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## ARTICLE I. RECOGNITION

The Board of Education of the New Hyde Park-Garden City Park Union Free School District (hereinafter "District"), hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and its New Hyde Park-Garden City Park Custodial and Transportation Unit (hereinafter "Association") as the exclusive bargaining agent for the District's head custodians, custodians, cleaners, grounds keepers, maintainers and bus drivers, excluding all other District employees.

## ARTICLE II. PAYROLL DEDUCTIONS

### 1. Dues

- A. Payroll deductions will be made for membership dues in the Association upon the written consent, in conformity with law, of any unit employee of the District and will be remitted to the Civil Service Employees Association, Inc., or to its duly authorized agent.
- B. Dues shall be deducted in uniform amounts from each paycheck.
- C. Upon request, the District will provide the Association annually with a list of employees who have voluntarily authorized dues deduction for the Association.

### 2. Insurance

The District shall deduct regularly from the wages of each unit employee and remit to the Association, payment of premiums for the CSEA Group Life and/or CSEA Accident and Health Insurance. Checks representing dues should be payable to the Association, and any checks representing insurance premiums should be payable to the approved and designated insurance company, and sent to CSEA for those employees authorizing such deductions.

The Association shall have the right to designate a representative of the underwriters of the CSEA Life Insurance Company program to visit the employees covered under this agreement on the job for the purpose of explaining this protection and/or adjusting any claims, provided, however, that the appropriate District official is notified and total assurance is given him/her that no interruption in the work of the employee will be involved.

The District, and its employees as a group or individuals, are not responsible for the payment of initial premiums, subsequent premiums, registration of policy holders, reporting of claims, cancellation of policies, or for any matter whatsoever related in any way to policies issued under this article.

3. Hold Harmless

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of actions or inactions taken or not taken by the District for the purpose of complying with any of the provisions of this article requiring the District to make deductions and to forward same to the Association.

**ARTICLE III. CONDITIONS OF EMPLOYMENT**

1. Safety

- A. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such hazards should be reported to the immediate supervisor who will in turn report this condition to the Director of School Facilities with a copy to be sent to the School Business Manager and to the Building Principal.
- B. For purposes of safety at all times, at least two (2) custodial employees shall work at night in the same school.

2. Day Custodial Employee

Forty (40) hours per week: 6:30 a.m. to 3:30 p.m. or 8:00 a.m. to 5:00 p.m. (An exception may be made to specified hours of work when the employee concerned, the Head Custodian and the Director of Facilities all agree to the desirability of such exception.) Upon 7 calendar days' notice, any maintainer hired on or after July 1, 2003, may be assigned to work from 1:00 p.m. to 10:00 p.m.

3. Night Custodial Employee

Thirty-five (35) hours per week: 3:00 p.m. to 11:00 p.m.

4. Summer and School Vacation Hours

Summer hours shall commence on the second day after school closes in June and end on the sixth to last workday in August. The School District shall be permitted to stagger summer hours by having one custodian/cleaner in each building come in from 8:00 am to 4:00 pm, when needed. Work performed in these circumstances after 4:00 pm will be paid as overtime in accordance with the contract.

Custodial employees shall work from 6:30 a.m. until 2:30 p.m., with a thirty minute period for lunch, during Christmas Recess, Winter Recess and Spring Recess. During these Recesses, custodial employees shall not have any breaks other than the thirty minute lunch break.

5. Lunch - Coffee Break

A. Custodians, Cleaners and Grounds Keepers

The Head Custodian will arrange for:

- (1) An appropriate lunch period of one (1) hour for each custodial employee.
- (2) A uniform coffee break not in excess of fifteen (15) minutes in the morning and in the afternoon. Similar provisions for the night custodial employee.

B. Bus Drivers

The Director of School Facilities will arrange for:

- (1) An appropriate lunch period of one (1) hour for each bus driver.
- (2) A uniform coffee break not in excess of fifteen (15) minutes in the morning and in the afternoon.

6. Overtime

A. Monday through Friday Inclusive

Beyond eight (8) hours per day or seven (7) hours per night, time and one-half (1-1/2) of the regular hourly rate of the employee. For full-time night custodial employees, overtime shall be paid based on the regular weekly hours worked by a full-time night custodial employee.

B. Saturdays

Time and one-half (1-1/2) of the regular hourly rate of employees.

C. Sundays

Double the regular hourly rate.

D. Paid Holidays

(1) Schools will be closed and custodial employees will not be required to work except in emergencies on the fifteen (15) paid holidays per year. After the school calendar is adopted by the Board of Education, the Director of School Facilities will send a copy of the calendar to the unit president, who, in turn, will make recommendations to the Director of Facilities stating the unit's preference for specific dates for the fifteen (15) paid holidays. It is understood that the final designation of the actual dates for the paid holidays will be made by the Board of Education. Custodial employees will be paid double time if they are required to work on a holiday.

(2) This section shall not apply to bus drivers.

E. Emergency Situations

(1) Snow Removal

Custodial employees are required to report early when called for snow emergency and will be compensated at the rate of time and

one-half (1-1/2) Monday through Saturday from time of reporting to 8:00 a.m. with a guaranteed minimum of four (4) hours' compensation. From 8:00 a.m. to 5:00 p.m. Monday through Friday, they will be compensated at the regular hourly wage.

If school must be closed for the day, the night custodial employee will be scheduled to work the day shift at the same applicable hours as the day custodial employees.

- (2) The Head Custodian shall be responsible for the security of the building. When called to work outside of regular hours, the Head Custodian or his/her designee will be paid at the rate of one (1) hour's compensation. When actual repair work is required to be done immediately, the Head Custodian or his designee will be guaranteed a minimum of four (4) hours' compensation.
- (3) When the School District is closed due to snow, a custodian who is asked to report to work and who does report to work, shall be compensated for a full day's pay at one and one-half (1½) the custodian's hourly rate.

F. Overtime for Bus Drivers

The provision of this article shall not apply to bus drivers. If a driver has to work more than two-hundred (200) days per year, additional time will be compensated for according to the hourly rate, except that bus drivers shall be paid overtime for hours worked over forty (40) hours in a week.

G. Overtime for Custodians, Cleaners and Grounds keepers.

Overtime assignments will be rotated.

Each Head Custodian will assign overtime within his or her own building on a rotating basis. In the event no employee in the building is available, the Head Custodian will inform the Superintendent or his/her designee who will use a district-wide list. The list will be established by having employees who are interested in working overtime assignments sign the list at the beginning of each year.

If no volunteers are available from the district-wide list, the Superintendent or his/her designee may offer any employee within the unit with the requisite skills to work the overtime. If there are no volunteers, the district may assign the least senior employee who is working to perform overtime.

If an employee declines an overtime assignment on a volunteer basis that employee's name will be placed at the bottom of the list.

Notwithstanding this clause the Superintendent or his/her designee may assign overtime for specific projects or where special skills are needed.

7. Credit for Prior Experience

Credit for prior experience may be granted to a new employee at the discretion of the Board.

8. Vacations

<u>No. of Fiscal Years of Employment</u>	<u>Amount of Vacation</u> (July 1 - June 30)
1 year	10 days
5 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days

<u>Employment at Conclusion of Fiscal Year</u>	<u>Vacation</u>
Less than one (1) year	One (1) day per month worked to a maximum of ten (10) vacation days
More than four (4) years but less than five (5) years	Fourteen (14) days vacation
More than fourteen (14) years but less than fifteen (15) years	Nineteen (19) vacation days

Vacation schedules are to be approved prior to scheduling. Custodians will not take more than two consecutive weeks of vacation at one time, except that if a custodian needs additional vacation time that is already accrued, for special circumstances, the District's approval will not be unreasonably withheld.

The District shall not approve the use of vacation time between August 15 and September 15. However, in case of special circumstances, the use of vacation time during this period may be approved in the District's discretion.

Annual vacation will be paid together with the employee's last pay check prior to the start of the approved vacation.

This section shall not apply to bus drivers.

9. Upon retirement or resignation, a 12-month employee who resigns before the end of the fiscal year shall receive a pro rata share of vacation as follows:

<u>Conclusion of Fiscal Years of Employment</u>	<u>Vacation Proration Months Worked</u>
One (1) Year	One (1) day per month not to exceed ten (10) days
Five (5) years	One and one-half (1-1/2) days per month not to exceed fifteen (15) days

Eleven (11) years	One and one-half (1-1/2) days per month not to exceed sixteen (16) days
Twelve (12) years	One and one-half (1-1/2) days per month not to exceed seventeen (17) days
Thirteen (13) years	One and one-half (1-1/2) days per month not to exceed eighteen (18) days
Fourteen (14) years	One and one-half (1-1/2) days per month not to exceed nineteen (19) days
Fifteen (15) years	Two (2) days per month not to exceed twenty (20) days

This section shall not apply to bus drivers.

10. Inter-School Visits

Subject to advance approval by the Superintendent, a Head Custodian may visit a school in another district one day per year for the purpose of professional improvement.

11. Filling Vacancies

A diligent effort will be made to fill roster vacancies and to obtain substitutes for absent custodial employees.

12. Uniforms and Gear

A. Custodians, Cleaners and Grounds Keepers

- (1) Each custodial employee shall be allotted three complete sets of uniforms, consisting of three shirts and three pants. Each custodial employee shall be allotted one zipper lined spring jacket, to be replaced only after inspection of condition by the Director of School Facilities. All uniforms, except for new personnel, shall be purchased by annual bidding. Each school shall have two sets of foul weather gear available for use. Once during the life of this contract, unit members shall be provided with one winter weight jacket, which shall be selected by the District. The jacket may only be worn while the employee is performing work for the District.
- (2) Once during the life of this contract, the District agrees to provide foul weather gear to the custodians based on item No. 8117 from the Goldman Bros. Inc. catalogue, a copy of which is attached to the contract.
- (3) Each school year, grounds keepers shall be provided with one pair of coveralls.

B. Bus Drivers

Bus drivers shall purchase their own slacks and tops, in lieu of uniforms, submit their sales receipts, and they will be compensated the total of receipts (exclusive of sales tax) not to exceed one hundred dollars (\$100). Once during the life of this contract the District agrees to provide rain gear for transportation employees.

C. Work Shoes

The District shall provide each custodial employee and bus driver with one pair of work shoes per contract year, up to a maximum cost of ninety dollars (\$90) for custodians, cleaners and groundskeepers, and sixty-five dollars (\$65) for bus drivers, exclusive of sales tax for each pair of shoes.

D. Use of Uniforms

1. All uniforms are to be returned to the District upon termination of employment. The District may withhold any sums due to the employee until the uniforms are returned.

2. Uniforms with the District label/insignia are to be worn only when performing work for the District. Violation of this can lead to discharge.

13. Noncompetitive Employee - Termination

A noncompetitive employee employed in the school district full-time for five (5) or less years whose employment is being terminated will be given an interview with the Superintendent for the sole purpose of receiving an oral statement of the reasons for the termination.

14. Reimbursement

The District shall reimburse employees at the Internal Revenue Service rate for driving done on District business, as per the District's past practice.

15. Fingerprinting

The District shall pay the cost of fingerprinting, as per the District's past practice.

16. Promotions

The District will try to promote employees from within.

17. Air-Conditioners

Custodial employees shall be permitted, at their own expense, to buy air-conditioners and, on their own time, install the air-conditioners in their break room and use the air-conditioners.

**ARTICLE IV. GRIEVANCE PROCEDURE**

1. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definitions

- A. A grievance is a claim by any employee or group of employees in the unit that the District has violated the collective bargaining agreement.
- B. The term employee shall mean any part-time or full-time person employed under the conditions of this contract.
- C. The term supervisor shall mean, in the case of:

<u>Employee</u>	<u>Supervisor</u>
Custodian, Cleaner or Grounds Keeper	Building Head Custodian
Building Head Custodian	Director of School Facilities
Bus Driver and Bus Matron	Director of School Facilities

- D. Chief School District Officer is the Superintendent.

3. Procedures

- A. The employee shall attempt first to satisfy his/her grievance by an informal conference with his/her immediate supervisor. The employee shall be informed within a period of five days of the determination of his/her informal grievance.
- B. If the grievance has not been satisfactorily resolved by the informal conference, the employee shall request, in writing, a review and determination by the Director of Facilities. Such a request shall be made to the Director of Facilities in writing and shall include a specific statement of the grievance. Within five days of the receipt of this statement, the Director of Facilities shall set a date for the meeting of the parties at the earliest possible opportunity. If the resulting informal conference fails to bring about a resolution of the grievance, the Director of Facilities shall conduct a hearing and shall send a written report of his findings to all parties concerned within ten days of the completion of the hearing.
- C. In the event the employee decides to appeal the decision of the Director of Facilities, the employee shall request, in writing, a review and determination by the Superintendent of Schools. Upon receipt of such a written request for a review and determination, the Superintendent shall schedule a hearing to be held not more than five (5) school days from the date of receipt of the request for such a review, with not less than two (2) days' notice to the employee. The Superintendent shall review the record, and shall consider oral and written statements deemed relevant by the parties.

Determination of the hearing shall be made promptly, and in any event, within ten (10) school days from the date of the conclusion of the hearing. Written notice shall be given the employee of such determination.

- D. The employee shall have the further right to appeal the decision of the Superintendent to the Board of Education, providing such employee shall direct a written notice of appeal to the President of the Board of Education within a period of ten (10) school days from the date of receipt of the decision of the Superintendent. A copy of the notice of appeal shall likewise be directed to the Superintendent, who shall thereupon forward to the President of the Board all records of the hearing held by him. The Board of Education

shall set a date for a hearing, to be held not more than thirty (30) days from the receipt of the Notice of Appeal and upon not less than five (5) days' notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee or the Superintendent. Both the employee and the Superintendent may appear personally before the Board.

The Board of Education shall render its decision promptly, in any event, not more than thirty days from the date of the conclusion of the hearing and shall notify the employee and the Superintendent in writing thereof.

4. If the matter is not resolved to the satisfaction of the aggrieved party with the Board of Education, the employee may appeal through standard channels within the government of the County (Nassau) and the State (New York) established for such purposes.

#### **ARTICLE V. PROMOTIONS**

1. All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards and all qualified unit personnel shall be given adequate opportunity to make application for such positions. A unit member who applies for a vacant position for which he/she is eligible in the District shall be accorded an interview for the position.
2. Salary to be compensated on a lateral move.

#### **ARTICLE VI. PROTECTION OF UNIT EMPLOYEES**

##### 1. Legal

". . . each board of education, . . . shall provide an attorney or attorneys for, and pay such attorneys' fees and expenses necessarily incurred in the defense of a...employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his/her duties within the scope of his/her employment." (New York Education Law, 1960 Cumulative Supplement, Article 61, Section 3028.)

2. Seniority

Before hiring any new employees, the available work must first be offered to employees on layoff for the period of time required by law by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than seven (7) days from the date of the mailing of such notice. This section excludes temporary and seasonal employees.

3. Meetings between officers of Local 1000, AFSCME, AFL-CIO of the CSEA and the Superintendent or designee will be held at the request of either side. Such a meeting will be held within five working days of the date of request to discuss mutual problems. All meetings will be held during nonworking hours.
4. Annually, at two dates designated by the District, the President of the unit or his/her designee, shall meet with the Superintendent or his/her designee to discuss matters of mutual concern.
5. A custodial employee shall be given two (2) weeks notice of a transfer from nights to days or days to nights, except in case of an emergency.

**ARTICLE VII. ON-THE-JOB INJURIES**

On-the-job injuries must be reported in accordance with the regulations of the District, the insurance company and the Compensation Board. Employees will be compensated for days absent because of injuries incurred, (and properly reported) on the job as follows:

1. By the District at his/her regular and current salary for a period of time equal to the number of sick days approved by the Compensation Board. It is understood that any advance in payments by the Board of Education (in anticipation of an action by the Compensation Board) will not exceed the number of sick days accumulated by the employee at the time of the injury. It is understood that such payment for the days absent shall not exceed the number of days authorized for absence for an on-the-job injury by the Compensation Board.
2. The number of accumulated sick days will not be reduced because of such payments; and

3. The employee will return to the District any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under No. 1 above; and
4. The employee will retain compensation received from the insurance carrier for days absent (as a result of on-the-job injury) in excess of those for which the District has compensated him/her as in No. 1 above; and
5. The employee shall retain any award granted by the insurance carrier and/or the Compensation Board in excess of No. 3 above.

Upon recommendation of the Superintendent, the District may require complete examination of an injured employee by a licensed physician at any time following the alleged injury.

#### ARTICLE VIII. INSURANCE

1. The District agrees to remain a participating employer in all options of the Empire Plan with all enhancements for the employee and his/her immediate family. However, notwithstanding the foregoing, the District has the right to change health insurance plans or carriers as long as any new plan is the equivalent or better than the current plan being provided.
2. The District shall pay the premium for individual and dependent coverage for one of the two existing plans selected by the eligible employee, except that commencing July 1, 1995, all employees shall contribute two and one-half percent (2-1/2%) of the premium cost and commencing July 1, 1996, the employees shall contribute five percent (5%) of the premium cost, or one percent (1%) of the employee's base salary, whichever is less.
3. Prohibition of Dual Health Insurance Coverage

Employees who are eligible for family health insurance coverage under the Empire Plan through a spouse or other individual, whether through the District or another employer, shall not also be eligible for health insurance coverage through the District. Where this restriction causes a discontinuation of coverage, the employee should review the section entitled "Health Insurance Declination" to determine whether the employee may be eligible for an insurance buyout.

It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs and to prevent duplication of coverage under the Empire Plan, not to preclude an individual or his/her dependents from health insurance coverage. Therefore, nothing contained in this provision shall preclude an employee from re-entering the District's health insurance plan at any time consistent with the State Health Insurance Plan rules when (s)he is no longer eligible for coverage under another person's Empire health insurance plan. (e.g., upon death of a spouse, divorce.) Nor shall this provision be applied if its effect would be to leave the employee's children uninsured by reason of how custody and support issues have been determined by a court of law.

An employee who is eligible for health insurance coverage through another source must provide the District with information about that other coverage by September 15 of each year, so that the District can determine the employee's eligibility for continued health insurance coverage. Employees shall notify the District of any changes in their health insurance coverage that may affect their eligibility under the District's plan.

4. Health Insurance Declination

Effective July 1, 1990 and each July 1 thereafter, a unit employee may decline either family or individual health insurance coverage for one (1) year. On the anniversary date of this declination, the unit employee will receive a bonus equal to one-half the savings to the District but no more than \$750 if the unit employee declines individual coverage and \$1,500 if the unit employee declines family coverage. If a unit employee who currently has family coverage switches to single coverage, the unit employee will receive a bonus equal to \$750 on the anniversary date of this declination. The unit employee may elect to reinstitute coverage prior to the end of the year with the consent of the carrier, but the unit employee shall not be eligible for the bonus unless the declination is in effect for one (1) year. Effective July 1, 2003, this sum shall be increased to 25% of the premium savings to the District in any year in which five or more unit members opt to decline family coverage and none of these unit members re-enter the health insurance program during the course of the year. An employee who declines health insurance coverage through the mandatory non-duplication provision shall be entitled to the same health insurance declination payment.

5. Retiree Health Insurance Coverage

Unit members hired on or before July 1, 2003 and who retire on or after July 1, 2003 shall not be eligible for retiree health insurance coverage through the District if they are eligible for retiree health insurance coverage under the Empire Plan through a spouse or other individual, whether through the District or another employer. In addition, unit members hired on or after July 1, 2003 and who retire on or after July 1, 2003 shall not be eligible for health insurance coverage through the District in retirement unless they have at least 10 years of service in the District and are otherwise eligible for coverage pursuant to the rules, policies, procedures and by-laws of the Empire Plan and the District.

6. Hospitalization Required During Vacation

Employees who require hospitalization for a major illness during a vacation may use their sick time in lieu of a vacation and take the vacation at another time, to be scheduled by the Director of School Facilities. Under no circumstances will the vacation time be added to cumulative sick days. It must be taken during the fiscal year in which the illness occurs or credit for it will be terminated.

7. Quarantine

Employees absent by reason of quarantine imposed by doctor's order due to illness caused by a contagious disease of a resident member of a household will submit a doctor's certificate explaining the order. Absence will be approved for duration of quarantine. The Superintendent of Schools shall receive medical certification of the custodial or transportation employee's physical ability to perform his/her duties prior to the time the custodial or transportation employee returns from leave.

8. Dental Insurance

The CSEA Horizon dental insurance program will be provided for the period July 1, 2006 through June 30, 2009.

9. Optical Insurance

The CSEA Platinum 12 vision plan will be provided for the period July 1, 2006 through June 30, 2009.

10. Disability Insurance

The District shall provide New York State Disability Insurance coverage.

**ARTICLE IX. ARMED FORCES SERVICE CREDIT**

Employees who have served in the Armed Forces of the United States shall be entitled to veterans' credits as provided under the law.

**ARTICLE X. RETIREMENT**

Benefits of the New York State Employees Retirement System, as described in Section 75-E (noncontributory, retroactive to 1938) are available to all eligible members. Effective July 1, 2001, section 75-I benefits shall be available to all eligible members instead of Section 75-E benefits.

**ARTICLE XI. ABSENCES**

1. Permitted Absences - Cumulative

A. Custodians, Cleaners and Grounds Keepers

Thirteen (13) school days absence without salary deduction shall be permitted annually for purposes indicated below:

(1) Personal Illness

- (a) All school personnel absent for a period of four (4) consecutive days or more because of illness shall be required to present a doctor's certificate to the Superintendent.
- (b) A custodial employee will not be charged sick time if he/she contracts chicken pox, mumps, measles, fifth's disease, conjunctivitis, or diphtheria from a child in the New Hyde Park-Garden City Park Schools.

- (c) Employees are on notice that in the event of a pattern of absences, *i.e.*, Monday-Friday syndrome, the District may require a doctor's note.

(2) Death or Illness in Immediate Family

Close relatives or one who has lived closely so as to become a member of immediate family. (Parent, child, brother, sister, grandparent, grandchild, husband, wife, parent of husband or wife, or any relative residing in the personal household of the employee.)

If a death occurs in the immediate family of a custodial employee during his/her vacation, the three (3) days are to be charged to his/her allotted sick days. The vacation days will be rescheduled with the approval of the Director of School Facilities.

Unused days shall be cumulative, without limit, and are to be utilized for the purpose of personal illness only. Absence on work days beyond credited days will result in a deduction in salary at the rate of 1/220th of annual salary.

(3) Bereavement Absence

The District shall allow up to three (3) days per year for bereavement leave for an employee's mother, father, spouse, child, sibling, mother- or father-in-law, grandmother, grandfather, or any other relative living in the employee's immediate household.

Effective July 1, 2006, bereavement leave shall be utilized before leave as set forth in Article XI(1)(A)(2) is charged in cases of death in the immediate family.

B. Bus Drivers

Full-time employees eleven (11) school days; for part-time employees six (6) school days absence without salary deduction shall be permitted annually for purposes indicated below:

(1) Personal Illness

Same as Custodians

(2) Death or Illness in Immediate Family

Same as Custodians

C. Sick leave bank

Effective July 1, 2001, each member of the bargaining unit shall donate two days' unused sick leave to a sick leave bank. The Union shall notify the District by June 15 of each year of the number of days each member of the bargaining unit shall donate to the sick leave bank. These days shall be deducted from the employees' unused sick leave. All days in the Bank shall come from unused sick days of members of the unit. In the event of a catastrophic illness, a unit member who has exhausted all his/her own personal and sick leave time and has been absent for at least 30 consecutive work days may apply to the Bank for additional sick leave. A catastrophic illness is a life-threatening illness or disease, such as a serious case of cancer, stroke or a serious heart condition, but does not include such things as back pain or injury, a broken limb or the flu. The Bank shall be jointly administered by the President of the Union or his/her designee and the Superintendent or his/her designee. Days may be drawn from the bank only upon agreement between the President of the Union and the Superintendent or their designees. The number of days that may be drawn from the Bank shall be in their sole discretion.

2. Business Days

A. Custodians, Cleaners and Grounds Keepers

A maximum of three (3) days for the purpose of personal business shall be allowed each school year. An aggregate of fifteen (15) days of the unused thirteen (13) days permitted for personal illness and the three (3) days permitted for business may be accumulated each school year. The cumulated business days may not be used for absence for any reason but may be used only for the purpose of financial compensation as detailed under Terminal Pay Upon Retirement.

Application for a business day shall be made to the Director of Facilities on the attached form, and when practicable, shall be submitted at least three (3) days prior to the day or days requested. The Director of Facilities shall have the authority to accept or reject the request.

B. Bus Drivers

A maximum of two (2) days for the purpose of personal business shall be allowed each school year. An aggregate of eleven (11) days of the unused eleven (11) days permitted for personal illness and the two (2) days permitted for business may be accumulated each school year. Part-time employees are permitted to aggregate six (6) days of the unused six (6) days allowed for personal illness and the two (2) days permitted for business to be accumulated each school year.

Requests for such leave must be addressed in writing to the Superintendent, who will have the authority to accept or reject the requests.

The cumulated business days may not be used for absence for any reason but may be used only for the purpose of financial compensation as detailed in the section under Terminal Pay Upon Retirement.

3. Terminal Pay Upon Retirement

A. Custodians, Cleaners and Grounds Keepers

At the time of retirement (only), the employee will be reimbursed for accumulated sick days and business days (only) as follows:

For employees with fifteen (15) years or less service, 25% times the number of accumulated sick days and business days times 1/220th of annual salary of said employee during the last year of actual service to a maximum of fifty (50) days pay; for employees with more than fifteen (15) years of service, 30% times the number of accumulated sick days and business days times 1/220th of annual salary of said employee during the last year of actual service to a maximum of sixty (60) days pay.

Upon the death of an employee while in service of the District, the District will pay to the employee's estate a sum equal to the amount the employee would have received if he/she retired on the date of death.

B. Bus Drivers

At the time of retirement (only), the employee will be reimbursed for accumulated sick days and business days (only) as follows:

For employees with fifteen (15) years or less service, 25% times the number of accumulated sick and business days times 1/200th of annual salary of said employee during the last year of actual service to a maximum of fifty (50) days pay; for service of more than fifteen (15) years, 30% times the number of accumulated sick days and business days times 1/200th of annual salary of said employee during the last year of actual service to a maximum of sixty (60) days pay.

4. Jury Duty

Notice of jury duty must be submitted to the Director of School Facilities. Days absent for jury duty will not be charged against either sick days or business days. Employees will be paid in full by the Board. Employees shall request on-call jury service where it is available.

5. Court or Governmental Agency Appearance

The number of days necessary will be allowed without loss of pay if the employee's attendance is at the request of, or on behalf of, the District.

6. Medical examinations shall be held on school time.

7. Selective Service Examinations shall be excused without loss of pay for such purpose.

**ARTICLE XII. LIFE INSURANCE**

A \$2,500 term life insurance policy shall be provided to each member of this unit for the duration of this agreement, with an insurance company selected by the Board with the premium therefor to be paid by the Board.

**ARTICLE XIII. SALARY GUIDES AND LONGEVITY**

A. Effective July 1, 2006, each step of the 2005-2006 salary schedule shall be increase by 3%. Effective July 1, 2007, each step of the 2006-2007 salary schedule shall be increased by 3% and step 1 of the Custodian/Cleaner/Groundskeeper salary schedule shall be eliminated. Effective July 1, 2008, each step of the 2007-2008 salary schedule shall be increased by 3%, and then a new top step of 1.5% above the prior step shall be added. In addition, each year the transportation starting salary shall be increased by the same percentage as the above base salary increases.

B. Longevity:

Effective July 1, 2001, the longevity schedule shall be:

15 year	\$400
20 year	\$400
25 year	\$450

Effective July 1, 2001, the 10th year longevity shall be eliminated. However, employees who are on step 10 or higher as of July 1, 2001 shall continue to receive the 10<sup>th</sup> year longevity.

C. The 2006-2007 salary and longevity schedules shall be as per Schedule A. The 2007-2008 salary and longevity schedules shall be as per Schedule B. The 2008-2009 salary and longevity schedules shall be as per Schedule C.

D. Compensation for Acting Head Custodians

A custodial employee who is assigned to serve, and serves as Head Custodian for one month or more, shall be paid the salary differential between his/her salary and that of the Head Custodian at the custodial employee's step on the salary schedule for Head Custodian for the period of service retroactive to the first day of such service.

E. AED Resource Persons

The Superintendent of Schools shall have the discretion to offer stipends for work performed as AED Resource Persons and, if the Superintendent chooses to offer a stipend, the amount of the stipend. Any stipend offered for this work shall be no less than that offered to employees in the teachers' bargaining unit for the same work.

**ARTICLE XIV. PERSONNEL FILES**

Only one personnel file will be maintained for each employee. Other files, such as payroll, hospitalization, etc., will, of course, be continued.

The employee shall have the right to examine his/her file in the presence of the Business Manager. At the request of the employee, items may be removed from the file for copying by the Business Manager. Under no circumstances may the employee remove the file or its contents from the office.

Derogatory matters will not be entered in an individual's file until the employee has read and signed a copy of the entry. The employee's signature on such record represents only that he/she has read the material, not that the he/she agrees with it. The employee may prepare an answer to the derogatory matter for his/her file. Any answer must be submitted within 15 business days. If there is a written evaluation of an employee or if the District receives a negative written statement about an employee from either the public or persons within the District, the District shall show the document to the employee before putting it in his/her personnel file. The employee shall have up to five days to sign that the document has been shown to him/her and to submit a written response. If the employee refuses to sign that the document has been shown to him/her, the District may place the document in the employee's file with a notation that it has been shown to him/her and that the employee refused to sign acknowledging that fact.

Credentials pertaining to an employee's education and service (personal and professional references) prior to his/her employment will be marked confidential and placed on the left side of the personnel folder and may not be inspected by the employee.

#### **ARTICLE XV. TRANSFER AND REASSIGNMENT**

Employees may request reassignment from one building to another. Employees will be reassigned according to Civil Service regulations (and the employee's seniority shall be considered by the Administration when inter-school transfers of the custodial employees are made).

Employees may be transferred for the good of the District. Under such circumstances, the employee may request and receive an appointment to discuss the matter with the Superintendent. The District shall give employees two weeks' notice of transfers from day to night or night to day shift except in an emergency.

Transfers of employees with seven (7) or more years of seniority in the District, in the same job title, shall be done by seniority within the building they work in. "Transfer" refers to a change in shift and "assignment" refers to an assignment to a building.

#### **ARTICLE XVI. ASSOCIATION BUSINESS**

1. Standard procedures will be followed to reserve District facilities for meetings, which must be held during nonworking hours.
2. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Association, for the purpose of posting material dealing with proper and legitimate Association business.

#### **ARTICLE XVII. MISCELLANEOUS**

1. In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.
2. All activities connected with this contract, including processing of grievances, shall be conducted during reasonable hours.
3. Present administrative procedures regarding the presence of unauthorized personnel on school grounds will be maintained.

4. A list of the employees in the bargaining unit shall be provided to the Unit President once per year.
5. A joint safety committee shall be established and shall meet when mutually agreed to.
6. The District, as it has in the past, will continue to have the sole discretion to contract out the service of providing a refresher course and/or the annual certification of the District's bus drivers, pursuant to New York State law. If the District decides in its sole discretion to use a qualified and/or certified District driver to teach the course or courses, the District will pay the driver a stipend equal to the cost to the District of contracting out this service. If the District uses its employees to teach the course, it will do so on a rotating basis among those drivers qualified and/or certified to teach the course.
7. The District shall have the right to pay the employees every other week.
8. The School District will have the discretion to offer direct deposit to the employees for their paycheck.
9. Bus Drivers will perform additional duties as agreed to by the School District and the Union.
10. The District may install a time clock in lieu of the sign in sheet.

#### **ARTICLE XVIII. DURATION**

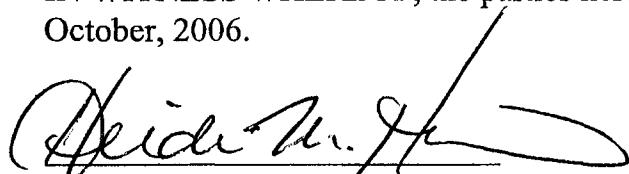
1. The provisions of this contract shall remain in full force and effect until June 30, 2009. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2009.
2. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.
3. The parties expressly acknowledge that during the negotiations which resulted in this contract, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth completely

in this contract, and this contract supersedes any and all prior agreements and understandings, whether verbal or written, between the parties.

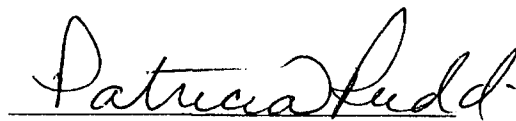
4. In accordance with Civil Service (Taylor) Law, as amended by Section 204-a-1 and enacted by the 1969 Legislature:

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this \_\_\_\_ day of October, 2006.



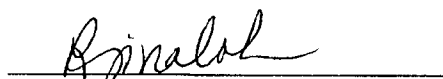
(Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO and its New Hyde Park-Garden City Park Custodial and Transportation Unit)



PRESIDENT  
(Board of Education, New Hyde Park-Garden City Park Union Free School District)



PRESIDENT  
(New Hyde Park-Garden City Park Custodial and Transportation Unit)



SUPERINTENDENT  
(Board of Education, New Hyde Park-Garden City Park Union Free School District)

## APPENDIX A

**CUSTODIAN/CLEANER/GROUNDSKEEPER  
SALARY SCHEDULE 2006-2007**

Step	Class I	Class II	Class III
	<u>Cleaner/ Groundskeeper</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	\$30,308	\$32,560	\$38,592
2	\$31,656	\$34,011	\$40,308
3	\$33,115	\$35,579	\$42,171
4	\$34,720	\$37,311	\$44,217
5	\$36,404	\$39,118	\$46,272
6	\$37,660	\$40,388	\$47,545
7	\$38,633	\$41,658	\$48,823
8	\$39,580	\$42,935	\$50,091
9	\$40,535	\$44,192	\$51,366
10	\$42,593	\$44,881	\$52,640
11	\$44,639	\$45,604	\$53,897
12	\$47,282	\$47,282	\$55,143
13	\$47,992	\$47,992	\$55,970

**TRANSPORTATION SALARY  
SCHEDULE 2006-2007**

Starting Salary \$19,652

**Longevity Steps**

15<sup>th</sup> year of service - \$400 additional  
 20<sup>th</sup> year of service - \$400 additional  
 25<sup>th</sup> year of service - \$450 additional

Employees on step 10 or higher as of 7/01/01 shall continue to receive a 10<sup>th</sup> year of services longevity of \$250.

## APPENDIX B

**CUSTODIAN/CLEANER/GROUNDSKEEPER  
SALARY SCHEDULE 2007-2008**

Step	Class I	Class II	Class III	
	<u>Cleaner/ Groundskeeper</u>	<u>Custodian</u>	<u>Head Custodian</u>	
1				
2	\$32,606	\$35,031	\$41,517	1
3	\$34,108	\$36,647	\$43,436	2
4	\$35,762	\$38,430	\$45,543	3
5	\$37,496	\$40,292	\$47,660	4
6	\$38,790	\$41,600	\$48,971	5
7	\$39,792	\$42,908	\$50,288	6
8	\$40,767	\$44,223	\$51,594	7
9	\$41,751	\$45,518	\$52,907	8
10	\$43,870	\$46,228	\$54,219	9
11	\$45,978	\$46,972	\$55,514	10
12	\$48,701	\$48,701	\$56,797	11
13	\$49,432	\$49,432	\$57,649	12

**TRANSPORTATION SALARY  
SCHEDULE 2007-2008**

Starting Salary \$20,242

**Longevity Steps**

15<sup>th</sup> year of service - \$400 additional

20<sup>th</sup> year of service - \$400 additional

25<sup>th</sup> year of service - \$450 additional

Employees on step 10 or higher as of 7/01/01 shall continue to receive a 10<sup>th</sup> year of services longevity of \$250.

## APPENDIX C

**CUSTODIAN/CLEANER/GROUNDSKEEPER  
SALARY SCHEDULE 2008-2009**

Step	Class I	Class II	Class III	
	<u>Cleaner/ Groundskeeper</u>	<u>Custodian</u>	<u>Head Custodian</u>	
1	\$33,584	\$36,082	\$42,763	1
2	\$35,131	\$37,746	\$44,740	2
3	\$36,835	\$39,583	\$46,910	3
4	\$38,621	\$41,501	\$49,090	4
5	\$39,953	\$42,848	\$50,440	5
6	\$40,986	\$44,195	\$51,796	6
7	\$41,990	\$45,549	\$53,141	7
8	\$43,003	\$46,883	\$54,494	8
9	\$45,186	\$47,614	\$55,846	9
10	\$47,358	\$48,382	\$57,179	10
11	\$50,162	\$50,162	\$58,501	11
12	\$50,915	\$50,915	\$59,379	12
	\$51,678	\$51,678	\$60,269	13

**TRANSPORTATION SALARY  
SCHEDULE 2007-2008**

Starting Salary \$20,849

**Longevity Steps**

15<sup>th</sup> year of service - \$400 additional

20<sup>th</sup> year of service - \$400 additional

25<sup>th</sup> year of service - \$450 additional

Employees on step 10 or higher as of 7/01/01 shall continue to receive a 10<sup>th</sup> year of services longevity of \$250.