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#### **Contract Database Metadata Elements**

Title: **Franklin Square Union Free School District and Head Custodians Association (2006) (MOA)**

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Union: **Head Custodians Association**

Local:

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## MEMORANDUM OF AGREEMENT

This agreement made by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, hereinafter referred to as "BOARD", and the HEAD CUSTODIANS ASSOCIATION hereby termed the "ASSOCIATION".

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, the BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this agreement, and, therefore, agree that, unless both parties agree in writing to re-open the agreement as to any item, negotiations will not be re-opened on any item, whether contained herein or not, during the life of this agreement.

### I. RECOGNITION CLAUSE

The BOARD, having determined that membership in the Head Custodians Association is supported by a majority of its employees currently employed in the following categories, hereby recognizes the said ASSOCIATION as the sole bargaining agent for those employees with Head Custodian I and Head Custodian II titles.

The BOARD hereby grants to the Head Custodians Association, hereinafter called the ASSOCIATION, unchallenged representation status until seven months prior to the expiration of this written agreement in accordance with Section 208 (2) of the Civil Service Law. This agreement shall cover the fiscal years of the employer July 1, 2006 through June 30, 2010.

The ASSOCIATION agrees not to engage in, cause, instigate, encourage or condone a strike.

On or about December 1, 2010, representatives of the ASSOCIATION and representatives of the BOARD shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control of the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district.

If such an agreement is not reached at least sixty (60) days prior to the next budget submission date, an impasse may be deemed to exist. Either party may request the services of the Public Employment Relations Board as prescribed by Article 14 of the Civil Service Law.

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 therefore shall not become effective until the appropriate legislative body has given approval.

## **II. GRIEVANCE PROCEDURES**

### **A. Basic Principles**

1. All Head Custodians I and II shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or conditions of employment without fear of coercion, discrimination, or reprisal.

2. All Head Custodians I and II shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.

3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.

4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

5. It is also understood that, if the Civil Service employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

### **B. Definitions**

1. "Head Custodian" shall mean any member included in the Head Custodians Association of the Franklin Square U.F.S.D.

2. The term "Board of Education" means duly elected trustees of the Franklin Square Union Free School District.

3. "Grievance" means any alleged violation, misinterpretation, or inequitable application of existing laws, or policies of the Board of Education, or School Administration, which involves the Head Custodian's health or safety or physical facilities affecting him/her. It excludes any matter involving disciplinary proceedings, termination of employment,

compensation, retirement benefits, or any other matter which is otherwise reviewable pursuant to law, Civil Service regulations, or any rules or regulations have the force and effect of law.

4. "Complainant" means any Civil Service Head Custodian Association employee (as defined above) who presents an alleged grievance.

5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting Head Custodians.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command.

**C. Procedures for Individual Grievance**

**1. First Stage - Informal Presentation**

a. A Head Custodian who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy this situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.

b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.

c. The immediate supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

**2. Second Stage - Written Statement**

a. If the complainant is not satisfied with the decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Business Administrator. Such request shall be in writing (three copies) and shall specify in detail the grievance and relief sought. One copy shall be given to the immediate supervisor, one copy to the Business Administrator, and one copy retained by the complainant. Thereupon, and within five days after receiving such request, the immediate supervisor of the complainant shall submit to the Business Administrator a written statement concerning the facts of the grievance and his/her recommendations for

resolution of the grievance.

b. Within five days of receipt of the immediate supervisor's statement, the Business Administrator shall make his/her decision in writing, including fact-findings, conclusions and recommendations and shall give a copy of this to the complainant.

c. Head Custodian II employees will bypass this step.

### 3. Third Stage

a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which the said decision is in error or improper and giving a copy to the immediate supervisor and the Business Administrator. Thereupon, and within five days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant within ten days, in writing, of his/her decision.

### 4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of School's decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The Board, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the Board, the meeting may be held before the Board, a committee of the Board, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days, from the date of mailing of the notice thereof.

d. The Board, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the Board, with a copy furnished to the complainant or his/her representative.

### **III. HEALTH INSURANCE**

#### Hospitalization

The Board agrees to participate in all of the options of the New York State Empire Health Insurance Plan Core plus Enhancements.

For the contract year July 1, 2006, the Board agrees to pay 90% of the cost of the Empire Plan Core plus Enhancements for individual, dependent and family coverage or the same amount of money towards the payment of any of the other options if the unit member chooses such other option.

For the contract years July 1, 2007 through June 30, 2009, the Board agrees to pay 88% of the cost of the Empire Plan Core plus Enhancements for individual, dependent and family coverage or the same amount of money towards the payment of any of the other options if the unit member chooses such other option.

Effective July 1, 2009, the Board agrees to pay 85% of the cost of the Empire Plan Core plus Enhancements for individual, dependent and family coverage or the same amount of money towards the payment of any of the other options if the unit member chooses such other option.

Health Insurance coverage is extended through the last year of the contract for any employee retiring during the term of the contract.

The District shall have the option to change health insurance carriers providing all benefits of the new carrier are equal to or better than the benefits being provided at the time of such proposed change. In the event the District plans to change the health insurance carrier, it shall submit such new program to the union for their review at least forty-five (45) days prior to the intended change.

Effective July 1, 2006, as a prerequisite to receiving health insurance, each employee hired subsequent to July 1, 2006 and his/her dependents must submit satisfactory proof that health insurance, equal to or better than that offered by the District, is not available to the employee and/or his/her dependents from any other source.

There shall be an open window period when an employee who declined coverage because he/she was previously covered by some other health coverage and status that would have been in effect if the employee had not waived coverage provided such employee remains uncovered for at least twelve (12) months. The open window period shall begin on the first day next following the ending of the twelve (12) month period of non-coverage and continue for sixty (60) calendar days thereafter.

New employees will not be eligible for health insurance coverage until they have been employed by the Franklin Square Union Free School District for six (6) full months. However, employees will be permitted to purchase, at their own expense, coverage for the first six months. Health insurance coverage, paid by the District, for new employees will commence on the first day of their seventh month of employment.

#### **IV. DENTAL INSURANCE**

Effective July 1, 2006, the Board shall pay eighty per cent (80%) towards the purchase of a dental insurance plan covering all employees. Employees who participate shall contribute twenty (20%) of the cost towards such plan.

#### **V. LIFE INSURANCE**

The District will provide each Head Custodian I and each Head Custodian II with a life insurance policy in the face amount of \$10,000.

#### **VI. JURY DUTY**

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for the purpose stipulated in "1" shall not be charged against sick or personal leave.
3. All remuneration received by an employee for service as provided in "1" hereof shall be paid over to the Board within five (5) days after the same shall have been received.

#### **VII. SICK LEAVE**

1. Absence from duty because of personal illness shall be excused with full pay on the basis of the following:

- a. Twelve (12) days per year for an employee who has served less than three (3) years.
- b. Fifteen (15) days per year for an employee who has served more than three (3) years.

2. Unused sick leave will be cumulative indefinitely for those employed prior to July 1, 2002. For those hired after July 1, 2002, sick leave will be accumulated to a maximum of 150 days.

3. For extended illness or injury beyond accumulated sick leave, an employee of this District, upon the recommendation of the Superintendent of Schools and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.

#### **VIII. BEREAVEMENT**

Employees may receive up to three days bereavement leave for the death of an immediate family member: parents, spouse, children, grandparent or grandchild.

#### **IX. PERSONAL EMERGENCY LEAVE**

1. Requests for Personal Emergency Leave must state the specific reason for the request, and must have the advance approval of the Superintendent of Schools.

2. Absence from duty so approved because of personal emergencies shall be excused with full pay for a period of three (3) days per year. One-half of the unused personal emergency leave will be converted to sick leave at the end of each school year.

3. Additional days beyond the three (3) allowed may be charged against the employee's accumulated sick leave for just and urgent reasons when approved by the Superintendent of Schools.

4. Personal leave for any other reasons may be granted at the discretion of the Superintendent of Schools.



## **X. RETIREMENT**

The BOARD shall continue to grant the members of the ASSOCIATION the benefits of the 1/50 non-contributory New York State Employees Retirement Plan retroactive to 1938. The District shall provide retirement coverage in the State Employees Retirement System for "plan known as 75-g".

## **XI. WORKERS' COMPENSATION**

Employees absent because of injury arising out of and in the course of employment shall be granted and charged against sick leave with full pay which shall not exceed accumulated sick leave. Money received by an employee as Workers' Compensation shall be reimbursed to the District, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused days of sick leave and added to accumulated sick leave.

## **XII. BUILDING INSPECTIONS**

Each building shall be inspected on a regular basis: on holidays, Saturdays and Sundays and when school is closed. Each building shall be inspected prior to noon by a custodian assigned by the Head Custodian of such building or by the Head Custodian himself. All custodians must be available for such assignment.

This building check shall be paid for on a one hour overtime basis.

## **XIII. CONFERENCES**

An employee may attend a conference on recommendation of his/her immediate supervisor and building principal, and on approval of the Superintendent of Schools.

## **XIV. HOLIDAYS**

There shall be seventeen (17) paid holidays each school year. The ASSOCIATION shall recommend specific dates to the Superintendent of Schools on or before April 30th of each year for his/her approval.

## **XV. UNIFORMS**

For all employees covered under this agreement, the Board shall provide four (4) uniforms, one (1) jacket, and one pair of safety shoes each year. The same dollar amount can be spent in any configuration.

## **XVI. HOURS OF WORK AND OVERTIME**

A full time Head Custodian I or Head Custodian II shall work twelve (12) months a year (less vacation time), five (5) days a week, eight (8) hours per day. Work beyond the foregoing shall constitute overtime and be paid for as follows:

Saturdays and Emergency Closings	Time and one-half
Sundays and Holidays	Double time
Snow Removal Time	Time and one-half

Notwithstanding the foregoing, when schools are not in regular session, the hours will be reduced to thirty-five (35) per week.

Except in emergencies, which will be determined by the building principal or the Superintendent of Schools, the Head Custodian's working hours will be scheduled between 7 a.m. and 5 p.m.

During summer, spring, holiday, and winter vacations/recesses, each building Head Custodian I or Head Custodian II shall have the option to reduce the lunch hour from one hour to one-half hour, and on such days the employee's work day shall end one-half hour earlier.

## **XVII. SALARIES/LONGEVITY**

For the 2006-2007 school year, the salary of each Head Custodian I and Head Custodian II will be increased by \$3,000 + 4.5% over the total base salary earned in the 2005-2006 school year.

For the 2007-2008 school year, the salary of each Head Custodian I and Head Custodian II will be increased by 4.5%.

For the 2008-2009 school year, the salary of each Head Custodian I and Head

Custodian II will be increased by 4.0%.

For the 2009-2010 school year, the salary of each Head Custodian I and Head Custodian II will be increased by 3.5%.

Longevity increases will be awarded as follows:

5 years of service:	\$300.00
10 years of service:	\$500.00
15 years of service:	\$750.00
20 years of service:	\$825.00
25 years of service:	\$875.00
30 years of service:	\$900.00

### **XVIII. VACATIONS**

All full time Head Custodian I and Head Custodian II employees shall be entitled to vacations with pay during each 12 month period of full time employment as follows:

1. One (1) day for each full month during the first school year of employment, not to exceed ten (10) days.
2. Ten (10) days for an employee who has served continuously for at least one (1) year and less than four (4) full years.
3. Employees who have completed from four (4) to thirteen (13) years of continuous service will receive vacation days as follows:

Completed 4 years	11 days vacations
Completed 5 years	12 days vacation
Completed 6 years	13 days vacation
Completed 7 years	14 days vacation
Completed 8 years	15 days vacation
Completed 9 years	16 days vacation
Completed 10 years	17 days vacation
Completed 11 years	18 days vacation
Completed 12 years	19 days vacation
Completed 13 years	20 days vacation

Head Custodian II shall be entitled to 25 vacation days after having completed 30 years service in the District.

4. Vacations shall be taken during a time to be determined by the immediate supervisor and approved by the Superintendent of Schools.

5. Vacations may not be taken during the two (2) weeks prior to the opening of school, the first week of a school year, and the last week of a school year.

6. Employees covered under this agreement will be eligible to receive payment for vacation days – up to a maximum of ten (10) days at the employee's current rate of pay – if the employee is unable to take said vacation days due to building work load. Payment of said vacation days requires the approval of the building principal and the Superintendent of Schools.

### **XIX. MEETINGS**

Twice a year, if necessary, the Superintendent of Schools shall meet with representatives of the ASSOCIATION for purposes of discussing matters of mutual concern and interest, provided the ASSOCIATION shall submit to the Superintendent of Schools, sufficiently in advance of the meeting, an agenda specifying the items the ASSOCIATION wishes to discuss.

### **XX. TERMINAL LEAVE**

During the final year of service, employees shall, upon duly executed application, receive additional salary at retirement, on the basis of one (1) day's pay for each three (3) days of accumulated and unused sick leave at the rate of pay hereinafter set forth.

Compensation shall be on the basis of  $1/240$  of the employee's final year's contract salary times  $1/3$  of the number of accrued unused sick leave days at the rate of pay prevailing during the last school year of actual service.

For employees hired prior to July 1, 2002, terminal leave pay will remain unchanged. For employees hired after July 1, 2002, the terminal leave pay will be on the basis of  $1/240$  of the employee's final year salary times  $1/3$  of the number of accrued unused sick leave days, not to exceed 150 accumulated days, at the rate of pay prevailing during the last school year of actual service. There will be no terminal leave benefits for employees hired after July 1, 2006.

Any employee retiring shall give three (3) months written notice of same to the Superintendent of Schools, except in the event of an emergency.

## XXI. 403-B PROVISION

### IRC SECTION 403-B ANNUITY PLAN

- (1) No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

The Employer shall contribute to the IRC Section 403-B Program hereinafter defined on behalf of each retiring employee, as a non-elective employer contribution in accordance with the terms and conditions of this Agreement, the value of the contractually specified portion of each retiring employee's accrued but unused sick days and early retirement incentive payment as provided under the Retirement Incentive contained in this Agreement.

- (2) Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Local and Employees Retirement System ("ERS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Local and Employees Retirement System ("ERS") with a membership date in the ERS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the

Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

**403(b) Accounts** Employer contributions shall be deposited into the 403(b) Plan Account selected by employee to receive Employer contributions, provided such Plan Account will accept Employer Non-elective Contributions and the Plan Account has entered into a Hold Harmless Agreement with Employer in a form acceptable to Employer and in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals and employer non-elective contributions. If the employee does not designate an Employer approved 403(b) Plan account to receive Employer's contributions, or if the Plan account designated by Employee will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program, currently with ING Life Insurance and Annuity Company Tax Deferred Annuity.

- (3) The provisions of this 403-b Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the union and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (4) The provisions of this 403-b Article shall further be subject to the approval of the 403(b) Provider, which shall review the provisions of this item solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") has agreed to provide the Employer with ILIAC's hold harmless agreement and the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- (5) Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible

Compensation. However, provided the Employer has not submitted inaccurate information to the 403(b) Provider, the Employer shall not be responsible for any adverse income tax consequences, interest or penalties imposed by taxing authorities should such taxing authorities determine that either the 403-b Plan established pursuant to the provisions of this item does not qualify as an IRC 403-b Plan or that the Provider's Plan does not satisfy the requirements of IRC 403-b.

- (6) Employees who are eligible for normal retirement under the rules and regulations of the NYSERS during the period July 1, 2005 through June 30, 2009, and who have been in full-time continuous service in the school district since at least July 1, 1999 shall qualify for the Employer non-elective contributions pursuant to the provisions of this item, provided they satisfy all of the following criteria:
- a. Employees who submit their irrevocable written notification of retirement no later than December 1<sup>st</sup> of the school year in which retirement is effective will have the non-elective employer contribution made in accordance with subsection "c" below.
  - b. Employees must be eligible for retirement under the New York State Local and Employees Retirement System.
  - c. For all members submitting their letter of retirement on or before December 1, a non-elective employer contribution equal to 50% of the total non-elective employer contribution due will be deposited to the account of said member by December 31st of that same calendar year. The remaining 50% shall be deposited to the account of said member on June 30th of the immediately succeeding calendar year (effective date of retirement).
- (7) The parties are entering into this Agreement so as to enable the parties to utilize the options provided by the revised Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The provisions of this item do not constitute a retirement incentive, and are limited to providing a method for payment of the early retirement incentive provisions and unused annual leave accrued pursuant to the provisions of collective bargaining agreement and to employee 403(b) Plans as hereinabove referred to as "Employer Non-elective Contributions". Employer's contractual undertaking hereunder is subject to the rights of employees for whom non-elective contributions are made by Employer into a designated IRC Section 403-b Annuity Program to either withdraw therefrom such contributions or have such contributions assigned at any time to another financial institution or Annuity Plan, provided such is authorized by law or their individual annuity contracts.

(8) All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.

(9) Duration:

(a) The provisions of this Article XXIV-C shall be subject to the June 30, 2009 expiration date of this Collective Bargaining Agreement, on which date the provisions of this item shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law* §209-a(1)(e).

(b) In the event that the Employer is obligated under this Article XXIV-C to make any post-employment contributions to any eligible employee after June 30, 2009 (for any employee retiring under the provisions of this item in this Agreement) that obligation shall survive June 30, 2009 and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provisions of this item.


## XXII. TAX SHELTERED ANNUITIES

Members will be offered the option of having money withheld from their regular paychecks to contribute to a District approved annuity plan. The employee will be solely responsible for the annuity contribution.



IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives the day and year noted below.

Dated: 2/15/04


**FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT**

  
Dr. Timothy E. Lafferty  
Superintendent of Schools

**HEAD CUSTODIANS ASSOCIATION**

  
Christopher Cerrato  
  
Charles Luick

**FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT  
BOARD OF EDUCATION**

  
Joseph Armocida  
President