
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**NEW HYDE PARK-GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**

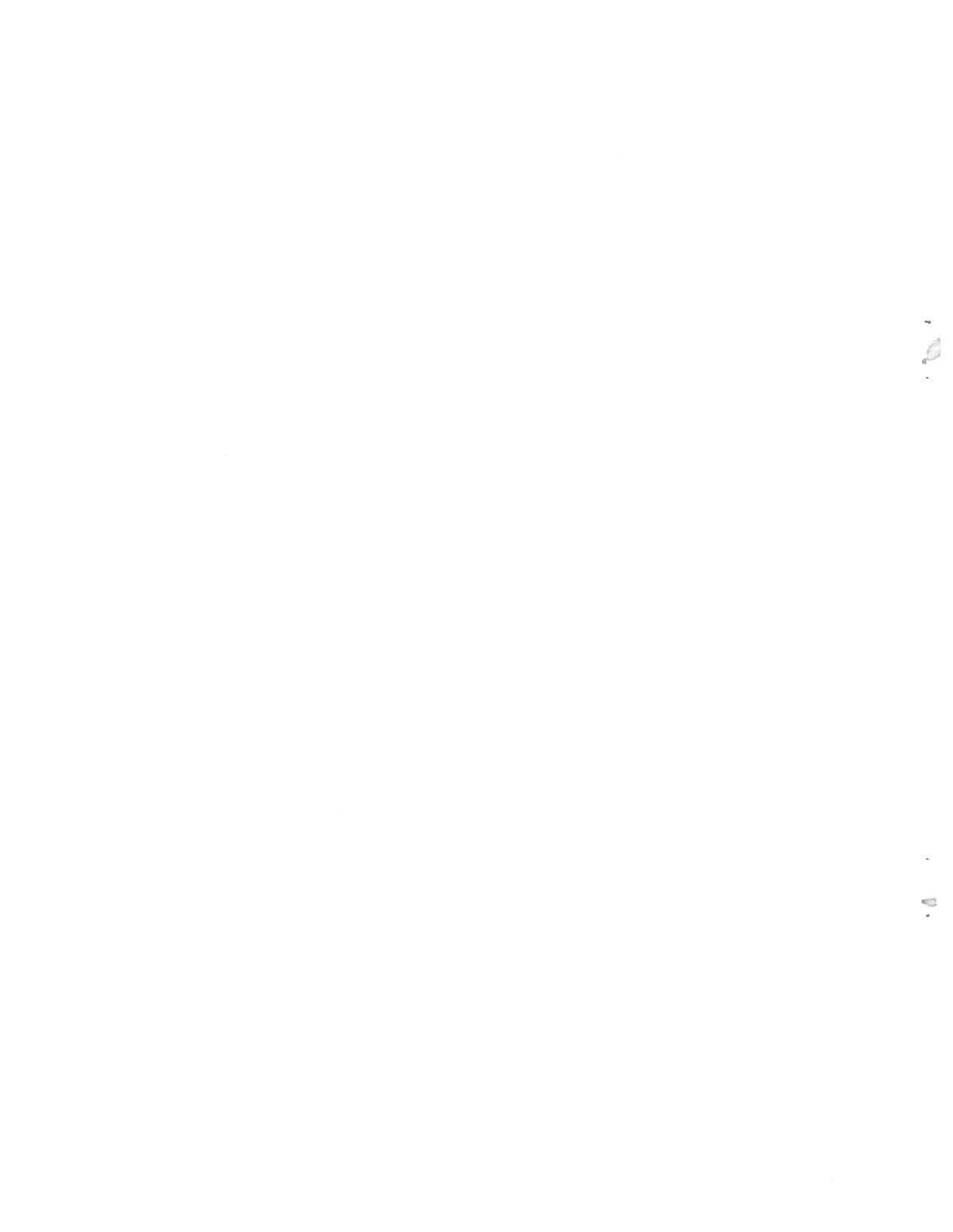


New Hyde Park-Garden City Park UFSD Custodial
and Transportation Unit
Nassau County Educational Local 865

July 1, 2019 - June 30, 2024

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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, bus drivers and part-time 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 will 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 will 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 will 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/them 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 will indemnify and hold the District harmless against any and all claims, demands, suits and other forms of liability that 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 will be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Any 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 unit employees will work at night in the same school. In the event of an absence (including but not limited to one or more days of sick, vacation, vacancy, disability or workers' compensation injury), the District will ensure the presence of another individual in the school building during the entire shift.

2. Day Custodial Employee

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

35 hours per week: 3:00 p.m. to 11:00 p.m.

4. Part-Time Bus Drivers

Notwithstanding any other provision of Article III, part-time bus drivers will regularly work no more than 20 hours per workweek. Any part-time bus driver who is directed to complete a bus route and who completes it in one hour or less will receive a minimum of one hour's pay at the rate of \$16.67 per hour. Effective February 13, 2023, the part-time bus driver hourly rate will be increased to \$17.34. Effective July 1, 2023, the part-time bus driver hourly rate will be increased to \$17.77.

On those occasions where a part-time bus driver is pre-approved in writing to work during a District-sanctioned field trip, the part-time bus driver may work in excess of 20 hours for that workweek and will be compensated for his/her work at the part-time bus driver hourly rate.

Part-time bus drivers are not entitled to any of the benefits provided for in Article III (5) (Summer and School Vacation Hours), (6) (Lunch - Coffee Break), (7) (Overtime), (8) (Credit for Prior Experience), (9) (Vacations), or (10) (Prorated Vacation).

5. Summer and School Vacation Hours

Summer hours will commence on the second day after school closes in June and end on the sixth to last workday in August. The School District will 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.

Employees will 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, employees will not have any breaks other than the thirty minute lunch break.

6. Lunch - Coffee Break

A. Custodians, Cleaners, Grounds Keepers and Maintainers

The Head Custodian will arrange for:

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

The Director of Facilities will arrange for an appropriate lunch period of one hour and a uniform coffee break not in excess of 15 minutes in the morning and in the afternoon for each Grounds Keeper and Maintainer.

B. Full-Time Bus Drivers

The Director of School Facilities will arrange for:

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

7. Overtime

A. Monday through Friday Inclusive

Beyond eight hours per day or seven hours per night, time and one-half (1-1/2) of the regular hourly rate of the employee. For full-time night employees, overtime will be paid based on the regular weekly hours worked by a full-time night 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 employees will not be required to work except in emergencies on the 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 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. Employees will be paid double time if they are required to work on a holiday.
- (2) This section will not apply to bus drivers.

E. Emergency Situations

(1) Snow Removal

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 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 employee will be scheduled to work the day shift at the same applicable hours as the day employees.

- a. Effective May 18, 2011, notwithstanding any contract provision or practice to the contrary, the following will be applicable when school is closed for a snow day and night shift custodial employees are scheduled to work the 6:30 a.m. to 3:30 p.m. shift:
 1. The Director of Facilities will have the sole discretion, to be exercised on a day by day basis, to require all custodial employees who work the 6:30 a.m. to 3:30 p.m. shift, to end their shift at 11:00 a.m.

2. In the event the Director of Facilities does not permit custodial employees to end their shift at 11:00 a.m., a majority of the head custodians may request to the Director of Facilities that employees end their shift at 12:00 p.m. The decision whether to permit employees to leave at 12:00 p.m. will be made in the sole discretion of the Director of Facilities to be exercised on a day by day basis.
 3. In the event employees end their shift at 11:00 a.m. or 12:00 p.m. pursuant to paragraphs E(1)(a)(1) or E(1)(a)(2) above:
 - i. Employees will not receive a lunch break or either 15 minute break.
 - ii. Employees will be paid at their straight time rate for their regular 6:30 a.m. to 3:30 p.m. shift and will not be entitled to a guaranteed minimum of four hours' compensation.
 4. Article III(7)(E)(1)(a) will not be subject to the parties' grievance procedure or review in any other forum.
 5. This provision will not modify or alter any term of the collective bargaining agreement, establish a practice or restrict or modify the District's rights with respect to employees' work schedules, in any manner, that existed as of May 18, 2011.
- b. Notwithstanding any contract provision or practice to the contrary, the following will be applicable on all days during the school year when school is closed but custodial employees are required to work and night shift custodial employees are required to work the 6:30 a.m. to 3:30 p.m. shift, except for days school is closed due to snow:

The Director of Facilities will have the sole discretion, to be exercised on a day by day basis, to permit all custodial employees who are required to work the 6:30 a.m. to 3:30 p.m. shift to end their shift at 2:30 p.m.

In the event the Director of Facilities exercises his/her discretion in this manner, these custodial employees will receive a 30 minute lunch break but no 15 minute breaks.

This Section "b" will in no way modify Article III (5) of the CBA and will not be subject to the parties' grievance procedure or review in any other forum.

This Section "b" will not modify or alter any term of the collective bargaining agreement, establish a practice or restrict or modify the District's rights with respect to employees' work schedules, in any manner, that existed as of May 18, 2011.

- (2) The Head Custodian will 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 hours' compensation.
- (3) When the School District is closed due to snow, an employee who is asked to report to work and who does report to work, will be compensated for a full day's pay at one and one-half (1½) the employee's hourly rate.

F. Overtime for Bus Drivers

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

G. Overtime for Custodians, Cleaners, Grounds Keepers and Maintainers.

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. Maintainers and grounds keepers will receive overtime assignments from the District-wide list,

not the Head Custodian. 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/their designee may assign overtime for specific projects or where special skills are needed.

Effective February 13, 2023, the above five paragraphs will be deleted.

Effective February 13, 2023, overtime assignments will first be offered to employees with the requisite skills who are working in the building in which the overtime is needed, in seniority order.

If there are no volunteers, the District will use the District-wide seniority list to offer the assignment to employees with the requisite skills, on a rotating basis. If an employee declines an overtime assignment on a volunteer basis, that employee's name will be placed on the bottom of the list. The District-wide list will be established by having employees who are interested in working overtime assignments sign the list at the beginning of each year. Employees hired on or after July 1 will be added to the bottom of the District-wide list and will be required to remain on the list until the following signup period.

If there are still no volunteers, the District may assign the least senior employees with the requisite skills who are working in the building to perform the overtime. If additional staff are needed, then the District may assign the least senior employees with the requisite skills who are working on the date of the assignment to perform the overtime.

Notwithstanding the above, the Superintendent or his/her/their designee may assign overtime without using the above procedure for specific projects or where special skills are needed.

8. Credit for Prior Experience

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

9. Vacations

<u>After Completion</u> <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</u> <u>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. Employees will not take more than two consecutive weeks of vacation at one time, except that if an employee needs additional vacation time that is already accrued, for special circumstances, the District's approval will not be unreasonably withheld.

The District will 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 will not apply to bus drivers.

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

<u>Conclusion of Fiscal Years of Employment</u>	<u>Vacation Proration Months Worked</u>
One Year	One day per month not to exceed 10 days
Five years	One and one-half (1-1/2) days per month not to exceed 15 days
11 years	One and one-half (1-1/2) days per month not to exceed 16 days
12 years	One and one-half (1-1/2) days per month not to exceed 17 days
13 years	One and one-half (1-1/2) days per month not to exceed 18 days
14 years	One and one-half (1-1/2) days per month not to exceed 19 days
15 years	Two days per month not to exceed 20 days

This section will not apply to bus drivers.

11. 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.

12. Filling Vacancies

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

13. Uniforms and Gear

A. Custodians, Cleaners, Grounds Keepers and Maintainers

(1) These employees will be allotted three complete sets of uniforms, consisting of three shirts and three pants. Each employee will be allotted one zipper lined spring jacket, to be replaced only after inspection of condition by the Director of School Facilities. All uniforms will be purchased by annual bidding and will be ordered by August 1, except for those of new personnel. Uniforms for new personnel will be ordered within 30 days of the employee's hire. Once during the life of this contract, unit members will be provided with one winter weight jacket, which will be selected by the District. A winter weight jacket for a new employee will be ordered within 30 days of completion of the employee's probationary period. The jacket may only be worn while the employee is performing work for the District.

(2) Each school will have two sets of foul weather gear available for use. 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.

(3) Each school year, grounds keepers will be provided with one pair of coveralls.

B. Bus Drivers

The District will provide Bus Drivers with three complete sets of uniforms, consisting of three shirts and three pants upon hire and three additional uniforms per year thereafter. Once during the life of this

contract the District agrees to provide rain gear for transportation employees.

C. Work Shoes

The District will provide each employee with one pair of work shoes per contract year in the following manner: employees will select safety work shoes from the District's vendor's options and the District will purchase and provide the shoes. Effective February 13, 2023, employees' work shoes must meet applicable American Society of Testing Materials (ASTM) or American National Standards Institute (ANSI) safety standards (*i.e.*, they must be ASTM or ANSI certified).

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.
- (3) Effective February 13, 2023, notwithstanding any past practice to the contrary, any non-fit-related alterations to District-provided uniforms may subject employees to disciplinary action up to and including termination of employment.

14. Noncompetitive Employee - Termination

A noncompetitive employee employed in the school district full-time for five 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.

15. Reimbursement

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

16. Fingerprinting

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

17. Promotions

The District will try to promote employees from within.

18. Air-Conditioners

Employees will 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.

19. Vehicle and Traffic Violations

Effective February 13, 2023, employees who engage in vehicle and/or traffic violations while operating a District vehicle, whether on or off-duty, will be required to reimburse the District for the cost of any resulting fine/traffic ticket within five business days of the District's demand for same, except where the fine/ticket is issued due to a vehicle repair-related issue (e.g., a broken brake light) of which the employee did not know or could not have reasonably known at the time that the fine/ticket was issued. Employees who fail to reimburse the District within the specified timeframe will have the fine/traffic ticket amount deducted from their future earnings. It is understood that, notwithstanding this provision, employees may be subject to disciplinary action, up to and including termination of employment, for engaging in vehicle and/or traffic violations while operating a District vehicle and/or failing to report same; or for unauthorized use of a District vehicle; or for failing to report known damage to, or malfunctioning of, a District vehicle.

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 will mean any part-time or full-time person employed under the conditions of this contract.
- C. The term supervisor will mean, in the case of:

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

- D. Chief School District Officer is the Superintendent.

3. Procedures

- A. The employee will attempt first to satisfy his/her/their grievance by an informal conference with his/her immediate supervisor within 45 calendar days of the alleged violation of the collective bargaining agreement. The employee will be informed within a period of five days of the determination of his/her/their informal grievance.
- B. If the grievance has not been satisfactorily resolved by the informal conference, the employee will request, in writing within 10 calendar days of being informed of the supervisor's determination, a review and determination by the Director of Facilities. The request will be made to the Director of Facilities in writing and will include a specific statement of the grievance. Within five days of the receipt of this statement, the

Director of Facilities will 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 will conduct a hearing and will 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 will request, in writing within seven business days of receipt of the written report of findings, a review and determination by the Superintendent of Schools. Upon receipt of a written request for a review and determination, the Superintendent will schedule a hearing to be held not more than 10 school days from the date of receipt of the request for review, with not less than two days' notice to the employee. The Superintendent will review the record, and will consider oral and written statements deemed relevant by the parties.

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

- D. The employee will have the further right to appeal the decision of the Superintendent to the Board of Education, provided the employee will direct a written notice of appeal to the President of the Board of Education within a period of 10 school days from the date of receipt of the decision of the Superintendent. A copy of the notice of appeal will likewise be directed to the Superintendent, who will thereupon forward to the President of the Board all records of the hearing held by him/her/them. The Board of Education will 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 will review the record presented and the 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 will render its decision promptly, in any event, not more than 30 days from the date of the conclusion of the hearing and will so notify the employee and the Superintendent in writing.

4. If the matter is not resolved to the satisfaction of the aggrieved party with the Board of Education, the employee and the Union may commence a proceeding pursuant to CPLR Article 78 to review the decision of the Board of Education.

ARTICLE V. PROMOTIONS

1. All openings for promotional positions and for positions paying higher salary differentials will be adequately publicized in every school on bulletin boards and all qualified unit personnel will be given adequate opportunity to make application for the positions. A unit member who applies for a vacant position for which the unit member is eligible in the District shall be accorded an interview for the position.
2. Salary is 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/them to return to work at a date and time not less than seven days from the date of the mailing of the 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. The 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/their designee, will meet with the Superintendent or his/her/their designee to discuss matters of mutual concern.
5. An employee will be given two 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. Full-time 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/their 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 the payment for the days absent will 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 the payments; and
3. The full-time 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/they had already been compensated under No. 1 above; and
4. The full-time 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/them as in No. 1 above; and
5. The full-time employee will 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's payment toward health insurance premiums for employees selecting the Empire Plan (NYSHIP), HIP/HMO, or any other plan offered by the District, will be calculated as follows and the employee will pay the remaining premium:
 - (1) From each July 1 through December 31, the District will contribute on a monthly basis for the employee's individual or family coverage, as applicable, an amount equal to:

(100% minus the "employee percentage contribution" set forth in paragraph (4) below) multiplied by the NYSHIP monthly premium for coverage effective as of January 1 of that calendar year (referred to as "the current calendar year" for purposes of this section only) multiplied by 6 (which is the number of months from July through December).

 - (2) For each succeeding January 1 through June 30, the District will contribute on a monthly basis for the employee's individual or family coverage, as applicable, an amount equal to:

(100% minus the "employee percentage contribution" set forth in paragraph (4) below) multiplied by the NYSHIP monthly premium used in paragraph (1) above, plus the "projected percentage change" of the NYSHIP monthly premium for the current calendar year used in paragraph 1 above multiplied by 6 (which is the number of months from January through June).

The "projected percentage change" will be calculated as follows:

- a. If the NYSHIP premium for the current calendar year changes from that of the prior calendar year by an amount that is less than or equal to 2%, then the projected percentage change will be the actual percentage change for the current calendar year.

- b. If the NYSHIP premium for the current calendar year changes from that of the prior calendar year by an amount that is greater than 2% and less than or equal to 7%, then the projected percentage change will be a 4% increase above the actual NYSHIP premium for the current calendar year.
 - c. If the NYSHIP premium for the current calendar year changes from that of the prior calendar year by an amount that is greater than 7%, then the projected percentage change will be increased by the average of the current calendar year's percentage change in the NYSHIP premium and the immediately preceding four years' percentage changes in the calendar year NYSHIP premium excluding the highest percentage change and the lowest percentage change.
- (3) The following example illustrates how the formula set forth in (2) above will be applied. For the 2016-2017 fiscal year the District contribution for a family plan will be calculated as follows:

\$1,926.21 is the January 1 monthly premium set by NYSHIP for a family plan for the calendar year 2016 (2016 is "the current calendar year" as defined in paragraph (1) above). This amount will be used as the rate to which 100% minus the employee percentage contribution will be applied.

For the period July 1 – December 31, 2016

For example, the District contribution for an employee with a 9% employee percentage contribution will be calculated as follows:
 $(100\% \text{ minus } 9\%) \times \$1,926.21 = \$1,752.85.$

$\$1,752.85 \times 6 = \$10,517.11$ (District contribution covering the period July 1, 2016-December 31, 2016).

For the period January 1 – June 30, 2017

The District contribution will be calculated by identifying the percentage change that occurred in the monthly NYSHIP premium between January of the "current calendar year" (2016) and January of the prior calendar year (2015). That percentage will be compared to the items in (2)(a), (2)(b) and (2)(c) above to calculate the projected percentage change that will apply towards calculating the

January 1, 2017 – June 30, 2017 rate. Then the (100% minus the employee contribution) formula will again be applied.

For example, the District contribution for an employee with a 9% employee percentage contribution will be calculated as follows:

The January 2015 premium for a family plan was \$1,808.86 and the January 2016 premium for a family plan was \$1,926.21. Therefore, the premium for a family plan increased by 6.49%. Pursuant to paragraph (2), sub-paragraph (b) will be applied because the 6.49% increase from January 2015 to January 2016 is greater than 2% and less than or equal to 7%. Therefore, according to item (2)(b) above, the projected percentage change of 4% will be applied to increase the January 2016 family plan monthly premium of \$1,926.21, which will equal \$2,003.26.

$$(100\% \text{ minus } 9\%) \times \$2,003.26 = \$1,822.97$$

$$\$1,822.97 \times 6 = \$10,937.82 \text{ (District contribution January 1-June 30, 2017)}$$

For the period July 1, 2017 – December 31, 2017

Pursuant to paragraph 1, the “current calendar year” for the period July 1-December 31 refers to the calendar year in which these months occur (2017). The monthly premium set by NYSHIP for January of the current calendar year (2017) will be used as the rate to which 100% minus the employee percentage contribution will be applied.

For the period January 1 – June 30, 2018

The District contribution will be calculated by identifying the percentage change that occurred in the January NYSHIP premium between the current calendar year (2017) and the prior calendar year (2016). That percentage will be compared to the items (2)(a), (2)(b) and (2)(c) above to determine the projected percentage change that will be used to calculate the January 1, 2018 – June 30, 2018 rate. Then the (100% - the employee contribution) formula will again be applied.

- (4) The employee percentage contribution will be as follows:
 - a. For full-time employees who commenced employment in the District prior to November 8, 2010: 9%
 - b. For full-time employees hired by the District on or after November 8, 2010: 14%

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, will 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/their dependents from health insurance coverage. Therefore, nothing contained in this provision will preclude an employee from re-entering the District's health insurance plan at any time consistent with the State Health Insurance Plan rules when the employee is no longer eligible for coverage under another person's Empire health insurance plan (e.g., upon death of a spouse, divorce). Nor will 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 will 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

During the District's annual open enrollment period, a unit employee may decline either family or individual health insurance coverage for one 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 will not be eligible for the bonus unless the declination is in effect for one year. This sum will 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 will be entitled to the same health insurance declination payment.

Employees who receive the declination bonus and subsequently purchase insurance through the Health Insurance Marketplace will be required to reimburse the District for the full cost of the declination bonus (not to exceed \$3,000) if the coverage offered by the District is deemed unaffordable pursuant to Internal Revenue Code 4980(H)(b) and the District is assessed a penalty pursuant to that provision of the code.

Prior to retirement, employees may enroll in NYSHIP coverage in accordance with NYSHIP's Rules and must satisfy NYSHIP's and the District's eligibility requirements in order to be eligible for and receive retiree health insurance.

An employee who declines District-provided health insurance coverage and who uses unpaid leave in that declination year will receive a health insurance declination bonus for that year reduced by the time the employee was on unpaid leave.

5. Retiree Health Insurance Coverage

Unit members hired on or before July 1, 2003 and who retire on or after July 1, 2003 will 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 will 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. The District will contribute at the statutory minimum rate toward the cost of retiree health insurance for an employee who separates from District service for reasons other than retirement and later retires and obtains retiree health insurance benefits through the District.

For employees who retire from District service during the term of the contract, the District will contribute toward the cost of their retiree health insurance, if applicable, at the same rate as the District contributes toward the cost of health insurance for the corresponding group of active employees (i.e., retirees who were hired by the District prior to November 9, 2010 will pay the same rate as active employees hired prior to November 9, 2010 (e.g., at the same rate as set forth in Article VIII(2) above and thereafter at the rates set forth in future collective bargaining agreements)).

Employees should be aware that pursuant to NYSHIP's Rules, employees must, in addition to other requirements, be enrolled in NYSHIP at the time of retirement as an enrollee or as a dependent in order to be eligible for retiree health insurance.

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 will receive medical certification of the employee's physical ability to perform his/her/their duties prior to the time the employee returns from leave.

8. Dental Insurance

The CSEA Horizon Dental Insurance Program will be provided for the period July 1, 2019 through June 30, 2024. The District contribution toward dental insurance premiums for employees on the payroll as of February 13, 2023, will not exceed \$108.12 per employee per month during the 2019-2022 school years. In the 2022-2023 school year, the District contribution toward dental insurance premiums for employees on the payroll as of February 13, 2023, will not exceed \$108.12 per employee per month through the end of February 2023. Effective March 2023, the District contribution toward dental insurance premiums will not exceed \$130.50 per employee per month. In the 2023-2024 school year, the District contribution toward dental insurance premiums will not exceed \$131.81 per employee per month.

9. Optical Insurance

The CSEA Platinum 12 Optical Insurance Program will be provided for the period July 1, 2019 through June 30, 2024. The District contribution toward optical insurance premiums for employees on the payroll as of February 13, 2023, will not exceed \$24.34 per employee per month during the 2019-2024 school years.

10. Disability Insurance

The District will provide New York State Disability Insurance coverage.

11. Part-Time Bus Drivers

Part-Time Bus Drivers are not entitled to the benefits provided for in Article VIII(1) through (10).

ARTICLE IX. ARMED FORCES SERVICE CREDIT

Employees who have served in the Armed Forces of the United States will 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-I are available to all eligible members.

ARTICLE XI. ABSENCES

I. Permitted Absences - Cumulative

A. Custodians, Cleaners, Grounds Keepers and Maintainers

13 school days absence without salary deduction will be permitted annually for purposes indicated below:

(1) Personal Illness

- a. All school personnel absent for a period of four consecutive days or more because of illness will be required to present a doctor's certificate to the Superintendent.
- b. An employee will not be charged sick time if he/she/they 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 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 an employee during his/her vacation, the three days are to be charged to his/her/their allotted sick days. The vacation days will be rescheduled with the approval of the Director of School Facilities.

Unused days will 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) Illness in Immediate Family

Up to five days of sick leave may be used for illness in the immediate family. Immediate family will be defined as a close relative or one who has lived so closely as to become a member of the 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).

(4) Bereavement Absence

The District will allow up to three 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.

Bereavement leave will 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 11 school days; for part-time employees six school days absence without salary deduction will be permitted annually for purposes indicated below:

(1) Personal Illness

Same as Custodians

(2) Death in Immediate Family

Same as Custodians

(3) Illness in Immediate Family

Same as Custodians

C. Sick Leave Bank

Each member of the bargaining unit will donate two days' unused sick leave to a sick leave bank. The Union will notify the District by June

15 of each year of the number of days each member of the bargaining unit will donate to the sick leave bank. These days will be deducted from the employees' unused sick leave. All days in the Bank will 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/their 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 will be jointly administered by the President of the Union or his/her designee and the Superintendent or his/her/their 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 will be in their sole discretion.

D. Business Days

(1) Custodians, Cleaners, Grounds Keepers and Maintainers

A maximum of three days for the purpose of personal business will be allowed each school year. An aggregate of 15 days of the unused 13 days permitted for personal illness and the three 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 will be made to the Director of Facilities on the attached form, and when practicable, will be submitted at least three days prior to the day or days requested. The Director of Facilities will have the authority to accept or reject the request.

(2) Bus Drivers

Part-time and full-time bus drivers will be allowed a maximum of two days for the purpose of personal business each school year. An aggregate of 11 days of the 11 days permitted for personal illness and the two days permitted for business may be accumulated each school year. Part-time employees are permitted to aggregate six days of the

unused six days allowed for personal illness and the two 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.

2. Terminal Pay Upon Retirement

A. Custodians, Cleaners, Grounds Keepers and Maintainers

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

For employees with 15 years or less service, 25% times the number of accumulated sick days and business days times 1/220th of annual salary of the employee during the last year of actual service to a maximum of 50 days pay; for employees with more than 15 years of service, 30% times the number of accumulated sick days and business days times 1/220th of annual salary of the employee during the last year of actual service to a maximum of 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/they had retired on the date of death.

B. Full-Time 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 15 years or less service, 25% times the number of accumulated sick and business days time 1/200th of annual salary of the employee during the last year of actual service to a maximum of 50 days pay; for service of more than 15 years, 30% times the number of accumulated sick days and business days times 1/200th of annual salary

of the employee during the last year of actual service to a maximum of 60 days pay.

3. 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 will request on-call jury service where it is available.

4. 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.

5. Medical examinations will be held on school time.

6. Selective Service Examinations will be excused without loss of pay for this purpose.

ARTICLE XII. LIFE INSURANCE

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

ARTICLE XIII. SALARY GUIDES AND LONGEVITY

A. Effective retroactive to July 1, 2022, for employees on the payroll as of February 13, 2023, each step of the 2018-2019 salary schedules will be increased by 4% and eligible unit members will receive a step. In addition, effective retroactive to July 1, 2022, for employees on the payroll as of the February 13, 2023, the salary for full-time Bus Drivers will be increased to \$27,683.

Effective July 1, 2023, each step of the 2022-2023 salary schedules will be increased by 2.5% and eligible unit members will receive a step. In addition, effective July 1, 2023, the salary for full-time Bus Drivers will be increased to \$29,317.

B. Longevity:

The longevity schedule will be:

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

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

Part-time bus drivers are not eligible for longevity.

C. Compensation for Acting Head Custodians

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

D. AED Resource Persons

The Superintendent of Schools will 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 offered for this work will be no less than that offered to employees in the teachers' bargaining unit for the same work.

E. Part-Time Bus Drivers

Part-time bus drivers will be paid at the rate of \$16.67 per hour. Effective February 13, 2023, part-time bus drivers will be paid at the rate of \$17.34 per hour. Effective July 1, 2023, part-time bus drivers will be paid at the rate of \$17.77 per hour.

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 will have the right to examine his/her/their 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 the record represents only that the employee has read the material, not that the employee agrees with it. The employee may prepare an answer to the derogatory matter for his/her/their 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 will show the document to the employee before putting it in his/her personnel file. The employee will 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/them, the District may place the document in the employee's file with a notation that it has been shown to him/her/them 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/their 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 employees are made).

Employees may be transferred for the good of the District. Under those circumstances, the employee may request and receive an appointment to discuss the matter with the Superintendent. The District will 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 or more years of seniority in the District, in the same job title, will be done by seniority within the building in which they work. "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 will 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 will at any time be, contrary to law, all other provisions of this agreement will continue in effect.
2. All activities connected with this contract, including processing of grievances, will 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 will be provided to the Unit President once per year.
5. The joint safety committee will meet when mutually agreed.
6. The District 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 (full and part-time), 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 will 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 will remain in full force and effect until June 30, 2024. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2024.
2. This contract will not be changed, altered or impaired in any manner unless consented to in writing by the parties to this Agreement.
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 April, 2024.



(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 B

REQUEST FOR PERSONAL BUSINESS DAY FORM

NEW HYDE PARK - GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT

Date: _____ School/Office: _____

To: Director of Facilities
New Hyde Park-Garden City Park U.F.S.D.

From: _____
(Print Name)

(Signature)

Subject: LEAVE WITH PAY FOR PERSONAL BUSINESS

Date(s) Requested: _____

I am requesting leave with pay for the following reason, as defined in the contract between the New Hyde Park-Garden City Park Union Free School District and the Union.

_____ Legal

_____ Religious

_____ Household

_____ Family

All requests for personal business days shall be submitted at least three days prior to day(s) requested whenever practicable and must be approved by the Director of Facilities.

APPROVED: _____
Director of Facilities

APPENDIX C

REQUEST FOR LEAVE FOR BEREAVEMENT FORM

**NEW HYDE PARK - GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT**

DATE: _____ SCHOOL: _____

To: Superintendent
New Hyde Park-Garden City Park U.F.S.D.

From: _____
(Print Name)

(Signature)

Subject: LEAVE WITH PAY FOR BEREAVEMENT

DATE(S) REQUESTED: _____

PART A I am requesting leave with pay for Bereavement as defined in the contract between the New Hyde Park-Garden City Park Union Free School District and the Custodial Unit. (Article XI)

Please submit this form in advance of the date(s) of requested leave, or attach statement explaining why timely submission was not practicable.)

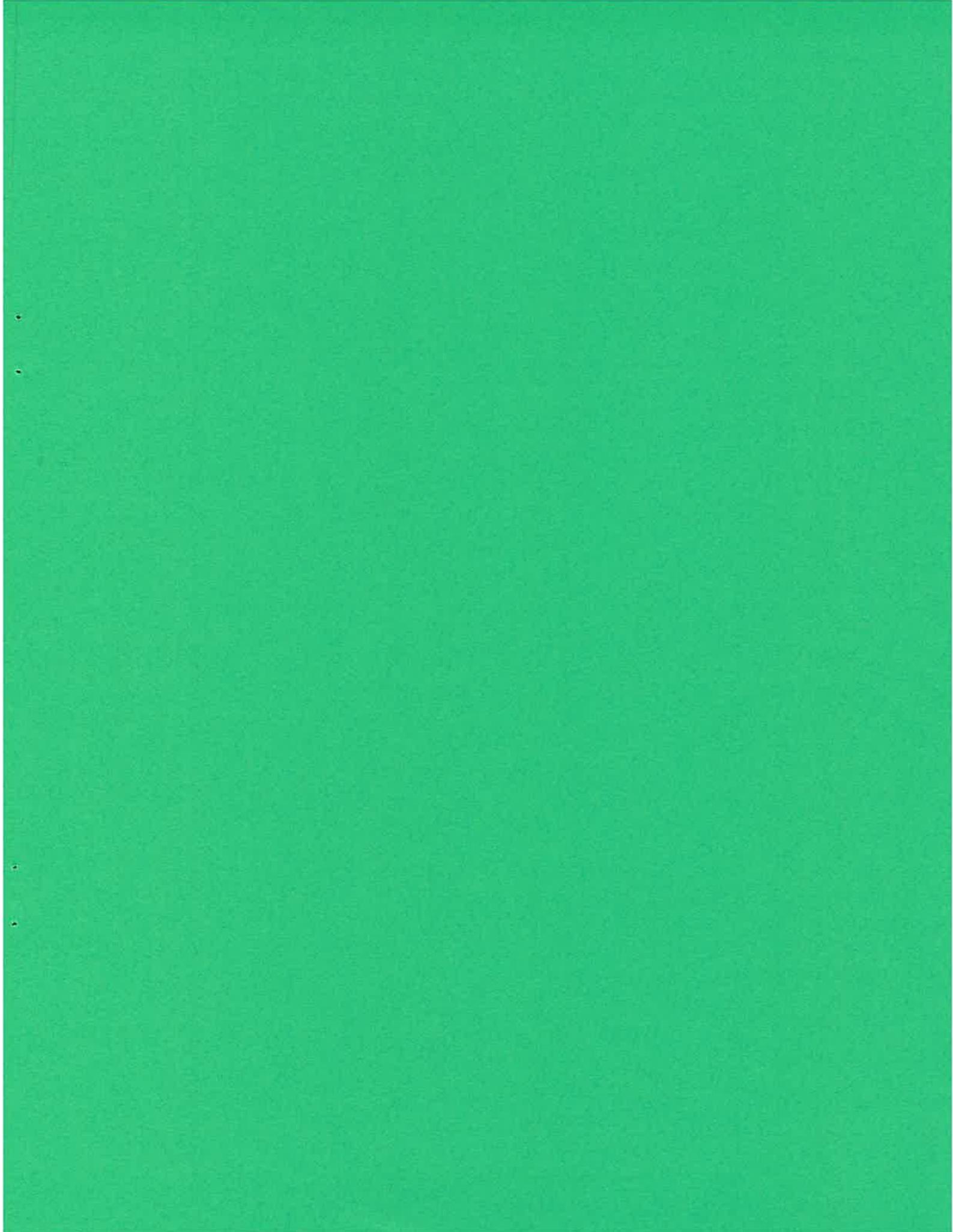
I certify that the deceased lived in my household as his/her residence.

NAME OF DECEASED: _____

RELATIONSHIP TO EMPLOYEE: _____

Approved: _____
Superintendent

Director of Facilities' Initials: _____





Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President

