

AGREEMENT

between the

Board of Education

Great Neck Union Free School District

and the

Great Neck Buildings and Grounds Association, Inc.

(2011-2016)

AGREEMENT entered into this 15TH day of December, 2014, by and between GREAT NECK UNION FREE SCHOOL DISTRICT, TOWN OF NORTH HEMPSTEAD ("the Board") and GREAT NECK BUILDINGS AND GROUNDS ASSOCIATION, INC. ("the Association").

Recognition

The Board recognizes the Association as the sole and exclusive unchained representative for the maximum period provided by the Civil Service Law, Article 14, Section 208(c), for non-supervisory employees in the custodial department, including Steam Firer, Swimming Pool Operator, Motor Vehicle Operator, Custodian, Groundskeeper, Cleaner Attendant, Custodian Stock Assistant, Bus Drivers, Cleaners and Security Aides. The maximum number of cleaners employed by the district will be twenty (20).

IT IS AGREED THAT THE FOLLOWING PROVISIONS SHALL TAKE EFFECT AS OF JULY 1, 2011, AND CONTINUE THROUGH JUNE 30, 2016.

Article 1 - Salary and Related Benefits

- A. Members of the Association hired prior to July 1, 2014, shall be compensated in accordance with salary schedules A-1 through A-5 for the years 2011-2012 through 2015-2016 respectively.

Members of the Association hired on or after July 1, 2014, shall be compensated in accordance with salary schedules B-1 and B-2 for the years 2014-15 and 2015-16, respectively.

- B. Salary step increments beyond Step 6 may be denied by the Superintendent of Schools for unsatisfactory service, with the employee having the right to appeal to the Board of Education from the Superintendent's denial of an increment. For persons hired on or after September 1, 1984, salary step increments beyond Step 3 may be denied by the Superintendent of Schools for unsatisfactory service with the employee having the right to appeal to the Board of Education from the Superintendent's denial of an increment.

- C. When a member of the Association is notified in writing of being temporarily assigned the responsibilities of his/her supervisor, he/she shall be paid at the supervisor's salary rate, retroactive to the first day, provided however, that the member assumes such responsibilities for a period of five consecutive days, which may include one contractually schedule holiday. School vacation periods (two or more days) are excluded from this provision, or more.
- D. When a payday falls on a Monday, paychecks will be issued on the preceding Friday.
- E. If private cars are used for schoolwork, the employee will be paid for authorized travel in accordance with Board policy.
- F. Members shall be covered by Section 75l of the New York State Employees' Retirement System in accordance with State Law.
- G. Members shall have the opportunity to elect direct deposit of their paychecks.

Article 2 - Insurance and Protection

- A. Each unit member employed prior to July 1, 2009 shall be eligible for Group Health Insurance Benefits (Empire Plan or equal plan) and shall contribute 0% of the applicable total premium as of July 1, 2011, 0% as of July 1, 2012, 0% as of July 1, 2013, 0% as of July 1, 2014, 5% as of July 1, 2015 and thereafter. Unit members hired on or after July 1, 2009 will contribute 10% of the applicable total premium as of July 1, 2011, 10% as of July 1, 2012, 10% as of July 1, 2013, 10% as of July 1, 2014, 15% as of July 1, 2015 and thereafter.

The parties agree that a unit member's contribution toward the cost of the applicable total premium shall not in any year exceed the "safe harbor" as that term has been defined, and may be amended, by the Internal Revenue Service in relation to the Patient Protection and Affordable Care Act.

If a member and the member's spouse are both eligible for coverage with the district, the coverage will be limited as follows:

1. Member may have individual coverage.
2. Member may have one family coverage: if member's spouse selects family coverage with district, member may only elect individual coverage.

The District will provide a health insurance opt-out for members of the unit under the following conditions:

- a. To be eligible for an opt-out payment, employees must opt out of the District's health insurance completely, i.e., an employee may not take an opt-out payment and also receive district-provided individual health insurance coverage. Employees selecting this option must notify the District in writing by no later than November 20, for the calendar year beginning January 1.
- b. Employees eligible for individual coverage who opt out of the District's health plan shall be paid the sum of \$1,000; employees eligible for dependent coverage who opt out of the District's health plan shall be paid a total sum of \$2,000. Payment shall be made retroactively, semi-annually no later than December 31 and June 30 of each year for the period the employee has opted out of the plan.
- c. Employees who have withdrawn from the plan may elect to return to the plan in accordance with the regulations of the plan provider. The District shall not re-enroll an employee unless it has received an application from the employee. Absent such application, the opt-out shall continue from year to year.
- d. In the case of employees who have elected to participate in the District's Flexible Benefit Plan, opting out must be in accordance with prevailing rules and regulations of the Internal Revenue Service.
- e. In all cases, the District and the employees are required to comply with the rules and regulations of the health insurance provider.

- f. The parties agree that as a participating agency in the New York State Health Insurance Plan ("NYSHIP") offered to employees, the District is obligated to comply with the rules and regulations of NYSHIP. In the event that a final ruling of the court having appropriate jurisdiction shall hold that NYSHIP Participating Agencies are authorized to offer a financial incentive to employees who decline NYSHIP coverage while remaining covered by NYSHIP through a spouse or parent, the District shall continue to make available a declination payment to such unit members in accordance with Article 2 (Insurance and Protection) of this agreement, but in no event shall such declination payments be retroactive.

The District will provide health insurance coverage under the State Employees Health Plan to full time active and retired unit member's domestic partner. To qualify for coverage, the domestic partner shall meet the provider's eligibility requirements. The District's contribution will be the same as it is for other members of this unit.

- B. Each member of the unit will receive life insurance coverage in the amount of \$100,000.
- C. A member of the unit shall be provided legal aid in a case in which the member is assaulted while performing his/her duties for the school district.
- D. Each member of the unit, except cleaners, will receive a scheduled optical insurance plan that provides for reimbursement, for employee and/or family, for one examination and replacement of one pair of glasses or contact lens once every 12 months (July 1 – June 30) with receipts for reimbursement submitted by June 30 of each school year. It is understood that whenever possible the employee will use District health insurance for examination. It is further understood that the Association and the District will work to limit the reimbursement to the employee and/or family to a maximum of \$452 for the 2014-2015 school year. The maximum reimbursement will be increased to \$461 for the 2015-2016 school year.
- E. The District will continue to pay the dental plan premium. Cleaners are not eligible for dental insurance.

Article 3 - Promotions, Transfer and Temporary Assignment

- A. In filling promotional vacancies, appropriate notices of the vacancies shall first be posted for five (5) school days except when a Civil Service List is available. In filling such vacancies, seniority shall be one of the factors considered.
- B. When a vacancy exists in the District for which a member of the unit has applied, the employee making such application shall be given a written answer within a reasonable time after a decision has been made.
- C. When an employee is appointed probationally to a position in a higher classification, his/her status as a tenured employee in his/her previous classification is protected by Civil Service rules.
- D. Updated seniority lists will be made available periodically to the Association president and to head custodians, and lists provided for each bulletin board in each school.
- E. When assigning unit members to the night shift, seniority shall be taken into consideration.
- F. Members of the unit will normally work in their own classification except in emergencies.
- G. No member of the unit will be transferred from one building to another within the District without prior notification. In addition, no member shall be transferred more than once within a calendar year except by mutual agreement or in case of need.

Within one week of an involuntary transfer of an employee from one assignment to another, the employee shall be entitled, if he or she so requests, to a meeting with and an explanation from the Deputy Superintendent. The meeting may be attended by an Association representative if the employee so desires.

- H. When an opening exists it shall be posted in each school for five days and seniority shall be taken into consideration in filling these positions.

Article 4 - Uniforms and Clothing

- A. Winter clothing will be available at various locations for use when employees are required to work out of doors in snow and cold weather. Fall and Spring jackets will be made available if requested by administration.
- B. Motor vehicle operators will receive an annual allowance of \$469 for cleaning of uniforms in the 2014-2015 and \$478 for the 2015-2016 school year. Other employees in the unit will receive an annual allowance of \$359 for 2014-2015 and \$366 for the 2015-2016 school year. The District will pay the allowance in separate lump sum checks as follows: one-half the annual amount in June and one-half the annual amount in December. Such amount will be prorated for any employee that was absent from work for more than one month during the six-month period.

Article 5 - Working Schedules

- A. Association personnel assigned to the night shift shall be permitted to eat their evening meal during their eight-hour shift. No more than half an hour shall be allowed for this purpose and personnel may not leave the building during this period without permission of the immediate supervisor or a Buildings and Grounds administrator.
- B. Employees on day shifts will be entitled to two coffee breaks (one in the morning and one in the afternoon) of ten (10) minutes each. Employees on night shifts will receive one coffee break of fifteen (15) minutes. The allocated time of 10 and 15 minutes respectively will commence when the employee ceases his/her appointed task and ends when he/she resumes his/her appointed task.
- C. If an employee is assigned to work more than ten (10) hours in any day, he/she will be given an additional break of thirty (30) minutes without loss of pay.
- D. When such a schedule will not interfere with the duties of the employee or the scheduled activities of the school, the summer work day (when school is not in session) may be scheduled to begin at 7:00 a.m. The arrangement of such a schedule in each individual building must be approved by the Superintendent.

- E. When schools are closed on a "snow" day and building personnel are called in to work, compensation shall be at the time-and-a-half rate (in addition to the regular salary these individuals would receive).
- F. When schools are closed and hazardous driving conditions exist, cleaner attendants shall be excused from work that day with no loss of pay, personal leave, or sick leave.
- G. Cleaner attendants who wish to take one month off without pay during the summer may request such a reduced schedule, and it will be granted if feasible.
- H. If members of the unit are required to attend training schools or workshops, they will be paid necessary expenses for attendance at these sessions, and hours of attendance will be subtracted from work hours.
- I. When an employee is called in for emergency work, he/she shall be guaranteed at least four (4) hours of work, at the appropriate overtime rate, and shall not be required to stay for work for which he/she was not called in. Overtime programmed in advance is not to be construed as emergency overtime and the amount of compensation for such overtime will be commensurate with the hours worked.
- J. Where possible, overtime will be distributed equally among those qualified within a classification in each school building except in cases of an emergency. Overtime for cleaners shall be distributed after first refusal of custodial staff in each building.
- K. The workday for bus drivers shall start one-half hour before the bus-driver is scheduled to pick up his or her first student.

Article 6 - Educational Credit Increment

Unit members who had obtained educational credit increment(s) prior to July 1, 2013 shall continue to receive the increment in effect on 06/30/2013 with no further increases. Effective July 1, 2013, no new educational credits may be earned by any unit member.

Article 7 - Vacation and Holidays

- A. A total of sixteen (16) paid holidays will be provided during the contract year. Lincoln's Birthday shall be part of the holiday schedule provided schools are closed on that day.
- B. Vacation allowance for members of the unit will be earned monthly but credited as of July 1 of each year.

Vacation allowance shall not be cumulative beyond a maximum of 30 days, and any vacation in excess of 30 days shall be forfeited on July 1, provided however, that for unit members hired on or after July 1, 2013, vacation allowance shall not be cumulative beyond a maximum of 20 days, and any vacation in excess of 20 days for such new members shall be forfeited on July 1.

By May 1 of each year each unit member will be notified by the Assistant Superintendent for Business of his or her vacation entitlements.

1. An employee who has completed between one full year (12 months) and up to four full years (48 months) of Great Neck service shall be entitled to two (2) weeks.
2. An employee who has completed between four full years (48 months) and up to ten full years (120 months) of Great Neck service shall be entitled to three (3) weeks.
3. An employee who has completed between ten full years of service (120 months) and up to twenty years of Great Neck service shall be entitled to four (4) weeks.
4. An employee who has completed twenty full years of Great Neck service shall be entitled to five (5) weeks.
5. Cleaners shall receive same vacation as other unit members but not to exceed a maximum of 2 weeks.

- C. Vacation may be taken subject to the prior approval of the employee's supervisor in consultation with the Assistant Superintendent for Business. Vacation requests for the year must be made by May 15 for the following 12 months. Reasonable requests for changes throughout the year will be considered.
- D. Effective July 1, 1994, vacation allowance for members of the unit shall be computed based on years of service completed as of July 1 of each year, with additional days accrued for a portion of a year's service. Such additional days will be credited to the member on the next succeeding July 1st. Such additional days will be rounded up or down to the nearest whole day.
- E. Effective July 1, 1996, when computing vacation allowance for new employees the prorated allowance shall be rounded up or down to the nearest whole number; e.g. 10 divided by 12 = .833 each month, for 4 months or 3.33 the allowance shall be 3 days, for 7 months or 5.83 the allowance would be 6 days.
- F. Upon retirement members will be paid for unused vacation in accordance with the following:
- Unit members hired prior to July 1, 2013: Up to a maximum of 55 days.
 - Unit members hired on/after July 1, 2013: Up to a maximum of 35 days.

Article 8 - Leaves of Absence

A. Personal leave

Personal leave may be granted by the Board on request of the employee for reasons other than illness, which require the employee to be absent. Such requests must be in the Phipps building at least one week in advance of personal leave date except during an emergency for which permission of the Assistant Superintendent for Business will be necessary. Reasons for personal leave may include the following:

- Closing title to home
- Moving day
- Court appearance
- Appearance at Internal Revenue Bureau
- Entering offspring in college
- Attending offspring's graduation
- Marriage
- Attending wedding of family member
- Religious ceremony involving family
- Illness or death of a close friend
- Vehicular breakdown
- Impassable roads
- Failure of public transportation
- Other such personal affairs that cannot be scheduled during non-working hours.

Personal leave may be requested for up to three (3) days (one day for cleaners) during the year. During an employee's first year of service, personal leave shall be pro-rated based upon length of service. Prior approval is required except in emergencies.

It is understood that personal leave shall not be granted for recreational purposes or for the purpose of extending a weekend or a vacation period.

Personal leave shall not be granted for the days preceding and/or following the summer, Thanksgiving, Christmas, winter and spring vacation periods. Personal leave on these days will be granted only as unpaid leave.

B. Bereavement Bank

For July 1, 2009 through June 30, 2011, a revolving bank of forty (40) days of bereavement leave shall be set up. The fund will be used as follows:

1. To withdraw days from the bereavement bank a member shall make application to the Association. The Association shall make its written recommendation to the Assistant Superintendent for Business to withdraw up to three days per school year, if any at all. Exceptions will be considered upon application by the Association.
2. Bereavement shall be used only for the purposes of death in the employee's immediate family as defined in Article 8c-1(a).
3. Bereavement days withdrawn from the fund do not have to be repaid by the individual using them.
4. Bereavement days may be withdrawn from the fund for bereavement only.
5. Days withdrawn from the fund during the previous school year shall be restored to the fund each July 1 so that at the beginning of each school year the fund will consist of the number of bereavement days as listed above. In addition, up to 20 unused bank days from previous years shall be added to the bank for the following year, provided that in no event will the bank exceed 60 days.

C. Sick Leave

1. (a) Each member, except cleaners, shall be allowed twelve (12) days' leave of absence (sick leave) with full pay during each school year, provided such absence is due to illness of the employee, or sickness or death in the employee's immediate family: husband, wife, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, step-children.
- (b) Cleaners shall receive 8 sick days and shall not participate in the sick leave bank.

- (c) Sick leave shall be cumulative.
- (d) If an employee is absent for one or more of the reasons specified beyond the number of days standing to his/her credit, he/she shall automatically be dropped from the payroll for the period of such absence.
- (e) The annual sick leave allowance shall be credited to the account of each employee on July 1 of every year except new employees will be credited sick leave at the rate of 1.0834 days per month during the first 12 months of employment.
- (f) All persons on sick leave may be required to call in each day and be available for a return call by a Buildings and Grounds administrator.
- (g) On July 1 of each school year a revolving fund of 30 days of sick leave shall be set up in the following manner.
 - 1. A member, except cleaner, who has exhausted his or her regular sick leave accumulation may, upon application to the Superintendent, withdraw up to two (2) days per school year from the fund, provided the 20 day maximum is not exceeded.
 - 2. Sick leave days may be withdrawn from the fund do not have to be repaid by the individual using them.
 - 3. Sick leave days may be withdrawn from the fund for serious and/or recurring illness of the employee only.
 - 4. Day withdrawn from the fund during the previous school year shall be restored to the fund each July 1 so that at the beginning of each school year the fund will consist of 20 sick leave days.
 - 5. Cleaners are not eligible to participate in sick leave fund.

- (h) If it should become necessary in the case of an employee with at least three (3) years' duration in the System, additional sick leave may be granted at the discretion of the Board of Education for personal illness in an amount not to exceed one (1) year at one-half (1/2) pay, and a second year at one-third (1/3) pay, after which extension of sick leave shall be terminated. It is understood that this extended sick leave is for long term rather than sporadic illnesses and that during an employee's period of service with the school district it (one year at 1/2 pay and one year at 1/3 pay) represents the maximum amount available to any individual employee. Additional sick leave at one-half pay and one-third pay is not applicable to new unit members hired on or after July 1, 2009.
2. Employee quarantined in their place of residence because of illness of some member of the household with a contagious disease, shall be granted leave of absence without salary deduction for the duration of the quarantine, or such other period as the medical inspector shall certify as requisite or prudent.
3. (a) If a member of the unit becomes incapacitated through injury sustained in carrying out the duties of his/her job, he/she shall be paid his/her full salary and fringe benefits for the period which he/she is unable to work (up to a maximum of 12 months from time of injury) without loss of accumulated sick leave, less any workers' compensation salary benefits paid for the time of absence. If a Workers' Compensation doctor determines that an employee is capable of returning to full duty and the employee is notified of such finding and does not return to work, the District may charge the employee's sick leave or drop the employee from the payroll, including all fringe benefits. In any event, when the employee's sick leave balance is exhausted the District may drop the employee from the payroll including all fringe benefits. Cleaners are not eligible for this provision.

- (b) A member of the unit with permanent status hired after September 1, 2003, shall be entitled to above benefit after fulfilling a six-month waiting period after the date of each injury. It is understood that this workers' compensation benefit is for long term rather than sporadic injuries and that during an employee's period of service with the school district the 12 months represents the maximum amount to be paid during the career of an individual employee.
 - (c) Unit members hired on or after July 1, 2013, are not eligible for the District's injury on the job benefit described above in article 8.C.3. (a) or (b).
4. (a) A doctor's certificate is required following a sick leave absence of three or more consecutive days.
- (b) A doctor's certificate may be required for a sick leave absence on the day(s) immediately preceding and/or following the summer, Thanksgiving, Christmas, winter and spring vacation periods, scheduled and/or non-scheduled holidays.
- (c) If a doctor's certificate is required beyond what is provided by the employee, the cost of the examination by the physician of choice of the district shall be borne by the district. Employees will receive their pay during this time and will not be charged any days if he/she needs to wait for the exam.
5. At the time of regular retirement or retirement for disability, an employee shall receive one day's pay for every 3 days of accumulated sick leave up to a maximum of 90 days for the duration of this contract. The District shall make any payment due hereunder as a non-elective employer contribution to a 403(b) program that confirms it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program within 30 days following retirement.

D. Bonus Day's Pay

Unit members will receive a lump sum check equaling one day's pay for each six months of perfect attendance between July - December and January - June. (Note: no sick or unauthorized days taken).

Article 9 - Association Rights

- A. A written contract shall be given to each member of the unit.
- B. The President of the Association shall be free to discuss matters directly related to the implementation of this agreement on school property during the day or night shifts.

Members of the Association's negotiating team shall be entitled to meet with the Board's negotiating team on school time to the same extent as off-duty time. This applies equally to day shift and night shift personnel.

No meeting for members of the Association's negotiating team for the purpose of planning for negotiations shall be held on school time unless specific approval has been granted by the Superintendent or his designee.

Regular work time shall not be used by members of the Association for the preparation of studies, reports, bulletins, etc. in connection with negotiations.

- C. Permission may be granted to the Association to hold meetings on school property at other times, by prior arrangement with the Superintendent or his designee.
- D. The Board agrees to deduct from the salaries of its employees, who individually and voluntarily authorize such deductions in writing, dues of the Association in an amount to be certified to the Board by the Association. Such deductions are to be made uniformly from each pay check and shall be transmitted to the Association on a monthly basis.
- E. Agency Fee: Every member of the bargaining unit who is not a member of the association, shall, within 60 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the association an agency fee. Such fee shall be certified to the district by the association and shall be consistent with requirements of law. The association shall forward to the district a list of non-members and the sum of money to be deducted from each member's paycheck for the agency shop fee. Said amount shall be deducted from each member's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the

association not later than 30 days of receipt of a list of non-members. The district shall forward said total amount to the association.

- F. Subject to reasonable District procedures, an employee may examine his or her official personnel file. The employee shall be provided with a copy of any document within 10 days of the Human Resources Department's receipt of a written request thereof.

APPENDIX I

Article 10 - Grievance Procedure

The association and full time members of the unit shall have the right to process grievances, which may arise under this article. Hourly employees may grieve under the procedures of the general municipal law only. A grievance shall mean an alleged misinterpretation or misapplication of this agreement.

Step 1

All written grievances shall include the name and position of the aggrieved party, the identity of the specific article and section, policy or procedure which is alleged to have been violated, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Any grievance under this agreement between an employee or employees and the Board shall be settled in the first instance by the employee involved. And his/her Association representative if requested by the employee, with his/her immediate supervisor. A grievance submitted to the supervisor in writing shall be answered by the supervisor in writing within seven working days from the time the grievance was received by said supervisor. An employee's grievance shall be submitted within 15 days of the action or condition causing the grievance.

Step 2

In the event that the grievance was not satisfactorily adjusted under Step 1, the employee, or the Association through its Grievance Committee at the employee's request, may within ten working days from the date of the written answer take up such grievance with the Superintendent or his delegate, who shall not have been the person taking the action complained of.

Association-Board or Board-Association grievances under this agreement may be entered in writing under Step 2.

The Superintendent or the Association, as the case may be, after informal hearing where requested, at which the employee and his/her representative may appear and present oral or written arguments or statements, shall answer in writing within ten working days of receipt of the grievance, or ten working days of the hearing, if later.

Step 3

A grievance which is not satisfactorily adjusted as a result of said hearing may within ten working days of the written answer be submitted to the American Arbitration Association, and a single neutral arbitrator shall be appointed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the above, the parties reserve the right to select a neutral arbitrator by mutual agreement. A grievance involving Board policy or discretion may be submitted to arbitration only on a question of whether such District policy was disregarded or was applied in a discriminatory or arbitrary or capricious manner so as to constitute an abuse of discretion.

Matters shall be determined in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and the costs of arbitration, if any (exclusive of attorneys' fees) shall be shared equally by the parties.

Decisions of the arbitrator on any grievance arising under this agreement concerning its application or interpretation shall be binding upon all parties.

The arbitrator may not add to or detract from the provisions of this agreement.

Any grievance decision shall be retroactive to the date on which the grievance originally occurred.

Article 11 - Contract Effectiveness

- A. This agreement shall be binding and in full force effective July 1, 2011, and extending through June 30, 2016, and shall be automatically renewable for successive one-year periods unless either the Board or the Association notifies the other party in writing no later than 120 days prior to the closing of the school year of its desire to reopen negotiations on one or more matters covered by this agreement.

This agreement may be altered, changed, added to or modified only through the voluntary mutual consent of the Board and the Association.

- B. 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.

Signed: Barbara Berkowitz, President
GREAT NECK BOARD OF EDUCATION

Signed: Tyrone Johnson, President
GREAT NECK BUILDINGS AND GROUNDS
ASSOCIATION, INC.