unit member performing computer support on a full-time basis at the conclusion of the 2023/2024 school year shall be placed in computer support as an aide on a full-time basis to the extent the District has the need for such individuals to perform computer support duties.

The District has established that any Unit member performing computer support on a part-time basis at the conclusion of the 2023/2024 shall be placed in computer support as an aide on a part-time basis to the extent the District has need for such individuals to perform computer support duties.

## **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 on Hicksville school district matters in which he/she is not a party. 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 five (5) days 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.
3. Employees unable to report to their assigned shift must report their absence in advance of the commencement of their workday, using the District's absence reporting system.

**ARTICLE VI**

**SALARIES**

<b>2022-2023</b>	<b>2%</b>
<b>2023-2024</b>	<b>2%</b>
<b>2024-2025</b>	<b>2%</b>
<b>2025-2026</b>	<b>2%</b>
<b>2026-2027</b>	<b>2%</b>

The salary for teaching assistants for the 2022-23 school year shall be \$25.29 per hour.

The salary for teaching assistants for the 2023-24 school year shall be \$25.80 per hour.

The salary for teaching assistants for the 2024-25 school year shall be \$26.32 per hour.

The salary for teaching assistants for the 2025-26 school year shall be \$26.85 per hour.

The salary for teaching assistants for the 2026-27 school year shall be \$27.39 per hour.

The salaries for Tier 2 Employees shall be as set forth in the Memorandum of Agreement between the District and the Unit, duly executed on January 3, 2024, which provides:

- 2024/2025 - \$22.44
- 2025/2026 - \$22.88
- 2026/2027 - \$23.34

Employees who have completed ten (10) years of service shall receive a longevity payment of One thousand and Fifty (\$1,050.00) Dollars. Employees who have completed fifteen (15) years of service shall receive an additional Six Hundred (\$600.00) Dollars. Employees who have completed twenty (20) years of service shall receive an additional Six Hundred (\$600.00) Dollars. Employees who have completed twenty-five (25) years of service shall receive an additional One Hundred (\$100.00) Dollars.

Seven (7) hour employees will receive longevity as per page 9, Article VI of the current contract. Part-time years of service will carry over on a 1:1 basis to full-time service for credit towards full-time longevity payment.

The District shall provide all necessary professional development courses to all Unit members who are certified as teaching assistants to maintain such certification in New York State.

Effective July 1, 2022, part-time employees shall receive longevity as follows:

(i)	Pre-2013 part-time employees:		
	5 years -		\$700
	10 years -	additional	\$850
	15 years -	additional	\$850
	20 years -	additional	\$850
	25 years -	additional	\$350
	30 years -	additional	\$250
	Total		\$3850

(ii)	Post-2013 part-time employees		
	5 years		\$250
	10 years -	additional	\$1300
	15 years -	additional	\$850
	20 years -	additional	\$850
	25 years -	additional	\$350
	30 years -	additional	\$250
	Total		\$3850

## **ARTICLE VII**

### **PERSONNEL FILES**

Employees shall have the right, upon request and subject to the scheduling of a mutually convenience 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.

CSEA agrees, upon full ratification of this Memorandum to Agreement, to withdraw, with prejudice, the Improper Practice Charge filed under PERB Case No. U-38254, in addition to any pending grievance filed by CSEA regarding full-time Teaching Assistants.

**ARTICLE IX**

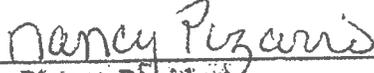
The provisions of this Agreement shall be effective as of July 1, 2022, and shall terminate as of June 30, 2027.

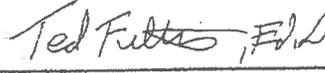
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 23<sup>rd</sup> day of October, 2024.

BOARD OF EDUCATION  
HICKSVILLE UNION FREE  
~~SCHOOL DISTRICT~~

CSEA, Local 1000, AFSCME,  
AFL, CIO, Hicksville Teacher Aides/  
~~Teaching Assistants Unit of CSEA,~~  
LOCAL 865

By:   
Annette Beiner, President

By:   
Nancy Pizarro, President

By:   
Dr. Theodore Fulton  
Superintendent of Schools

By:   
Patrick Naglieri  
CSEA Labor Relations Specialist







**Local 1000, AFSCME, AFL-CIO**  
**143 Washington Ave., Albany, NY 12210**

**Mary E. Sullivan, President**

