



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Evergreen Charter School and Evergreen Charter Staff Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2013)**

Employer Name: **Evergreen Charter School**

Union: **Evergreen Charter Staff Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **10312**

Unit Size: **29**

Number of Pages: **12**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>



SETH H. AGATA
CHAIRPERSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
PO BOX 2074, ESP Bldg 2, 18th FL
ALBANY, NEW YORK 12220-0074
TEL (518) 457-2922
FAX (518) 457-2664
www.perb.ny.gov

**OFFICE OF
ADMINISTRATION**

November 19, 2015

Superintendent
Evergreen Charter School
605 Peninsula Blvd.
Hempstead, NY 11550

Dear Representative:

As you may be aware, one of PERB's statutory functions is to "act as a clearing house of information relating to, conditions of employment of public employees throughout the state" {CSL Sec. 205.5(e)}. We are asking for your cooperation in updating our file of public sector labor contracts. Since we now have the capacity to post collective bargaining agreements to the Internet, we would like to offer enhanced historical data to you and the public.

Please send us your current agreements, as well as all contracts from the past that include the years 2005 and later, if you have not done so already. Please indicate on the cover in the lower right-hand corner the number of employees covered by the agreement. If you signed addendums to roll-over contracts, please send those and the original contracts. PERB Rule 214.1 requires employers to provide these contracts to NYCRR, title 4, chapter VII. If a new contract has not been finalized or is currently under negotiation, please send the past contracts and submit a copy of the new agreement when printed.

Contracts should be electronically mailed to perbinfo@perb.ny.gov, if possible, otherwise they may be sent to Robert Hess at the letterhead address. Contracts may also be faxed to **(518) 457-2664**. If either party to any agreement has questions, feel free to call Robert Hess at **(518) 457-2922**.

Thank you for your cooperation in this effort.

Sincerely,

Seth H. Agata, Chairperson

AGREEMENT

By and Between the

EVERGREEN CHARTER SCHOOL

and

EVERGREEN CHARTER STAFF ASSOCIATION

July 1, 2013 - June 30, 2016

Employees covered by Agreement

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE I: <u>RECOGNITION AND DESIGNATION</u>	1
ARTICLE II: <u>DURATION</u>	1
ARTICLE III: <u>PAYROLL DEDUCTIONS</u>	1
ARTICLE IV: <u>SALARY</u>	2
ARTICLE V: <u>INSURANCE AND RELATED BENEFITS</u>	3
ARTICLE VI: <u>LEAVES</u>	4
ARTICLE VII: <u>PROTECTION OF UNIT MEMBERS</u>	5
ARTICLE VIII: <u>WORK DAY/WORK YEAR</u>	5
ARTICLE IX: <u>EMPLOYEE EVALUATIONS</u>	6
ARTICLE X: <u>GRIEVANCE PROCEDURE</u>	6
ARTICLE XI: <u>MANAGEMENT RIGHTS</u>	7
ARTICLE XII: <u>STATUTORY CLAUSE</u>	7

PREAMBLE

This agreement is the result of collective negotiations between the EVERGREEN CHARTER SCHOOL (hereinafter referred to as the "School"), Hempstead, Nassau County, New York, and the EVERGREEN CHARTER STAFF ASSOCIATION, NYSUT, AFT, AFL-CIO (hereinafter referred to as the "ECSA" or "Association,") which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the School and may be changed only through the mutual agreement of the School and the Association.

ARTICLE I RECOGNITION AND DESIGNATION

The Evergreen Charter School recognizes the Evergreen Charter Staff Association, NYSUT, AFT, AFL-CIO as the exclusive bargaining representative for all of its professional employees, to wit: teachers, teacher assistants, reading specialists, nurses and social workers for the maximum period permitted pursuant to the provisions of the Civil Service Law of the State of New York. The specific duties of the members of this Unit will be established by the School in conformity with Education Law and Regulations.

ARTICLE II DURATION

The terms of this Agreement shall be three (3) year(s) commencing on July 1, 2013 and terminating June 30, 2016.

ARTICLE III PAYROLL DEDUCTIONS

1. Dues Deduction

During the period of recognition, the School shall deduct membership dues and/or assessments from the salaries of bargaining unit members for the Association and its affiliates upon presentation to the Board of written authorizations signed by the individual member. The authorization form shall be prepared and distributed by the Association and shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the School from any liability. The School shall transmit monies collected to a place designated in writing by the Association.

2. Agency Fee

The School shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association certifies that it has adopted such procedure for the refund of agency shop fee deductions as required in Section

Three of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union shall indemnify and save and hold the School and any and all of its employees, representatives, officers and/or Board members harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken or not taken by the School or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law. In addition, the Union shall reimburse the School for any and all legal expenses associated with the defense of any such claim, demand or suit. This provision for agency shop deduction shall continue in effect so long as the Association maintains such procedure.

ARTICLE IV **SALARY**

1. Year 1 (2013/2014)

Unit members shall receive a 1.5% increase in base wages over the wages received in the 2012/2013 school year.

2. Year 2 (2014/2015)

Unit members shall receive a 1.5% increase in base wages over the wages received in the 2013/2014 school year.

3. Year 3 (2015/2016)

Unit members shall receive a 1.5% increase in base wages over the wages received in the 2014/2015 school year.

4. Starting Salaries

The following starting salaries shall be in effect commencing with the 2015/2016 school year.

- a. Teacher - \$45,000 if the individual does not possess at least a Master's Degree in Education; \$50,000 with an earned Master's Degree in Education. If a teacher who does not possess at least a Master's Degree in Education at his/her time of hire earns a Master's Degree in Education after the start of his/her employment with the School, such teacher shall be granted a \$5,000 increase to his/her annual base wage upon evidence to the Administration of a completed Master's Degree in Education.
- b. Nurse - \$45,000
- c. Reading Specialist - \$50,000
- d. Social Worker - \$50,000

- e. Teacher Assistant with at least a Master's Degree in Education - \$35,000; Teacher Assistant who does not possess at least a Master's Degree in Education - \$30,000. If a Teacher Assistant who does not possess at least a Master's Degree in Education at his/her time of hire earns a Master's Degree in Education after the start of his/her employment with the School, such Teacher Assistant shall be granted a \$5,000 increase to his/her annual base wage upon evidence to the Administration of a completed Master's Degree in Education.
5. To be eligible for retroactive payments under paragraphs 1 and 2 above, unit members must have been employed during the applicable period and at the time of the full execution of the memorandum of agreement.

ARTICLE V
INSURANCE AND RELATED BENEFITS

1. **Health Insurance:**

The District has agreed to provide health care insurance coverage to employees subject to the following premium contribution requirements for employees:

- a. Effective July 1, 2014, unit members hired prior to July 1, 2014, will contribute ten percent (10%) towards the cost of the health insurance premium if enrolled in the School's base health insurance plan. This ten percent (10%) contribution shall be based upon the cost of individual coverage for the base plan, regardless of whether the employee opts for individual or family coverage.
- b. Effective July 1, 2014, unit members hired on or after July 1, 2014 will contribute fifteen percent (15%) towards the cost of health insurance premium if enrolled in the District's health insurance premium if enrolled in the School's based health insurance plan. This fifteen percent (15%) contribution shall be based upon the cost of individual coverage for the base plan, regardless of whether the employee opts for individual or family coverage.
- c. The School currently provides two (2) health insurance plans to employees, a base plan and a buy-up plan. For as long as the School offers the buy-up plan, employees who choose to enroll in the buy-up plan shall be required to pay the difference in premium cost between the base plan and the buy-up plan in addition to paying the monetary equivalent of the applicable employee contribution percentage for the base plan as set forth above. However, the School may discontinue the buy-up plan at any time.
- d. The Association shall be notified prior to any material change in the School's health insurance plan, including a change in health insurance carrier. However, the selection of the health insurance plan and its carrier(s) is in the sole discretion of the School.

2. Dental Insurance:

The School will provide dental insurance to unit members at no cost to the employee. The Association will be notified prior to any material change in the School's dental insurance plan, including a change in dental insurance coverage. However, the School shall retain sole discretion as to the selection of the dental insurance plan and its carriers.

3. Optical Coverage:

The School will provide a vision care program to Unit members at no cost to the employee. The Association shall be notified prior to any material change in the School's optical insurance plan, including a change in the optical insurance carrier. However, the School shall retain sole discretion as to the selection of the optical insurance plan and its carrier(s).

4. Life Insurance:

The School will continue to provide employees with life insurance, at no cost to the employee. However, the School shall retain sole discretion as to the selection of the life insurance plan and its carrier(s).

5. Long Term Disability Insurance:

The School will continue to provide employees with long term disability insurance, at no cost to the employee. However, the School shall retain sole discretion as to the selection of the long term disability insurance plan and its carrier(s).

6. Tax Sheltered Annuity:

The School shall continue to make a tax sheltered annuity plan available to all unit members. Selection of the carrier of such annuity program shall be mutually agreed to by the parties. The School shall continue to provide a system of payroll deductions to allow unit member contributions into his or her annuity plan.

ARTICLE VI
LEAVES

1. Sick Leave: Unit members will be granted eight (8) paid days for sick and/or personal reasons. Such days may be used for sick or personal leave purposes. Sick days may be accumulated up to a maximum of forty (40) days. Any unused sick/personal days standing to the unit member's credit at the end of the school year may be redeemed for compensation at a rate of 1/200th of the unit member's annual salary. However, unit members may only receive compensation for a maximum of eight (8) days in any one (1) school year or upon termination of employment.

2. Bereavement Leave:

In the case of the death of a member of the immediate family, who are defined as spouse, parent, child, sibling, father-in-law or mother-in-law, a unit member shall be allowed a leave of absence not to exceed three (3) days.

ARTICLE VII
PROTECTION OF UNIT MEMBERS

1. Prior to the imposition of disciplinary action against a unit member, the unit member shall receive notice of the impending action and shall be entitled to meet with a representative of the Administration wherein they will be informed of the reasons for the discipline and will be afforded an opportunity to respond. Unit members shall be notified of their right to union representation at such meeting.

2. Upon three (3) days advance notice to the Principal, a unit member shall be permitted to examine the contents of his/her personnel file in the presence of a School Administrator.

ARTICLE VIII
WORK DAY/WORK YEAR

1. Work Year: The work year shall be 199 days inclusive of ten (10) professional development days. If the School must schedule make-up days due to emergency closings, those days will be added to the end of the school year. Unit members are not required to report to work during school recess periods or holidays denoted in the school calendar.

2. Work Day:

i. The work day shall be eight (8) hours and thirty (30) minutes, with an arrival time of 7:50 a.m. and a departure time of 4:20 p.m. Notwithstanding the foregoing, the School may modify the arrival and departure times as needed, so long as the work day does not exceed eight (8) hours and thirty (30) minutes. Unit members are required to electronically punch in and out in accordance with the practice in effect as of the date of full ratification of the Memorandum of Agreement.

ii. Teachers shall be required to attend three (3) parent-teacher conferences each school year, the scheduling of which shall be at the School's discretion.

iii. Unit members shall attend one faculty meeting per month and one grade level meeting per month, the scheduling of which shall be at the School's discretion.

iv. Those unit members not assigned to a classroom, including social worker(s), physical education teacher(s) and ESL teacher(s), shall be required to perform cafeteria duty during student lunch periods.

- v. Unit members will be provided with a duty-free lunch period in the equivalent of one (1) class period.
- vi. Classroom teachers will be provided with two (2) preparation periods each day.
- vii. Unit members shall be required to supervise the arrival and dismissal of students at the beginning and end of the school day, respectively.

ARTICLE IX
EMPLOYEE EVALUATIONS

Unit members shall be formally observed twice a year and shall receive a summative evaluation at the end of each school year. Notwithstanding the foregoing, the School retains its right to informally observe unit members as needed throughout the school year.

ARTICLE X
GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the Board of Trustees and its employees, the policy and purpose of this procedure is to provide for the settlement of differences through an orderly grievance procedure.

Any dispute arising concerning the interpretation or application of the terms of this Agreement (or the rights claimed to exist thereunder) shall be processed in accordance with the following procedure:

The time limit set forth herein may be modified by mutual agreement of the parties. The Association retains the right to decline to process a grievance after review of the grievance.

Step 1:

The unit member orally and informally shall confer with his/her principal or immediate supervisor.

Step 2:

If the grievance is not resolved to the satisfaction of the unit member at the first step, the Association may file a written grievance with the principal on the unit member's behalf. Failure to bring a grievance to this step within thirty (30) working days of the occurrence or act forming the basis for the grievance will result in the grievance being waived. The principal has ten (1) working days to file a written response to the grievance.

Step 3:

If the grievance is not resolved at the second step, or if no decision is rendered within ten (1) working days, the Association may submit, on behalf of the unit member(s), the grievance, in

writing, to the Board of Trustees for a review of the grievance within ten (10) working days. The Board of Trustees has twenty (20) working days to file a written response to the grievance. The decision of the Board shall be the final step in this process and binding.

ARTICLE XI
MANAGEMENT RIGHTS

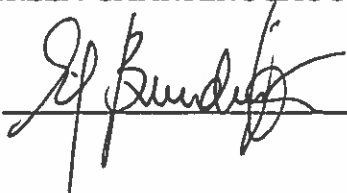
The Association acknowledges that the Board of Trustees has the sole right of management and superintendence of the School. Further, the parties recognize that the management of the School, the control of its properties, and the maintenance of order and efficiency are solely responsibilities of the Board of Trustees. Accordingly, the Board of Trustees retains all rights, except as they may be specifically and expressly modified in this Agreement, including but not limited to selection and direction of the work force, to assign employees various duties as are deemed appropriate, to perform an eight (8) and one half (1/2) hour work day, or shorter period for part-time employees, to determine work standards, to assign, promote or transfer, to determine the work to be performed, and to make reasonable and binding rules which shall not be inconsistent with the Agreement.

ARTICLE XII
STATUTORY CLAUSE

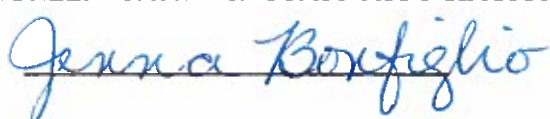
IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties herein have set their hands and seal this 27 day of October, 2015.

EVERGREEN CHARTER SCHOOL

By:  _____

EVERGREEN CHARTER STAFF ASSOCIATION

By:  _____

