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Contract Database Metadata Elements

Title: **Hewlett-Woodmere Union School District and Hewlett-Woodmere Custodial, Grounds, Maintenance, Computer Tech, and Food Service Employees Unit, United Public Service Employees Union (UPSEU) (2011)**

Employer Name: **Hewlett-Woodmere Union School District**

Union: **Hewlett-Woodmere Custodial, Grounds, Maintenance, Computer Tech, and Food Service Employees Unit, United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **07/01/2011**

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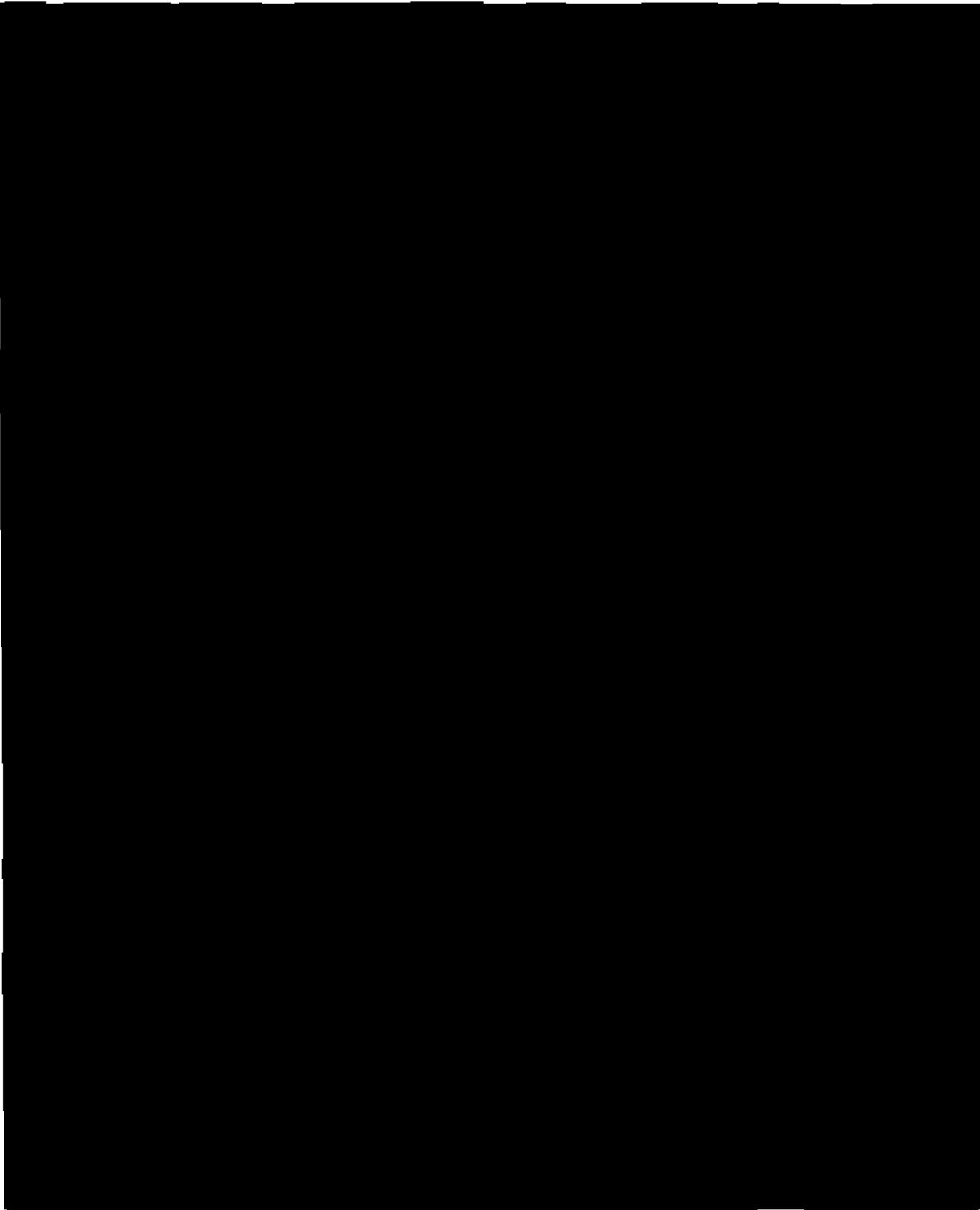
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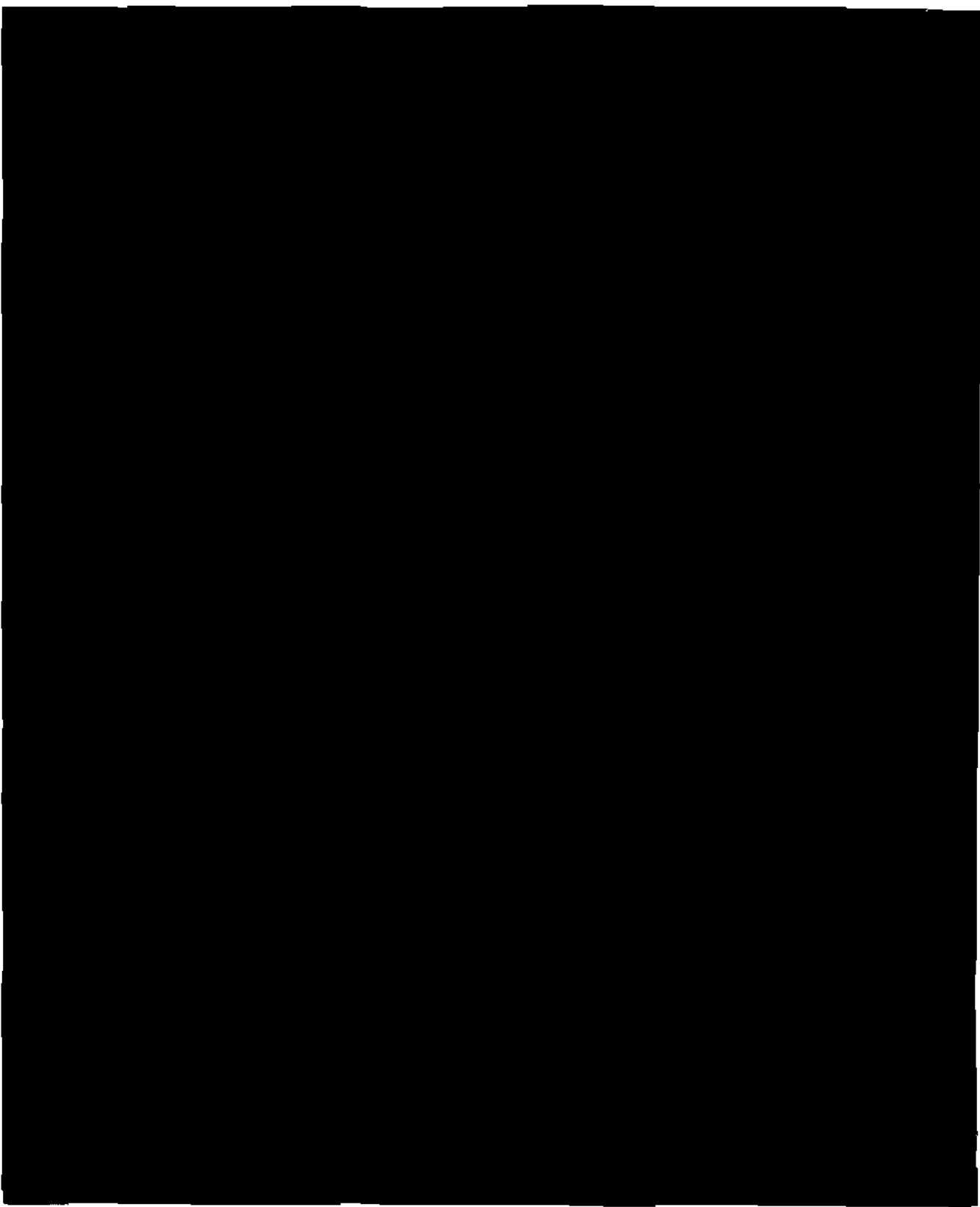


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**HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT (HEREIN CALLED THE "DISTRICT")
AND THE UNITED PUBLIC SERVICE EMPLOYEES UNION (HEREIN CALLED THE "UNION") DO
HEREBY AGREE AS FOLLOWS:**

**ARTICLE I
RECOGNITION**

- Section 1. The District recognizes the Union as exclusive representative for the purposes of negotiation for all employees in the following job titles: Cleaner, Custodian, Assistant Head Custodian, Head Custodian, Supervisor of Operations, Groundskeeper, Head Groundskeeper, Maintenance Helper, Maintainer, Lead Maintainer, Maintenance Supervisor, Food Service Helper, Cook and Assistant Cook.
- Section 2. This recognition is granted in acknowledgment of receipt of evidence, as stipulated in the Public Employees Fair Employment Act that the Union is the authorized representative of over 50 percent of the personnel identified above. It records the affirmation of the Union that it will abide by Section 210 of the Public Employees Fair Employment Act and the laws of the State of New York in general.
- Section 3. This recognition shall extend for the maximum period permitted by law.
- Section 4. The purpose of the recognition agreement is to set forth procedures in accordance with law by which the parties will negotiate terms and conditions of employment.
- Section 5. Nothing in this section shall preclude presentations of views in writing by any other individual.

**ARTICLE II
PRINCIPLES**

- Section 1. Individual Freedom
Individual staff members may join or refrain from joining any employee organization of their own choosing. Membership shall not be a prerequisite for employment or continuation of employment of any employee, except as provided by law.
- Section 2. Rights of Minorities and Individuals
The legal rights inherent in New York State Law and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way bridged by this agreement.

**ARTICLE III
AREAS FOR NEGOTIATION**

- Section 1. Representatives of the District and the Union shall meet to reach mutually satisfactory agreements on matters related to terms and conditions of employment, pursuant to the Public Employees' Fair Employment Act.

**ARTICLE IV
NEGOTIATION PROCEDURES**

- Section 1. **Representation**
The District and the Union shall each designate representatives to comprise their respective negotiating teams. One of the District's representatives shall be the Superintendent or a designee. The Union's representatives shall be members of the negotiating unit or other persons designated by the Union. These teams will meet for the purpose of discussing and reaching mutually satisfactory agreements.
- Section 2. **Negotiations shall commence within thirty (30) days of receipt of notice of intent by either party to commence same.**
- Section 3. **Conducting Negotiations**
The negotiating teams will continue to meet for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters and to continue meeting until an understanding is reached on all issue(s) or until an impasse is reached. Meetings shall be limited to three (3) hours and shall be held at a time other than regular school hours unless the parties mutually agree upon other arrangements.
- Section 4. **Information**
Both parties shall furnish each other, upon reasonable request, data and information in their possession which are pertinent to the issue(s) under consideration.
- Section 5. **Consultants**
The parties may call upon consultants to assist in preparing for negotiation, and to advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them. Notice of intention to include such consultants at a meeting should be given to all parties concerned in advance.

- Section 6. **Reports**
 The parties agree that, during the period of negotiations and prior to reaching either an agreement or an impasse, reports of the proceedings of the negotiations shall not be released to the public news media unless such release has the prior approval of both parties.
- Section 7. **Study and Research**
 Either party may appoint sub-committees to study, research and develop projects, programs, reports, and to make recommendations on matters under consideration. The cost of such sub-committees shall be borne by the party initiating the study. Joint committees may be formed by mutual consent. The cost of joint committees shall be shared equally by the parties involved.
- Section 8. **Grievances**
 Grievances shall not interrupt or delay the process of negotiations but shall follow the Grievance and Arbitration Procedure outlined in Article VII of this agreement.
- Section 9. **Agreements**
 Agreements shall be submitted to the District and the Union for approval, subsequently reduced to final written form, signed by both parties.
- Copies of such agreements will be made available to members of the Union as soon as possible after the conclusion of negotiations.

**ARTICLE V
 RESOLVING DIFFERENCES**

- Section 1. In case of disagreement about the meaning or application of this agreement, or in the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either party may request the State Public Employment Relations Board to assist the parties to reach agreement in accordance with Article 14, Section 209 of the Public Employees' Fair Employment Act.

**ARTICLE VI
 WORKING CONDITIONS**

- Section 1. Any opportunities for overtime due to extra workload, and/or emergencies, and/or shortage of personnel due to absences shall, wherever administratively possible, be offered to full time employees on the basis of rotation. If the District has offered the opportunity to work overtime to all full time employees on a rotational basis and no employee has accepted such offer, the District has the right to assign the required overtime providing that:

- a. The District must first discuss and attempt to resolve the situation with the Buildings and Grounds' UPSEU representative(s), if possible;
 - b. The hours of overtime assigned for the task in question must be at least equal to those assigned to such task in the past;
 - c. The District must meet within five (5) work days with UPSEU in an attempt to resolve a situation involving overtime assignments.
- Section 2. A temporary assignment of an employee to an In-Charge position, due to the absence of a regular In-Charge employee, except for vacation periods, shall be paid the pay differential for the position for the period of time they occupy the position.
- Section 3. All employees new to the school district and appointed by the Board of Education of the District may be granted credit for prior related work experience on the recommendation of the Superintendent.
- Section 4. If a legal holiday should occur during a vacation period, such vacation shall be extended one day.
- Section 5. Annual vacation compensation shall be paid together with the employee's last pay, wherever possible, prior to the start of the approved vacation.
- Section 6. Labor management meetings may be called as needed.

**ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any written work rules and policies affecting the terms and conditions of employment or this agreement. A grievance may call attention to the absence of a needed policy or to a conflict between two or more existing and applicable policies. Among the areas that may be dealt with by these grievance procedures should be work assignments, working hours, workload, salary classification, individual compensations, employee records, promotion, leave and all other matters relating to conditions of employment or involving employee health or safety. The term "grievance" shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force or effect of law. No grievance will be entertained and such grievance will be deemed waived unless it is submitted within 75 working days following the occurrence giving rise to the grievance.
- B. Step 1: The grievance shall be presented to the Director of School Facilities and Operations or the Director of School Lunch, as appropriate. The Director

of School Facilities and Operations or the Director of School Lunch shall meet with designated Union representative and the employee within thirty (30) calendar days. In the event the grievance is not satisfactorily resolved within thirty (30) calendar days (September through June), and forty (40) days (July and August), following presentation to the Director of School Facilities and Operations or the Director of School Lunch, it thereafter may be submitted in writing by the Union to the Superintendent within thirty (30) calendar days (September through June), and forty (40) calendar days (July and August) after such meeting.

Step 2 : The Superintendent or his/her designated representative shall meet and confer with the representative(s) of the Union. In the event the grievance is not resolved within thirty (30) calendar days (September through June), and forty (40) calendar days (July and August), following submission to the Superintendent or his/her designated representative, it thereafter may be submitted in writing by the Union to arbitration within thirty (30) calendar days (September through June) and forty (40) calendar days (July and August) after Step 2 meeting.

Step 3: An impartial arbitrator shall be selected in accordance with American Arbitration Association procedures. The arbitrator so selected shall hear the matter as promptly as possible and issue his/her award as expeditiously as possible after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. The arbitrator's award will be in writing and will set forth his/her findings, reasoning and decision on the issues submitted. The arbitrator's award is final and shall be binding upon the Union and the District. The cost and expense of the arbitration shall be divided equally between the District and the Union.

ARTICLE VIII PROMOTIONS

Section 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 non-teaching personnel shall be given adequate opportunity to make application for such position. In filling such positions, the district may request the Nassau County Civil Service Commission to conduct a promotional examination in the first instance and then an open competitive examination.

**ARTICLE IX
PROTECTION FOR NON-TEACHING EMPLOYEES**

- Section 1. Seniority shall be based upon the date of commencement of employment in the District.
- Section 2. Transfers, wherever possible, and in accordance with the best interests of the District, and where equal qualifications exist, will be honored on a seniority basis.
- Section 3. Reduction in work force, where required, will be in accordance with Civil Service Law.
- Section 4. For those employees for whom no civil service examination is available (noncompetitive and labor class position) and who cannot, therefore, earn permanent status, after five years of continuous service, a recommendation that the employee be discharged for cause may be reviewed pursuant to the grievance procedure. It is understood that this does not apply to non-competitive or labor class employees with less than six (6) months of continuous service with the District, the abolition of any position or program, nor should this in any way limit or impair the rights of the Board of Education as established by Section 1709 of the Education Law of the State of New York or by other applicable law.

**ARTICLE X
PAINTING PREMIUM**

- Section 1. It is not the District's plan to eliminate a position that is currently occupied; however, it is understood that the District plans to out-source painting projects in the future and may do so.
- Section 2. The District reserves the right to hire custodians to perform limited painting tasks. The persons assigned the work will receive a premium of \$10.00 per day for performing this type of work.

**ARTICLE XI
NEW YORK STATE HEALTH INSURANCE PROGRAM**

- Section 1. Members of the Buildings and Grounds, and Cafeteria staff shall be provided with health insurance as in the past with the Empire plan or an identical plan.
- a. Effective July 1, 2011, all unit members except cafeteria workers shall contribute fifteen (15%) percent of the individual/family health insurance premium which shall be increased to sixteen (16%) percent effective July 1, 2012 and seventeen (17%) percent effective July 1, 2013.

- b. Full-time Cafeteria Workers who receive individual/family health benefits under the current contract shall be provided with individual/family health insurance as in the past with the Empire plan or identical plan. Effective July 1, 2009, such employees shall contribute eight (8%) percent of the individual/family premium. Effective July 1, 2012, such employees shall contribute nine (9%) of the individual/family premium, which shall be increased to ten (10%) effective July 1, 2013.
- c. Part-time Cafeteria Workers may participate in a District HMO if they meet the plan criteria for eligibility, and pay 100% of the cost of the individual/family health insurance premium.
- d. All full-time Buildings and Grounds, and Cafeteria employees who show proof of existing health insurance coverage shall have the option to withdraw from participation in the health insurance plan, and shall receive a payment (as additional, not base, salary) of \$2,000 for each year such option is exercised, respecting individual coverage or \$4,000 for family coverage. Eligibility for such payment based on the premium for family coverage shall be limited to persons in the unit who are currently enrolled in family coverage as of July 1, 2005, and those who have been or will be enrolled in the District's family coverage for a minimum of two (2) consecutive years. New hires shall have thirty (30) days from their date of hire to waive health insurance benefits. In addition, unit members who are in their retirement year and retire as of June 30th of that school year may elect to waive the first half of their health insurance coverage upon consultation with the benefits coordinator and notice by June 1st of the prior year.
- e. Employees hired on or after July 1, 2011 must be employed by the District for ten (10) years to be eligible for health insurance coverage in retirement.

**ARTICLE XII
RETIREMENT BENEFIT**

- Section 1. Employees who retire shall be paid for accrued time up to the last day of actual work. Payment for accrued vacation time shall be in accordance with Article XX.
- Section 2. The non-contributory retirement plans (Section 75-g and 75-i) shall be continued for eligible members currently enrolled in them, in accordance with ERS rules and regulations.
- Section 3. Members of the Buildings and Grounds staff who are eligible for retirement and who actually retire under the conditions of the New York State Employee's

Retirement System shall have the option of choosing either a retirement allowance of \$2,000 paid in the final paycheck, or payment of unused sick leave in accordance with Schedule 1 below provided that:

- a. The individual is currently serving on the District's Buildings and Grounds staff;
- b. A letter of resignation stating intention to retire is submitted by the employee to the Superintendent by February 1, of the previous school year.

Schedule 1

Optional Payment of Unused Sick Leave at Retirement

- a. For Buildings and Grounds staff with more than 20 years of service in the District—a maximum of 120 days of accumulated unused sick leave times 55% of the daily rate of pay during the last year of employment.
- b. For Buildings and Grounds staff with 16-20 years of service in the District - a maximum of 120 days of accumulated unused sick leave times 45% of the daily rate of pay during the last year of employment.
- c. For Buildings and Grounds staff with 10-15 years of service in the District - a maximum of 120 days of accumulated unused sick leave times 35% of the daily rate of pay during the last year of employment.
- d. The District shall pay \$2,000 to each full time Cafeteria employee who retires from the District after achieving fifteen (15) years of service. Such amount shall be payable in the final pay check.

**ARTICLE XIII
SICK LEAVE ALLOWANCE**

Section 1. Sick Leave

- (a) Thirteen (13) days per year cumulative to 200 days for regularly appointed Building and Maintenance staff prorated for regularly appointed persons with less than one (1) year service in the District at the rate of (one (1) day per month). The Board of Education of the District may consider under special circumstances merited by long and faithful service, extended sick leave for such employee. (Policy and Regulations 4241.1.)
- (b) Regularly appointed Cafeteria Workers with five (5) or less years of service shall be provided eleven (11) sick days per year cumulative to one hundred (100). Regularly appointed Cafeteria Workers with more than

five (5) completed years of service shall be provided thirteen (13) sick days per year cumulative to 100. The five (5) years of service must be completed no later than September 30 of the year the thirteen (13) leave days are to be granted.

- (c) Part-time Cafeteria personnel shall be entitled to three (3) annual sick leave days.
- (d) Sick Leave Credit for Workers' Compensation - Wages Reimbursed to School District
Staff members injured on the job who return wages received from Workers' Compensation to the District shall be credited with sick leave days equivalent to the sum reimbursed to the District.

ARTICLE XIV PERSONAL LEAVE/SNOW DAYS

Section 1. **Personal Leave**
Buildings and Grounds staff shall receive three (3) days per year, with unused personal leave days cumulative to sick leave. Full Time Cafeteria staff shall receive two (2) days per year, with unused personal leave days cumulative to sick leave. Personal leave days shall be granted with advance notice to and prior approval of Superintendent. An employee need not specify the reason for the use of one of such personal days.

During the first 26 weeks of District employment, Buildings and Grounds staff shall not be entitled to utilize their paid personal leave entitlements; however, such entitlements shall be accrued during this time and may be utilized immediately upon the completion of 26 weeks of District Employment in accordance with District procedure.

If any employee needs personal leave during the employee's first 26 weeks of District employment, such employee shall make application for same. All personal leave granted during the first 26 weeks of District employment shall be without pay.

Section 2. **Snow Day**
Buildings, and Grounds staff who work on a day when schools have been officially closed by the Superintendent shall have one (1) additional unspecified personal day which may be used for an "unspecified" reason or accumulated to sick leave. Reasons need not be stated nor included on the absence form. Advance notice, whenever possible, shall be given. Approval is required and is not generally granted as an extension to either a paid holiday or vacation.

All Cafeteria personnel shall be entitled to two (2) snow day annually.

**ARTICLE XV
BEREAVEMENT LEAVE**

For death in immediate family - non-cumulative; (a) five (5) days for Buildings and Grounds staff (b) five (5) days for Cafeteria staff. Part-time Cafeteria employees shall be entitled to the same benefit afforded full-time Cafeteria personnel. Immediate family includes the member's spouse, children, son-in-law, daughter-in-law, step children, parents, grandparents, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law and grandchildren. In exceptional cases and subject to administrative approval, bereavement leave may be secured and applied to personal leave days for members of the family not ordinarily defined as members of the immediate family.

**ARTICLE XVI
MISCELLANEOUS LEAVE**

- Section 1. **Court Appearances**
Court appearance absences by reason of appearance as a plaintiff, defendant, or witness in an action not involving the District will be approved without loss of pay, up to the full extent of Article XIV, Section 1 above.
- Section 2. **Sick Leave Credit for Workers' Compensation – Wages Reimbursement to School District**
Staff members injured on the job who return wages received from Workers' Compensation to the School District shall be credited with sick leave days equivalent to the sum reimbursed to the School District.
- Section 3. **The attached absence report (Appendix "A") shall be filled out by all employees for each absence from work.**

**ARTICLE XVII
PAID HOLIDAYS**

- Section 1. **Paid Holidays**
There shall be fifteen (15) guaranteed holidays for Buildings and Grounds personnel to be reconciled with the school calendar.
- Section 2. **Holiday Absence**
The District shall have the right to request that an employee produce a physician's note if the employee was absent on sick leave no more than two (2) occasions on either the last work day directly before or the first work day directly following (or a combination thereof) a contractual holiday within each contract year.

**ARTICLE XVIII
MATERNITY/PATERNITY/CHILD CARE LEAVE**

All permanent employees covered by this agreement may request a maternity, paternity or child care leave not to exceed one (1) year in duration without pay. The Superintendent or his designee will give every consideration to each individual request in accordance with Civil Service rules and regulations.

**ARTICLE XIX
UNION LEAVE**

- Section 1. **Convention Leave**
The District shall excuse one designated UPSEU representative for up to a total maximum of four (4) days per school year without loss of pay to attend UPSEU conventions and educational conventions. If four (4) days are used in a school year only one (1) day will be deducted from the employee's personal or vacation reserves.
- Section 2. **Release Time**
Union representatives shall be granted an hour, without loss of pay or benefits, to meet with grieving employees immediately prior to grievance hearings.

**ARTICLE XX
VACATIONS**

Vacation for buildings and grounds employees shall be accrued on a monthly basis during the unit member's employment. In the first year of employment, vacation shall accrue after 2 months of service to a maximum of 10 days. Each year thereafter, as defined by anniversary date, an additional 1 day shall be added to the accrual to a maximum of 22 vacation days. After completion of 12 years of service, unit members are eligible to accrue the maximum of 22 vacation days. The accrued vacation days shall not be taken until the following July 1st. An employee seeking to use any of the vacation days earned prior to July 1st may submit a request to the Facilities Office, subject to approval by the Executive Director of Facilities.

It is the intention that employees take the full amount of vacation within the period of July 1 through June 30. In recognition that there may be circumstances in which the employee has been unable to take vacation within this period, employees may carry over up to five days to be used within 90 days.

Upon separation or retirement from employment, the unit member shall be paid for all unused vacation days that were accrued the previous year, as well as

vacation days earned in the last year of employment.

ARTICLE XXI
SALARIES AND PAYMENTS

- Section 1. The 2011-2012 Salary Schedule for the Buildings and Grounds Department, for the period of July 1, 2011 through June 30, 2012, shall be constructed by increasing the Salary Schedule for this Department for the period of July 1, 2010 through June 30, 2011 by 0%.
- Section 2. The 2012-13 Salary Schedule for the Buildings and Grounds Department for the period July 1, 2012 through June 30, 2013 shall be constructed by increasing the Salary Schedule for the period July 1, 2011 through June 30, 2012 by one and nine-tenths percent (1.9%).
- Section 3. The 2013-2014 Salary Schedule for the Buildings and Grounds Department for the period July 1, 2013 through June 30, 2014 shall be constructed by increasing the Salary Schedule for those Departments for the period July 1, 2012 through June 30, 2014 by one and nine-tenths percent (1.9%).
- Section 4. The 2011-2012 Salary Schedule for the Cafeteria Department for the period July 1, 2011 through June 30, 2012 shall be the same Salary Schedule for that Department that was in effect for the period July 1, 2010 through June 30, 2011.
- Section 5. The 2012-2013 Salary Schedule for the Cafeteria Department for the period July 1, 2012 through June 30, 2013 shall be constructed by increasing the Salary Schedule for that Department for the period July 1, 2011 through June 30, 2012 by one and nine-tenths percent (1.9%).
- Section 6. The 2013-2014 Salary Schedule for the Cafeteria Department for the period July 1, 2013 through June 30, 2014 shall be constructed by increasing the Salary Schedule for that Department for the period July 1, 2012 through June 30, 2013 by one and nine-tenths percent (1.9%).
- Section 7. **Salary Schedule**
Salary Schedules are set forth in Appendix "B" attached hereto.
- Section 8. **Prior Service Credit**
Such credit shall be at the discretion of the Superintendent.
- Section 9. Unit members will be allowed to participate in the IRS 125 Plan .

- Section 10. Building checks are to be made by personnel assigned by the Director of School Facilities and Operations on Saturdays, Sundays and designated holidays, and they shall be paid at the rate of time and a half.
- Section 11. Where an employee is called in from home outside of normal employment hours for an emergency, he/she shall be guaranteed three (3) hours of overtime.
- Section 12. Increments
All increments are automatic; however, the Board of Education may, upon recommendation of the Superintendent, and after affording the staff member the opportunity to appear before the Board and be heard, withhold one or more further increments from the staff member.
- Section 13. Regular pay checks shall be paid on a semi-monthly basis.
- Section 14. Overtime shall be paid on the regular paychecks of each month subject to administrative regulations.

**ARTICLE XXII
TRANSFER AND REASSIGNMENTS**

- Section 1. Transfers and reassignments shall be made on the basis of seniority and qualifications wherever possible, and in accordance with the best interests of the District.

**ARTICLE XXIII
DUES DEDUCTION AND CREDIT UNION DEDUCTION**

- A. Dues Deduction
 - Section 1. The District agrees to deduct from the salaries of its employees dues for the UPSEU as said employees individually and voluntarily authorize the District to deduct and to transmit such monies to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779. Employee authorizations shall be in writing and in a manner consistent with Section 9 3B of the Municipal Law and Chapter 392 of the Laws of 1967.
 - Section 2. Upon request annually, the District shall provide the Union with a list of those employees who have voluntarily authorized the District to deduct dues for the UPSEU.
 - Section 3. Employees who are not members of the UPSEU shall have an agency fee

deducted from their salary and the District shall transmit such fee to the UPSEU. The UPSEU shall notify the District of the amount of such fee.

- a. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted within one (1) month to the Treasurer of the UPSEU.
- b. Ten (10) month employees shall have their dues prorated and deducted uniformly and consistently each pay day of the month accordingly so that the year's dues are equally divided into ten (10) month periods.
- c. The UPSEU assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the UPSEU.
- d. The District will deduct the dues on the basis of individually signed dues deduction authorization cards.
- e. In case earnings for any period are insufficient to cover dues or fee payment for such dues or fee shall be made by the employee directly to the Union.
- f. The UPSEU shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- g. Indemnity - The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.
- h. Participation in Legal Action - The Union will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Union by attorneys of its choosing and/or direct participation by said Union will be deemed as fulfilling the conditions of this paragraph.

B. Credit Union Deduction

1. The District will deduct from an employee's salary a sum of money designated by the employee and forward the same forthwith to the Nassau Educators' Federal Credit Union.

**ARTICLE XXIV
DISTRICT POLICIES AND REGULATIONS**

- Section 1. Policies and Regulations not replaced by this agreement shall remain in full force and effect during the life of this agreement. If any policy or regulation is inconsistent with the terms of this agreement this agreement shall control.
- Section 2. Notwithstanding Cafeteria Staff Regulations #4231, Sections 1, 2, 3, and 4, the length of the work year shall be reduced by two (2) days for elementary school staff and by three (3) days for secondary school staff. Accordingly, compensation shall be 198/200 and 197/200 of the scheduled salary respectively; such amounts to be prorated over the school year and reflected equally in each paycheck issued to Cafeteria staff members.
- Section 3. The Union shall be consulted concerning reductions in the length of the work day of Cafeteria staff members.

**ARTICLE XXV
BENEFIT PLAN**

- A. Buildings and Grounds Personnel
The District cost of UPSEU Benefit Plan shall be as follows for all employees except Cafeteria personnel:

\$1,175 per employee

- B. Full Time Cafeteria Personnel

The District cost of UPSEU Benefit Plan shall be as follows for all full time Cafeteria personnel:

\$577.00 per employee

Any increase in the District's annual cost for the remaining term of the contract shall be based on demonstrated need by UPSEU, not to exceed an additional \$50 per year.

**ARTICLE XXVI
LIFE INSURANCE**

- A. The members of the Buildings and Grounds Department shall be furnished Term Life Insurance in the amount of \$50,000.
- B. The full time members of the Cafeteria Department shall be furnished Term Life Insurance in the amount of \$20,000.

**ARTICLE XXVII
LABOR MANAGEMENT COOPERATION**

- A. The Union shall establish and maintain a committee to meet and consult with representatives of the District respecting ways and means for improving the financial status of the Cafeteria Program.
- B. The parties shall agree upon an up-dated and improved attendance form to be incorporated into the Agreement.
- C. The parties have agreed upon an updated and improved evaluation instrument attached hereto as Appendix "C".

**ARTICLE XXVIII
UNIFORMS**

Section I. Uniforms will be provided by the District and must be worn at all times.

- A. Buildings and Grounds
 - i. All newly hired Buildings and Grounds personnel shall be given five (5) complete sets of uniforms. These uniforms shall be replaced on an as needed basis.
 - ii. All employees in the employ of the District shall be given three (3) sets of uniforms. These uniforms shall be replaced on an as needed basis.
 - iii. All Grounds personnel shall receive a hooded raincoat and pants. (This also shall be applicable to all employees involved in directing traffic.)
 - iv. All Maintenance personnel shall receive a hooded raincoat and pants.

- B. Full Time Cafeteria Personnel
All full time Cafeteria employees in the employ of the District shall receive three (3) uniforms. Those uniforms shall be replaced on an as needed basis up to a maximum of two (2) uniforms per contract year. Also, worn out uniforms shall be replaced as needed.
- C. Hourly Cafeteria Personnel
Hourly Cafeteria employees shall receive one (1) uniform after three months of service and an additional uniform after six (6) months of service. Thereafter, they shall receive two (2) uniforms per contract year as needed.
- D. Worn out uniforms shall be replaced as needed.

Section 2. Work Shoes

The District shall annually provide two (2) pairs of footwear to each member of the Buildings and Grounds Staff, which shoes shall be worn by the employees, except as hereafter provided. The District and Union shall meet and consult on the type of footwear to be provided, and the process for selection and purpose, taking into account the particular needs of the employee's position and assignment. Exceptional circumstances, where an employee can establish documented medical requirements related to such footwear, will be given consideration.

**ARTICLE XXIX
LONGEVITY - CAFETERIA**

- A. Cafeteria (Full-time)
There shall be a longevity emolument of three hundred dollars (\$300.00). Effective July 1, 2008, the longevity emolument shall be three hundred and fifty dollars (\$350.00). Effective July 1, 2010, the longevity emolument shall be four hundred dollars (\$400.00).

**ARTICLE XXX
WORK WEEK/OVERTIME (DAY AND NIGHT SHIFTS)**

The work week for Buildings and Grounds staff shall be forty (40) hours.

Overtime shall be paid at the rate of time and one-half in excess of forty (40) hours per week.

**ARTICLE XXXI
NIGHT SHIFT DIFFERENTIALS**

An additional payment of \$1,150 will be paid to any staff member regularly assigned to the night shift.

**ARTICLE XXXII
CUSTODIAL STATUS**

After a Cleaner has been employed in the School District for as many as three (3) years, it is recommended that he apply for admission to the Nassau County State Civil Service Custodian Examination. If he passes this examination he will be eligible for appointment as a Custodian if an opening exists.

**ARTICLE XXXIII
EMERGENCY WORK**

All employees are required to report to work in the event of an All Call Emergency. An All Call Emergency shall be defined as an event that requires the attendance of all building and grounds personnel. The Chief Shop Steward and all employees being called shall be notified that the call out is an All Call Emergency. These members shall provide a telephone number where they can be reached and they must respond within a reasonable amount of time. If they fail to respond and/or do not report to work they must provide a reasonable written excuse to the Assistant Superintendent for Human Resources and Student Services. In the event that they fail to respond and/or appear on a second occasion within the same school year, they may be subject to the loss of a personal/sick leave day, only after being provided the opportunity to meet with the Assistant Superintendent for Human Resources and Student Services, which determination shall be non-grievable.

**ARTICLE XXXIV
AGREEMENTS BETWEEN PUBLIC EMPLOYEES
AND EMPLOYEE ORGANIZATIONS**

Section 1. **IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 204A OF THE TAYLOR LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE.**

**ARTICLE XXXV
DURATION**

Section 1. This contract shall be effective as of July 1, 2011, and shall remain in full force and effect until June 30, 2014. By mutual agreement on or before January 1,

2014, the agreement shall be extended for one additional year through June 30, 2015, inclusive of increases in compensation and benefits at the annual percentage rates established for the period 2013-2014 school year.


Section 2. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned.

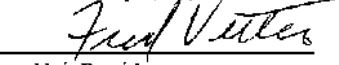
LEGISLATIVE BODY HAS GIVEN APPROVAL.

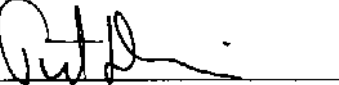
IN WITNESS WHEREOF, the parties hereunder set their hands and seals this

20th day of November, 2012.

UNITED PUBLIC SERVICE EMPLOYEES UNION

By: 
Kevin Boyle, Jr., President

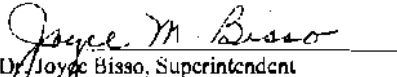
By: 
Unit President

By: 

By: _____

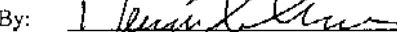
By: _____

**HEWLETT-WOODMERE
UNION FREE SCHOOL DISTRICT**

By: 
Dr. Joyce Bisso, Superintendent

By: 

By: _____

By: 

APPENDIX "A"
HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
ABSENCE REPORT (CUSTODIAL/GROUNDS/MAINTENANCE/FOOD SERVICE)

NAME (print) _____
LOCATION _____ DATE(S) OR PERIODS OF ABSENCE _____

***DIRECTIONS:** Check the appropriate reason for absence and submit this form to your immediate supervisor within 24 hours of receipt of this form. When reason for absence involves a matter of extreme confidentiality, please contact the Asst. Supt. for Human Resources & Student Services.*

I. ___ Personal Illness (doctor's note may be required for absence of three days or more)

II. ___ Vacation

III. Personal and Family Responsibilities (up to 5 days absence with pay for each incident):

___ Death in the immediate family _____ (relationship)

IV. Personal and Family Responsibilities (1 day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible, must be given):

___ Take self ___ or _____ (state relationship) in immediate family for medical appointment or to or from hospital, not possible except during school time

___ Care for immediate family member _____ (state relationship) who is sick, where absence of employee for such purpose is required

___ Attendance at funeral of immediate family member _____ (state relationship)

___ Birth of a child/grandchild

___ Wedding ceremony for self/immediate family member

___ Legal proceeding/court appearance

___ Moving to new home

___ Driving examination for license for employee

___ Conference, official meeting, or registration at child's school

___ Attend graduation, religious or awards ceremony for self/immediate family member

___ Other, state reason _____

V. ___ Emergency Situations or Extenuating Circumstances which prevent attendance. (1 day or part of a day with pay will be allowed for each incidence). Explanation required. This category includes such things as childcare emergency, automotive theft, accident, non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

Explanation: _____

VI. ___ Jury Duty (attach summons or court documentation)

VII. ___ Unspecified Snow Day (Advance notice, whenever possible, shall be given. Approval is required and is not generally granted as an extension to either a paid holiday or school vacation day.

VIII. ___ Unspecified Personal Day One personal leave day shall be granted with advance notice to and prior approval of the Superintendent (or designee). An employee need not specify the reason for the use of such personal day.

The Superintendent, for extenuating circumstances, may allow additional days of absence with or without pay.

Employee's Signature _____ Date _____

Administrator's Signature _____ Date _____

APPENDIX "B"
CUSTODIAL CONTRACT 2011-14

CLEANER AND CUSTODIAL
2011-2012

step	Cleaner	Custodian/ Grounds	Assist Head Elem	Assist Head Middle	Assist Head HHS	Head Elem/WEC	Head Elem/G	Head WMS	Head HHS	Pool Head	Super. OI Operations
1	44,397.00	46,428.00	47,834.00	48,705.00	49,756.00	50,103.00		50,632.00	55,179.00	48,999.00	65,970.00
2	45,058.00	47,108.00	48,514.00	49,384.00	50,435.00	50,783.00		51,312.00	55,859.00	49,678.00	66,649.00
3	45,726.00	47,811.00	49,216.00	50,088.00	51,139.00	51,486.00		52,016.00	56,562.00	50,382.00	67,352.00
4	46,410.00	48,519.00	49,925.00	50,795.00	51,846.00	52,194.00		52,723.00	57,270.00	51,089.00	68,061.00
5	47,152.00	49,293.00	50,698.00	51,569.00	52,620.00	52,968.00		53,497.00	58,043.00	51,863.00	68,834.00
6	47,653.00	50,027.00	51,433.00	52,303.00	53,354.00	53,702.00		54,231.00	58,778.00	52,597.00	69,569.00
7	48,558.00	50,778.00	52,183.00	53,054.00	54,105.00	54,453.00		54,982.00	59,529.00	53,348.00	70,319.00
8	49,293.00	51,536.00	52,942.00	53,812.00	54,863.00	55,211.00		55,740.00	60,287.00	54,106.00	71,078.00
9	50,027.00	52,424.00	53,830.00	54,701.00	55,752.00	56,099.00		56,628.00	61,175.00	54,994.00	71,966.00
10	50,778.00	54,978.00	56,384.00	57,255.00	58,306.00	58,654.00		59,183.00	63,730.00	57,548.00	74,520.00
11	51,536.00	54,978.00	56,384.00	57,255.00	58,306.00	58,654.00		59,183.00	63,730.00	57,548.00	74,520.00
12	52,300.00	54,978.00	56,384.00	57,255.00	58,306.00	58,654.00		59,183.00	63,730.00	57,548.00	74,520.00
13	53,081.00	54,978.00	56,384.00	57,255.00	58,306.00	58,654.00		59,183.00	63,730.00	57,548.00	74,520.00
14	53,872.00	54,978.00	56,384.00	57,255.00	58,306.00	58,654.00		59,183.00	63,730.00	57,548.00	74,520.00
15	55,219.00	60,269.00	61,688.00	62,569.00	63,630.00	63,982.00		64,516.00	69,108.00	62,865.00	79,414.00
20	57,713.00	61,100.00	62,519.00	63,400.00	64,461.00	64,813.00		65,347.00	69,839.00	63,696.00	80,239.00
25	58,306.00	63,433.00	64,853.00	65,732.00	66,794.00	67,145.00	72,271.00	67,680.00	72,271.00	66,029.00	82,554.00

CUSTODIAL 2011-14 CONTRACT

CLEANER AND CUSTODIAL
2012-2013

step	Cleaner	<u>Custodian/</u>	<u>Assist Head</u>	<u>Assist Head</u>	<u>Asst Head</u>	<u>Head</u>	<u>Head</u>	<u>Super. Of</u>			
		<u>Grounds</u>	<u>Elem</u>	<u>Middle</u>	<u>HHS</u>	<u>Elem/WEC</u>	<u>Elem/G</u>	<u>Head WM5</u>	<u>Head HHS</u>	<u>Pool Head</u>	<u>Operations</u>
1	45,241.00	47,310.00	48,743.00	49,630.00	50,701.00	51,055.00		51,594.00	56,227.00	49,930.00	57,223.00
2	45,914.00	48,003.00	49,436.00	50,322.00	51,393.00	51,748.00		52,287.00	56,920.00	50,622.00	67,915.00
3	46,595.00	48,719.00	50,151.00	51,040.00	52,111.00	52,464.00		53,004.00	57,637.00	51,339.00	68,632.00
4	47,292.00	49,441.00	50,874.00	51,760.00	52,831.00	53,186.00		53,725.00	58,358.00	52,060.00	69,354.00
5	48,048.00	50,230.00	51,661.00	52,549.00	53,620.00	53,974.00		54,513.00	59,146.00	52,848.00	70,142.00
6	48,762.00	50,978.00	52,410.00	53,297.00	54,368.00	54,722.00		55,261.00	59,895.00	53,596.00	70,891.00
7	49,481.00	51,743.00	53,174.00	54,062.00	55,133.00	55,488.00		56,027.00	60,660.00	54,362.00	71,655.00
8	50,230.00	52,515.00	53,948.00	54,834.00	55,905.00	56,260.00		56,799.00	61,432.00	55,134.00	72,428.00
9	50,978.00	53,420.00	54,853.00	55,740.00	56,811.00	57,165.00		57,704.00	62,337.00	56,039.00	73,333.00
10	51,743.00	56,023.00	57,455.00	58,343.00	59,414.00	59,768.00		60,307.00	64,941.00	58,641.00	75,936.00
11	52,515.00	56,023.00	57,455.00	58,343.00	59,414.00	59,768.00		60,307.00	64,941.00	58,641.00	75,936.00
12	53,294.00	56,023.00	57,455.00	58,343.00	59,414.00	59,768.00		60,307.00	64,941.00	58,641.00	75,936.00
13	54,090.00	56,023.00	57,455.00	58,343.00	59,414.00	59,768.00		60,307.00	64,941.00	58,641.00	75,936.00
14	54,895.00	56,023.00	57,455.00	58,343.00	59,414.00	59,768.00		60,307.00	64,941.00	58,641.00	75,936.00
15	56,268.00	61,414.00	62,860.00	63,758.00	64,839.00	65,198.00		65,742.00	70,421.00	64,059.00	80,923.00
20	58,810.00	62,261.00	63,707.00	64,605.00	65,686.00	66,044.00		66,589.00	71,268.00	64,906.00	81,764.00
25	60,025.00	64,638.00	66,085.00	66,981.00	68,063.00	68,421.00	73,644.00	68,966.00	73,644.00	67,284.00	84,123.00

MAINTENANCE SALARY GUIDE 11-14 CONTRACT
2011-12

step	<u>Maintenance</u>		<u>Lead</u>	<u>Head</u>	<u>Maintenance</u>
	<u>Helper</u>	<u>Maintenance</u>	<u>Maintainer</u>	<u>Groundskeeper</u>	<u>Supervisor</u>
1	50,783	51,973	57,026	54,736	65,526
2	51,543	52,732	57,785	55,496	66,287
3	52,309	53,498	58,551	56,261	67,052
4	53,083	54,274	59,327	57,037	67,828
5	53,872	55,064	60,117	57,827	68,617
6	54,682	55,872	60,925	58,633	69,423
7	55,497	56,688	61,741	59,449	70,239
8	56,329	57,519	62,572	60,283	71,073
9	57,170	58,361	63,414	61,122	71,913
10	58,356	59,546	64,599	62,309	73,100
11	58,356	59,546	64,599	62,309	73,100
12	58,356	59,546	64,599	62,309	73,100
13	58,356	59,546	64,599	62,309	73,100
14	58,356	59,546	64,599	62,309	73,100
15	64,596	65,798	71,485	68,587	78,700
20	65,592	66,794	72,482	69,588	79,692
25	67,756	68,959	74,647	71,752	81,833

MAINTENANCE SALARY GUIDE 11-14 CONTRACT
2012-13

step	<u>Maintenance</u>		<u>Lead Maintainer</u>	<u>Head</u>	
	<u>Helper</u>	<u>Maintenance</u>		<u>Groundskeeper</u>	<u>Supervisor</u>
1	51,748	52,960	58,109	55,776	66,771
2	52,522	53,734	58,883	56,551	67,546
3	53,303	54,515	59,664	57,330	68,326
4	54,091	55,306	60,455	58,121	69,117
5	54,896	56,110	61,259	58,925	69,921
6	55,721	56,934	62,083	59,747	70,743
7	56,552	57,765	62,914	60,578	71,574
8	57,399	58,611	63,760	61,428	72,424
9	58,257	59,470	64,619	62,283	73,279
10	59,464	60,678	65,827	63,493	74,489
11	59,464	60,678	65,827	63,493	74,489
12	59,464	60,678	65,827	63,493	74,489
13	59,464	60,678	65,827	63,493	74,489
14	59,464	60,678	65,827	63,493	74,489
15	65,823	67,048	72,843	69,890	80,195
20	66,839	68,063	73,859	70,910	81,207
25	69,044	70,269	76,065	73,115	83,388

MAINTENANCE SALARY GUIDE 11-14 CONTRACT
2013-14

step	<u>Maintenance</u>	<u>Maintenance</u>	<u>Lead</u>	<u>Head</u>	<u>Maintenance</u>
	<u>Helper</u>		<u>Maintainer</u>	<u>Groundskeeper</u>	<u>Supervisor</u>
1	52,731	53,966	59,213	56,835	68,040
2	53,520	54,755	60,002	57,625	68,830
3	54,315	55,551	60,797	58,419	69,624
4	55,119	56,356	61,603	59,225	70,430
5	55,939	57,176	62,423	60,045	71,250
6	56,780	58,015	63,262	60,882	72,087
7	57,626	58,863	64,110	61,729	72,934
8	58,490	59,725	64,972	62,595	73,800
9	59,363	60,600	65,847	63,467	74,671
10	60,594	61,831	67,078	64,700	75,904
11	60,594	61,831	67,078	64,700	75,904
12	60,594	61,831	67,078	64,700	75,904
13	60,594	61,831	67,078	64,700	75,904
14	60,594	61,831	67,078	64,700	75,904
15	67,074	68,322	74,227	71,218	81,719
20	68,109	69,357	75,263	72,258	82,750
25	70,355	71,605	77,511	74,504	84,973

CAFETERIA 2011-14 CONTRACT
2011-12 SALARY GUIDE

<u>Salary</u>	<u>Cook Elem &</u>					
<u>Grade</u>	<u>FECC</u>	<u>Cook Middle</u>	<u>Cook HS</u>	<u>Assit Cook</u>	<u>Annual FSH</u>	<u>Hrly FSH</u>
1	17,282	17,511	17,684	17,224	15,937	10.88
2	17,580	17,810	17,983	17,524	16,239	11.28
3	18,137	18,366	18,540	18,080	16,789	11.62
4	18,695	18,924	19,097	18,638	17,357	12.29
5	19,271	19,501	19,672	19,214	17,923	12.76
6	19,398	19,627	19,798	19,340	18,061	13.43
7	19,667	19,896	20,068	19,609	18,333	13.78
8	19,939	20,168	20,342	19,882	18,601	N/A
9	20,207	20,437	20,609	20,150	18,873	N/A

CAFETERIA 2011-14 CONTRACT
2012-13 SALARY GUIDE

<u>Salary</u>	<u>Cook Elem. &</u>					
<u>Grade</u>	<u>FECC</u>	<u>Cook Middle</u>	<u>Cook HS</u>	<u>Assit Cook</u>	<u>Annual FSH</u>	<u>Hrly FSH</u>
1	17,610	17,844	18,020	17,551	16,239	11.09
2	17,914	18,149	18,324	17,857	16,547	11.49
3	18,482	18,715	18,892	18,424	17,108	11.85
4	19,050	19,284	19,460	18,992	17,687	12.52
5	19,638	19,871	20,046	19,579	18,263	13.00
6	19,766	20,000	20,175	19,707	18,404	13.68
7	20,040	20,274	20,450	19,981	18,681	14.04
8	20,318	20,551	20,728	20,260	18,954	N/A
9	20,590	20,825	21,001	20,533	19,231	N/A

CAFETERIA 2011-14 CONTRACT
2013-14 SALARY GUIDE

<u>Salary</u>	<u>Cook Elem &</u>					
<u>Grade</u>	<u>FECC</u>	<u>Cook Middle</u>	<u>Cook HS</u>	<u>Assjt Cook</u>	<u>Annual FSH</u>	<u>Mrly FSH</u>
1	17,945	18,183	18,362	17,885	16,548	11.30
2	18,254	18,493	18,672	18,196	16,862	11.71
3	18,833	19,071	19,251	18,774	17,433	12.07
4	19,412	19,650	19,829	19,353	18,023	12.76
5	20,011	20,249	20,427	19,951	18,610	13.25
6	20,142	20,380	20,558	20,082	18,754	13.94
7	20,421	20,659	20,838	20,361	19,036	14.31
8	20,704	20,942	21,122	20,645	19,314	N/A
9	20,982	21,221	21,400	20,923	19,597	N/A

APPENDIX "C"
HEWLETT-WOODMERE PUBLIC SCHOOLS
**ANNUAL EVALUATION REPORT FOR CUSTODIAL/GROUNDS/MAINTENANCE/
 FOOD SERVICE**

Name: _____ Assignment: _____
 Date: _____ Evaluator: _____

Rating: 1=Unsatisfactory, 2=Below standard, 3=Meets standard, 4=Above standard, 5= Far exceeds standard
 Any rating below 3 will be accompanied by a written explanation(attached)

A. Work Quality/Technical Competence					
	1	2	3	4	5
Successfully completes assigned tasks					
Works accurately and/or effectively					
Uses time wisely					
B. Dependability					
	1	2	3	4	5
Follows directions					
Performs responsibilities conscientiously					
Abides by rules and regulations					
C. Initiative					
	1	2	3	4	5
Develops resourceful solutions					
Willing to offer positive suggestions					
Initiates assignments					
D. Relationships					
	1	2	3	4	5
Works cooperatively and harmoniously with others					
Uses good judgement in dealing with students, staff and parents					
Accepts direction and suggestions					
E. Attendance					
	1	2	3	4	5
Reports for work on time					
Returns from lunch/breaks on time					
Level of attendance					
Days taken:					
Year	Sick	Personal	Total	Conference	
F. Overall Rating					
	1	2	3	4	5

THE EMPLOYEE SIGNATURE INDICATES THAT THE EVALUATION WAS RECEIVED & REVIEWED. IT DOES NOT NECESSARILY DENOTE AGREEMENT. EMPLOYEE COMMENTS MAY BE MADE ON AN ADDITIONAL PAGE, FORWARDED TO HUMAN RESOURCES AND ATTACHED.

 SIGNATURE OF EMPLOYEE/DATE

 SIGNATURE OF APPRAISER/POSITION/DATE

Directions:

1. The original report form shall be submitted to the Department of Human Resources.
 2. Provide one signed copy of this form to the employee
 3. One signed copy of this form shall be retained by the building principal/supervisor.
- Rev. 7/2012

