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Contract Database Metadata Elements

Title: New Hyde Park-Garden City Park Union Free School District and New Hyde Park-Garden City Park Monitors and Cafeteria Aids Unit, United Public Service Employees Union (UPSEU) (2011)

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Union: New Hyde Park-Garden City Park Monitors and Cafeteria Aids Unit, United Public Service Employees Union (UPSEU)

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12/04/12

AGREEMENT

between

THE BOARD OF EDUCATION
NEW HYDE PARK-GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT

and

UNITED PUBLIC SERVICE EMPLOYEES UNION

and its

NEW HYDE PARK-GARDEN CITY PARK MONITORS/CAFETERIA AIDES UNIT

July 1, 2011 – June 30, 2014

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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 United Public Service Employees Union and its New Hyde Park-Garden City Park Monitors/Cafeteria Aides Unit (hereinafter "Union") as the exclusive bargaining agent for the District's regularly employed full-time and part-time Cafeteria Aides/Monitors and Food Service Helpers, and excluding all other District employees.

ARTICLE II. PAYROLL DEDUCTIONS

1. Dues

- A. Payroll deductions will be made for membership dues in the Union upon the written consent, in conformity with law, of any unit employee of the District and will be remitted to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, or its duly authorized agent.
- B. Dues shall be deducted in uniform amounts from each paycheck.
- C. Upon request, the District will provide UPSEU annually with a list of employees who have voluntarily authorized dues deduction for the Union.

2. Agency Fee

The District and Union will comply with all statutory requirements regarding Agency Fee.

3. Hold Harmless

The Union 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 Union.

ARTICLE III. CONDITIONS OF EMPLOYMENT

1. Safety

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 building principal.

It shall be the duty of each employee to familiarize himself/herself with the handbook "Procedures to be Followed in Case of Fire," as well as to familiarize himself/herself with procedures to be followed in case of other emergencies.

2. Work Hours and Year

- A. Daily Hours
 - designated by the District.
 - The Food Service Helper will be employed for the number of hours designated by the District and the position shall not be designated as fewer than a 15 hour per week position.
- B. Work Year
 - The work year shall be no longer than the work year for the New Hyde Park Teachers' Association.
- C. Emergency School Closing
 - Effective upon the complete ratification and approval of this agreement, in the event that school is closed on a scheduled day due to an emergency, employees will be paid for the number of hours they would normally have worked on that day. Employees will only be entitled to payment for two (2) such closing days per school year.

3. Overtime Pay

Monday through Friday inclusive

Beyond forty (40) hours per week - time and one-half (1 1/2) of the regular hourly rate of the employee, Monday through Friday inclusive.

4. Sign-In Sheet

Unit members will be required to sign in and out of the building.

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 grievance 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. Aggrieved party shall mean any person or group of persons in this unit filing a grievance.

D. Administrator is the building principal.

E. 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 within 10 calendar days of the alleged violation of the collective bargaining agreement. 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, within five calendar days of being informed of the supervisor's determination, the employee shall make a written request for a review and determination by the principal. Such a request shall be made to the principal in writing and shall include a specific statement of the grievance. Within five days of the receipt of this statement, the principal 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 principal 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 that the employee decides to appeal the decision of the principal, within five business days of receipt of the written report of the principal's findings, the employee shall make a written request for 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 school days from the date of receipt of the request for such a review, with not less than two 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 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 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 45 days from the receipt of the Notice of Appeal and upon not less than five 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.

ARTICLE V. PROTECTION OF UNIT EMPLOYEES

Meetings between officers of the Union and the Superintendent or his/her designee will be held at the request of either side. Where possible, 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 non-working hours.

ARTICLE VI. 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 VII. RETIREMENT

Benefits of the New York State Employees Retirement System are available to all eligible members.

ARTICLE VIII. ABSENCES

1. Personal Illness/Business Days

Four days' absence due to personal illness or personal business shall be permitted per school year. Application for personal business days shall be made to the Superintendent on the attached form, and when practicable, shall be submitted at least three days prior to the day or days requested. The Superintendent shall have the authority to accept or reject the request. Personal business days shall not be used on the day before or after a school holiday or school vacation, absent an unusual or extraordinary circumstance. Employees who do not use any days for personal illness or personal business in a school year may bank one day for use in a future year without limit.

2. 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, however, employees shall only be paid for absences in accordance with paragraph 1 above. The Superintendent of Schools shall receive medical certification of the employee's physical ability to perform his/her duties prior to the time the employee returns from this absence.

3. Medical Examinations

Medical examinations are held on school time.

4. Jury Duty

Notice of jury duty must be submitted to the Superintendent on the next work day following receipt of the notice. Employees shall request on-call jury service where it is available. The District shall pay employees for their regular scheduled hours at the regular hourly wage during the first three days of jury service, up to a maximum of \$40 per day.

5. Court or Governmental Agency Appearance

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

6. Bereavement Leave

An employee shall be entitled to up to three days of bereavement leave upon the death of a member of his/her immediate family. Immediate family includes the employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or any relative residing in the personal household of the employee. Effective September 10, 2012, the Superintendent in his/her sole discretion, may grant an employee up to an additional two days of bereavement leave. The Superintendent's exercise of discretion shall be non-grievable and shall not be subject to Article IV (Grievance Procedure) or PERB or judicial review.

7. Contagious Diseases.

“Contagious diseases” include chicken pox, conjunctivitis, Fifth disease, measles, mumps, pertussis, rubella and scarlet fever. If, in the performance of his/her job duties, a monitor has direct contact with a student with one of the above contagious diseases during the incubative (contagious) phase of the disease, and the monitor thereafter contracts the disease during the normal incubation period, then upon submission of documentation of the illness satisfactory to the District, the monitor will be paid for his/her absences during the incubative phase of the disease without charge to personal illness/business days.

8. Pattern of Absences.

Employees are on notice that in the event of a pattern of absences the District may require a doctor's note.

ARTICLE IX. SALARY GUIDES

A. Salary:

Unit members shall be paid, retroactive to July 1, 2011, at the following rates:

1. Base salary for employees hired prior to July 1, 2005:

	Effective July 1, 2011	Effective July 1, 2012	Effective July 1, 2013
Door Monitor	\$11.11/hour	\$11.33/hour	\$11.56/hour
Cafeteria Aide/Monitor	\$14.39/hour	\$14.68/hour	\$14.97/hour

2. Base salary for employees hired on or after July 1, 2005:

	Effective July 1, 2011	Effective July 1, 2012	Effective July 1, 2013
Door Monitor	\$9.23/hour	\$9.41/hour	\$9.60/hour
Cafeteria Aide/Monitor	\$11.50/hour	\$11.73/hour	\$11.96/hour
Food Service Helper	\$15.78/hour	\$16.10/hour	\$16.42/hour
Lead Food Service Helper	\$17.82/hour	\$18.18/hour	\$18.54/hour

B. Fingerprints:

Newly hired employees shall be reimbursed for the costs of fingerprinting upon completion of 10 school days of employment.

C. Evening Functions:

Employees who work at evening school functions (i.e., functions held on or after 6:00 p.m.) shall be paid at the rate of \$28.65 per hour.

D. In the event that a Unit member is asked to fill-in for an absent Food Service Helper, the Unit member shall be paid for said service at the base Food Service Helper rate.

ARTICLE X. 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 Superintendent's designee. At the request of the employee, items may be removed from the file for copying by the Superintendent's designee. 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 he/she agrees with it. The employee may prepare an answer to the derogatory matter for his/her file. 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 a document which contains derogatory matters or a negative written statement 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 XI. REASSIGNMENT

Employees may request reassignment from one building to another. Employees may be reassigned according to Civil Service regulations.

Employees may be reassigned for the good of the District.

ARTICLE XII. VACANCY POSTINGS

The District shall post all job openings and unit members shall be considered for any positions for which they apply.

ARTICLE XIII. UNION BUSINESS

1. Standard procedures will be followed to reserve District facilities for meetings, which must be held during non-working hours.
2. The President of the unit shall be given one copy of the minutes of the public meetings of the Board of Education.
3. The District will provide the President of the unit with a current list of all unit members and their salaries at the beginning of each school year.
4. Space on at least one bulletin board shall be reserved at an accessible place in each school for the use of the Union, for the purposes of posting material dealing with proper and legitimate Union business.

ARTICLE XIV. MUTUALITY OF OBLIGATION

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.

ARTICLE XV. MISCELLANEOUS

1. The School District will offer direct deposit to the unit employees for their paychecks.
2. In the event that the District implements a District-wide time management system, employees will be required to use the system as directed.

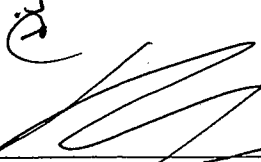
ARTICLE XVI. DURATION

1. The provisions of this contract shall remain in full force and effect until June 30, 2014. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2014.
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:

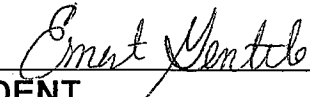
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this

~~12~~ 7th day of ~~December~~, 2012.



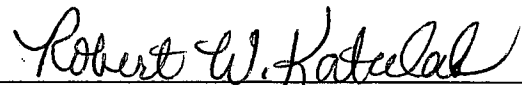
Kevin E. Brown
**(United Public Service Employees
Union and its New Hyde Park-
Garden City Park Union Free
School District Monitors/
Cafeteria Aides Unit)**



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



**PRESIDENT
(New Hyde Park-Garden City Park
Monitors/Cafeteria Aides Unit)**



**SUPERINTENDENT
(New Hyde Park-Garden City Park
Union Free School District)**