

AGREEMENT
between the
GREAT NECK BOARD OF EDUCATION
and the
GREAT NECK MAINTENANCE ASSOCIATION

JULY 1, 2019 – JUNE 30, 2026

Great Neck Public Schools



Where Discovery Leads to Greatness

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Preamble

WHEREAS, Article 14 of the Civil Service Law of the State of New York authorizes employees and public employers to conduct collective negotiations regarding salaries, wages, hours and other terms and conditions of employment, and the administration of grievances arising thereunder; and

WHEREAS, the Board of Education of the Great Neck Union Free School District ("Board" or "District") recognizes the Great Neck Maintenance Association ("Association") as the sole and exclusive negotiating and bargaining agent during the term of this agreement for all Maintenance employees which include Automotive Mechanic, Senior Maintainer, and Automotive Servicer-Bus Driver; and

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this agreement; and

NOW, THEREFORE, it is mutually agreed that the following provisions shall take effect as of July 1, 2019 and continue through June 30, 2026.

Article 1: Right to Representation

Employees shall have the right to be represented by the Association to negotiate collectively with the Board in determination of compensation and terms and conditions of employment, and the administration of grievances.

Article 2: Duration of Agreement

This agreement shall be effective from July 1, 2019 to June 30, 2026 inclusive and from year to year, thereafter, unless either party by certified mail, postmarked by January 31, 2026, or any subsequent January 31st as may correspond to a year of subsequent renewal, serves notice on the other of intent to negotiate new or changed terms of agreement.

Article 3: Status of Agreement

- A. Where the provisions of the agreement are in conflict with District policy or procedures, this agreement shall govern, except as provided by law.
- B. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York State Civil Service laws or any other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

Article 4: Conformity to Law

If any provision of this agreement is or becomes invalid or legally unenforceable, all other provisions of this agreement shall nevertheless continue in full force and effect, and the parties will meet at a mutually convenient time to negotiate substitute terms.

Article 5: Salary Schedule and Workweek

- A. All members that started in the unit prior to July 1, 2016 shall be compensated in accordance with the salary schedule for the 2019-2020 through the 2025-2026 school years attached hereto as Appendix "B".
- B. New unit members that start in the unit effective July 1, 2016 and thereafter shall have a starting salary as provided for in Appendix "C". Unit members that started in the unit effective July 1, 2016 and thereafter shall have their salaries increased as follows:
- Effective July 1, 2019 – 1.75%
 - Effective July 1, 2020 – 1.75%
 - Effective July 1, 2021 – 2%
 - Effective July 1, 2022 – 2%
 - Effective July 1, 2023 – 2%
 - Effective July 1, 2024 – 2%
 - Effective July 1, 2025 – 2%
- C. The workweek shall be defined as Monday through Friday, 5:50 a.m. to 2:20 p.m. for the day shift and 2:00 p.m. to 10:00 p.m. for the night shift (effective July 1, 2012). The day shift for the Automotive Service-Bus Driver shall be defined as 6:00 a.m. to 2:30 p.m. Day and night shifts will be hired at the discretion of the District. Existing members (as of June 30, 2011) on day or night shift would not be changed to night or day shift respectively, unless mutually agreed upon by District and employee. New Auto Mechanics that start in the unit effective on July 1, 2016 and thereafter can be placed on an additional day shift of 8:30 a.m. to 5:00 p.m. at the discretion of the District.

Article 6: Health, Dental and Optical Insurance

- A. Each unit member employed prior to July 1, 2009 shall be eligible for Group Health Insurance Benefits (Empire Plan or equal plan) and shall contribute 5% as of July 1, 2014, 6% as of July 1, 2022, 7% as of July 1, 2023, 8% as of July 1, 2024, and 10% as of July 1, 2025 and thereafter.

Unit members hired on or after July 1, 2009 will contribute 15% as of July 1, 2014 and thereafter.

Unit members that start in the unit effective on July 1, 2016 and thereafter will contribute 20% as of July 1, 2017 and thereafter.

- B. The District will provide a health insurance buy-back for members of the unit under the following conditions:
1. Employees selecting this option must notify the District in writing by no later than November 20th, for the calendar year beginning January 1st.
 2. Employees opting out of such coverage shall be paid the sum of \$1,000 for the applicable school year for individual coverage.

3. Employees who opt out of coverage who are currently enrolled for dependent health insurance under the District's health insurance program will be paid \$2,000 for the applicable school year. To be eligible for the buy-back, employees must opt out of health insurance coverage completely.
 4. In the case of employees who have elected to participate in the District's Flexible Benefit Plan, opting out must be in accordance with prevailing rules and regulations of the Internal Revenue Service.
 5. Payment shall be made retroactively, semi-annually no later than December 31st and June 30th of each year for the period the employee has opted out of the plan.
 6. Employees who have withdrawn from the plan may elect to return to the plan in accordance with the regulations of the plan provider. The District shall not re-enroll an employee unless it has received an application from the employee. Absent of such application the opt-out shall continue from year to year.
- C. If a member and the member's spouse are both eligible for coverage with the District, the coverage will be limited as follows:
1. Member may have individual coverage.
 2. Member may have one family coverage: If member's spouse elects family coverage with District, member may only elect individual coverage.
- D. Effective January 1, 2023, the District shall provide enrollment to all benefit eligible unit members into the MetLife Dental HMO Plan at no cost to the employee. The District has the right to change dental plan carriers provided that the plan benefits are substantially similar.

If the District, at its discretion, chooses to offer a premium dental plan, the unit member shall pay the difference between the premiums of the no-cost dental plan and the premium dental plan.

- E. Each member of the unit will receive a scheduled optical insurance plan that provides for reimbursement, for the employee and/or family, for one examination and replacement of one pair of glasses once every 12 months between July 1st through June 30th (with receipts for reimbursement submitted by June 30th of each school year). It is understood that whenever possible the employee will use District health insurance for examination. It is further understood that the Association and the District will work to limit the reimbursement to a maximum of \$477 as of the 2018-2019 school year and thereafter.

Article 7: Assumption of Responsibilities

A. Temporary Assumption of Responsibilities

When a member of the unit temporarily assumes the responsibilities of a supervisor, they shall be paid at the supervisor's salary rate provided, however, that the member assumes such responsibilities for a period of five (5) consecutive work days, which may include one (1) contractually, scheduled holiday. School vacation periods (two or more days) are excluded from this provision. A person eligible under this clause shall be paid at the Supervisor's rate from the first day of the assumption of the supervisor's duties.

B. Assumption of Responsibilities as Lead Maintainer

A differential will be paid to one (1) member of the unit for assuming supervisory responsibilities as "Lead Maintainer" on projects and/or assignments. Prior approval by the Director of Facilities and Operations is required before a "Lead Maintainer" is designated, and will be reviewed annually. The stipend for this assignment will be \$1,500 per year for the life of this contract.

Article 8: Vacation

A. Vacation allowance for members of the unit will be earned monthly but credited as of July 1st of each year.

Vacation allowance shall not be cumulative beyond a maximum of thirty-five (35) days, and any vacation in excess of thirty-five (35) days shall be forfeited on July 1st of each school year. For new unit members hired on or after July 1, 2012, vacation allowance shall not be cumulative beyond a maximum of twenty (20) days, and any vacation in excess of twenty (20) days for such new members shall be forfeited on July 1st of each school year.

In the event a member's accumulation exceeds thirty-five (35) days (or 20 days for new members as of July 1, 2012) because of written direction from the Superintendent of Schools or their designee to not use part or all of the member's allowance, such unused allowance may be added to the accumulation for the following school year. Any accumulation in excess of thirty-five (35) days (or 20 days for new members as of July 1, 2012), however, must be used within the school year following the school year it was earned and in no event shall the vacation accumulation exceed thirty-five (35) days (or 20 days for new members as of July 1, 2012) for more than one school year.

By May 1st of each year, each unit member will be notified by the Buildings and Grounds Department of their vacation entitlements.

1. Unit members that started in the unit prior to July 1, 2016 and have completed between one full year (12 months) and up to four full years (48 months) of Great Neck service shall be entitled to two (2) weeks.
 2. Unit members that started in the unit prior to July 1, 2016 and have completed between four full years (48 months) and up to ten full years (120 months) of Great Neck service shall be entitled to three (3) weeks.
 3. Unit members that started in the unit prior to July 1, 2016 and have completed between ten full years of service (120 months) and up to twenty years (240 months) of Great Neck service shall be entitled to four (4) weeks.
 4. Unit members that started in the unit prior to July 1, 2016 and have completed twenty full years (240 months) of Great Neck service shall be entitled to five (5) weeks.
 5. Unit members that start in the unit on July 1, 2016 and thereafter and have completed between one full year (12 months) and up to ten full years (120 months) of Great Neck service shall be entitled to two (2) weeks.
 6. Unit members that started in the unit on July 1, 2016 and thereafter and have completed ten full years (120 months) of Great Neck service shall be entitled to three (3) weeks.
- B. Effective July 1, 1994, vacation allowance for members of the unit shall be computed based on years of service completed as of July 1st of each year, with additional days accrued for a portion of a year's service. Such additional days will be credited to the member on the next succeeding July 1st. Such additional days will be rounded up or down to the nearest whole day.
- C. Vacation may be taken subject to the prior approval of the employee's supervisor in consultation with the Assistant Superintendent for Business. Vacation requests for the year must be made by May 15 for the following twelve (12) months. Reasonable requests for changes throughout the year will be considered.
- D. Upon retirement members will be paid for unused vacation. The maximum unused vacation an existing unit member (as of June 30, 2012) will be paid upon retirement will be sixty (60) days. The maximum unused vacation a new member (hired on or after July 1, 2012) will be paid upon retirement will be forty (40) days.

Article 9: Retirement Plan

Members shall be covered by the non-contributory career retirement plan (Section 75g) of the New York State Employees' Retirement System, in accordance with State Law.

Article 10: Life Insurance

Each member of the unit will receive life insurance coverage of \$100,000 effective July 1, 2012, the cost to be paid by the Board.

Article 11: Holidays

A total of seventeen (17) paid holidays will be provided during the contract year. Lincoln's Birthday shall be part of the holiday schedule provided schools are closed on these days. New Year's Eve will also be part of the paid holidays. If New Year's Eve falls on a Saturday or Sunday, the holiday will be the preceding Friday.

Article 12: Direct Deposit

When a payday falls on a Monday, paychecks will be issued on the preceding Friday.

Effective January 1, 1997, new members of the Association will agree to direct deposit of their paychecks.

Article 13: Snow Days

When maintenance personnel are called to work on a snow day or other emergency school closing day that is declared by the Superintendent of School and there is no in-person instruction on that day, the rate of pay shall be time and one-half, plus the regular day's pay for the emergency work performed to reopen school for in-person instruction. The foregoing shall not apply to the closure of school because of a health emergency, including, but not limited to, the COVID-19 pandemic.

Article 14: Emergency Work

When unit members are called in for emergencies outside their regularly scheduled shift hours, they will be guaranteed three (3) hours of work.

Article 15: Additional Lunch Break

In the event a member of the unit is required to work more than 10 hours in any day, they shall be granted an additional thirty (30) minute lunch break without loss of pay.

Article 16: Employee Safety Committee

It is agreed that the Administration shall establish an Employee Safety Committee, with at least one (1) member from the maintenance force. This committee will meet normally on a quarterly basis.

Article 17: Defense for Assault

The District agrees to provide legal counsel to defend any employee who is sued in a civil action which arises out of a job-related assault on an employee while in the course of employment with the District.

Article 18: Promotions

All openings for promotional positions and for positions paying higher salary differentials will be adequately posted in every school on bulletin boards and all qualified personnel will be given reasonable opportunity to make application for such positions. In filling promotional positions, length of service in the District will be a factor in considering applications for such positions.

When an existing employee is promoted to a position in the Maintenance Association, they will be placed on the lowest salary step (if salary step is applicable) within the new salary class that will provide a salary increase compared to their annual salary of the previous position, even if such step shall be the same as or below the step the employee was on prior to the promotion.

Article 19: Workers' Compensation

The District shall make available to all employees of the unit the benefit of workers' compensation.

Article 20: Personnel Files

Upon written request, any employee in this unit shall be permitted to examine their official employment and personnel file. There shall be only one official personnel file.

Article 21: Equal Opportunity

The District and the Association realize they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be a continuing policy of the District to assure an equal opportunity in employment regardless of race, color, religion, age, disability, national origin, gender, gender identity or expression, genetic predisposition, marital status, military status, parental status, sexual orientation, sex (including pregnancy, childbirth, and related medical condition), or use of a service dog.

Article 22: Copy of Contract

All members in good standing shall receive a copy of the contract at the expense of the District.

Article 23: Overtime Preference

Overtime, when available, will be offered to maintenance personnel on a rotating basis, based upon supervisor's recommendations and appropriate skills needed to perform the particular task. Whenever possible, maintainers will be given notice of weekend overtime by Thursday of that week.

Article 24: Cleaning and Maintenance Allowance

- A. Unit members will receive a \$421 cleaning allowance. The District will pay cleaning allowance in separate lump sum checks one-half on June 15th and one-half on December 15th. Such amount will be prorated for any employee that was absent from work for more than one (1) month during the six (6) month period.
- B. Effective July 1, 2021, unit members will be reimbursed up to \$150 for work boots once during a school year (July 1st through June 30th) provided the employee submits proof of payment by June 30th of each school year.

Article 25: Personal Leave

Personal leave may be granted by the Board on request of the employee for reasons other than illness, which require the employee to be absent. Such requests must be in the Phipps building at least one (1) week in advance of personal leave date except during an emergency for which permission of a Buildings and Grounds administrator will be necessary. Reasons for personal leave may include the following:

- Closing title to home
- Moving day
- Household emergency
- Court appearance
- Appearance at Internal Revenue Bureau
- Entering offspring in college
- Attending offspring's graduation
- Marriage
- Attending wedding of family member
- Religious ceremony involving family
- Religious observance
- Illness or death of close friend
- Vehicular breakdown
- Impassable roads
- Failure of public transportation

Other such personal affairs that cannot be scheduled during non-working hours.

Personal leave may be requested for up to two (2) days during the year. During the first year, personal leave shall be prorated based upon length of service. Prior approval is required except in emergencies.

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

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

Personal leave days not used prior to June 30th of the school year will be added to the staff member's accumulated sick leave on July 1st.

Article 26: Sick Leave

- A. Each member shall be allowed thirteen (13) days leave of absence (sick leave) with full pay during each school year, provided such absence is due to illness of the employee, or sickness or death in the employee's immediate family which includes husband, wife, child, mother, father, stepmother/father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, grandparents and grandparents-in-law.

In illness or death involving an employee's immediate family, paid leave shall be available for not more than a total of thirteen (13) days per year.

Sick leave shall be cumulative. If an employee is absent for one or more of the reasons specified beyond the number of days standing to their credit, they shall automatically be dropped from the payroll for the period of such absence. If it should become necessary in the case of an employee with at least three (3) years' duration in the System, additional sick leave may be granted at the discretion of the Board of Education, and on the recommendation of the Superintendent for personal illness in an amount not to exceed one (1) year at one-half (1/2) pay, and a second year at one-third (1/3) pay, after which extension of sick leave shall be terminated.

It is understood that this extended sick leave is for long term rather than sporadic illnesses and that during an employee's period of service with the school District it (one year at 1/2 pay and one year at 1/3 pay) represents the maximum amount available to any individual employee. Additional sick leave at one-half pay and one-third pay is not applicable to new unit members hired on or after July 1, 2009.

- B. The annual sick leave allowance shall be credited to the account of each employee on July 1st of every year except new employees will be credited sick leave at the rate of 1.0834 days per month during the first year of employment.
- C. Employees quarantined in their place of residence because of illness of some member of the household with a contagious disease, shall be granted leave of absence without salary deduction for the duration of the quarantine, or such other period as the medical inspector shall be granted leave of absence without salary deduction for the duration of the quarantine, or such other period as the medical inspector shall certify as requisite or prudent.

- D. Existing unit members (who held such positions as of June 30, 2016) shall be paid their full salary and fringe benefits if they become incapacitated through injury sustained in carrying out the duties of their job. This benefit will extend up to a maximum of twelve (12) months from time of injury without loss of accumulated sick leave, less any workers' compensation salary benefits paid for the time of absence. New unit members that start in the unit effective on July 1, 2016 and thereafter will not be eligible for the District's workers' compensation benefit as described above.

Employees on workers' compensation leave are required to call into the District Facilities office every Monday or the next available business day while on such leave. If an approved workers' compensation doctor determines that an employee is capable of returning to full duty and the employee does not return to work, the District has the right to charge the employee's sick leave or to drop the employee from the payroll, including all fringe benefits. In any event, when the employee's sick leave balance is exhausted the District may drop the employee from the payroll, including all fringe benefits.

- E. A doctor's certificate is required following a sick leave absence of four (4) or more consecutive days.
- F. A doctor's certificate may be required for a sick leave absence on the day(s) immediately preceding and/or following the summer, Thanksgiving, Christmas, winter and spring vacation periods.
- G. If a doctor's certificate is required beyond what is provided by the employee, the cost of the examination by the physician of choice of the District shall be borne by the District. Employee will receive their pay during this time and will not be charged any days if they need to wait for the exam.
- H. Pay for Unused Sick Leave at Retirement

At the time of regular retirement or retirement for disability, an employee shall receive one (1) day's pay for every three (3) days of accumulated sick leave up to a maximum of ninety (90) days. New unit members that start in the unit effective on July 1, 2016 and thereafter will not be eligible for accumulated sick leave pay at retirement. The days in the employee's final year of employment shall be prorated for payment purposes upon time worked in that year.

The District shall make any payment due hereunder as a non-elective employer contribution to a 403(b) program that confirms it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program within 30 days following retirement.

- I. If as a result of serious and/or recurring illness, a member exhausts regular sick leave, the member may apply to the Human Resources Department for additional sick leave, to be granted from a bank of 25 days per year. A maximum of seven days' leave per year may be approved for an individual applicant.

Article 27: Bereavement Bank

- A. On July 1st of each school year, a revolving fund of seventeen (17) bereavement days shall be available to unit members.
- B. Bereavement leave shall be set up in the following manner:
1. A member may, upon application to the Superintendent or their designee, withdraw up to three (3) days per school year from the fund provided the maximum is not exceeded.
 2. Bereavement shall be used only for the purposes of death in the employee's immediate family as defined in Article 26(A).
 3. Bereavement days withdrawn from the fund do not have to be repaid by the individual using them.
 4. Bereavement days may be withdrawn from the fund for bereavement only.
 5. Days withdrawn from the fund during the previous school year shall be restored to the fund each July 1st so that at the beginning of each school year the fund will consist of the number of bereavement days as noted in Article 27(A) above.
 6. With the permission of the Assistant Superintendent for Business an employee may take additional days for bereavement beyond the three (3) days, however, these additional days will be charged to the employee's sick leave.
- C. Bereavement days may only be taken within twenty-five (25) days of the immediate family member's death. The employee must submit evidence of the date of death within two (2) weeks of the employee's return to work following such leave. This requirement may be waived at the discretion of the Superintendent of Schools based on compelling circumstances presented by the employee.

Article 28: Bonus Day's Pay

Unit members may receive up to two (2) separate checks for perfect attendance. One check shall be equal to one (1) day's pay for six (6) months of perfect attendance from July 1st through December 31st and shall be paid at the conclusion of that period. The second check shall be equal to one (1) day's pay for six (6) months of perfect attendance from January 1st through June 30th and shall be paid at the conclusion of that period. (Note: no sick or unauthorized personal days taken).

Article 29: Grievance Procedure

A copy of the grievance procedure which has been agreed upon for members of this unit is attached as Appendix "A".

Article 30: Use of Facilities for Meetings

Permission shall be granted for the use of school facilities for unit meetings, provided that sufficient prior notice is given to the appropriate person in charge and provided that such use does not interfere with the operation of the School District.

Article 31: Association Dues Deduction

In accordance with the terms of membership set forth on the membership enrollment form that has been individually signed and presented to the District, the District agrees to deduct an amount equal to the regular monthly dues uniformly applicable to members of the Association and remit that amount to the Association.

Withdrawal of payroll deduction will be made only within the prescribed time period and in accordance with the terms of membership set forth on the membership enrollment form that has been individually signed and presented to the District. The District will notify the Association within ten (10) business days of the receipt of the employee's withdrawal of payroll deduction.

Annually, the district will provide the Association a breakdown of member deductions quarterly.

By August 1st of each year, the District will provide the Association a list of all employees in the bargaining unit. Such material such include the employee's name, job title, building assignment, email address, home address and phone number.

Further, for all newly hired into the bargaining unit, the District will provide the Association with a list containing the information set forth in the preceding paragraph within ten (10) business days of the employee's effective start date.

Article 32: Rights of the Association

The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under, or pursuant to, the Public Employees Fair Employment Act; under any other applicable law, rule, regulation, or statute, under the terms and conditions of this agreement, to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. There shall be no strike, slowdown, or concerted work stoppage delay or slowdown, direct or indirect, by any employee; nor shall an Association officer, delegate or representative authorize, instigate, or condone any such activity.

Article 33: Rights to Membership in Union

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal or penalty from the Association or the employer.

Article 34: Activity on Behalf of Union

Employees may join and take an active role in the activities of the Association without fear of any kind of reprisals from the employer or its agents.

Article 35: Employee Rights

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable law and rules, and may choose their own representative or appear alone in a formal grievance or appeal proceeding with the exception that the Association shall, at the request of the employee, be permitted entrance to all such formal grievance or appeal proceedings and shall be informed promptly of any decisions surrounding the case.

Article 36: Amendments

This agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in a written and signed amendment.

Article 37: Labor Management Committee

The Labor Management Committee of Association and Management representative shall meet at least twice yearly to discuss problems relating to operation of the maintenance staff and the District. It is understood that such meetings are not for the purpose of negotiating terms and conditions of employment.

Article 38: Educational Credit Increment

- A. The Board and the Association endorse the concept that on-the-job performance should be constantly updated and improved. Accordingly, it is agreed that a member shall take, at the expense of the school District, any in-service course adjudged by the Board on the recommendation of the Superintendent of Schools, as being necessary.
- B. To encourage employees to equip themselves for increasing responsibility within the District and more effective service to the community, the School District shall in cooperation with the Association representatives, continue to develop in-service training programs. Such programs may include not only courses planned specifically for unit

members, but also courses and/or programs offered by the District or other educational agencies adjudged by the Assistant Superintendent for Business as being of value to unit members.

- C. An educational credit increase of \$1,944 shall be granted to a member to become effective on the payroll following the Board of Education approval, upon completion of fifteen (15) points of courses taken with the prior approval of the Assistant Superintendent for Business. Application for credit must be made within one (1) year of completion of the course. Educational credit increases shall be in addition to the salary for the individual's step.
- D. A member already at the maximum salary step will have their salary adjusted following completion of the fifteen (15) points as provided in subdivision "C". This will take effect on the payroll following Board of Education approval.
- E. Individuals who receive the educational credit increase before reaching the maximum step will, after reaching maximum, be compensated at no more than three times the rate in subdivision "C".
- F. As a general rule, the point value for approved courses of programs shall be:
 - Inservice Courses: 1 point per 10 hours of instruction
 - College Sponsored Courses: 2 points per credit hour
 - Courses leading to State Certification: (employee will receive 15 points upon District's receipt of State certification in connection with the employee's job description).
- G. To obtain credit, a member must satisfy the course requirements of the instructor, including attendance, and submit to the Human Resource Department a course completion certificate signed by the instructor.
- H. New unit members (hired on or after July 1, 2012) are not eligible for education credit increments.

Article 39: Legislative Action Provision

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

Article 40: Hazardous Environmental Compensation

Maintenance personnel shall be entitled to a \$176 hazardous environment allowance when they are required to work on materials governed by NYS I.C.R #56, or other equivalent requirements covering lead-based paint abatement. For this allowance under this contract the following conditions are required to qualify:

- A. Work shall be performed during normal work hours Monday through Saturday.
- B. Work must satisfy NYS I.C.R. #56 definition for large asbestos or equivalent lead-based paint projects or its equivalent, requiring full personal protective clothing and equipment.
- C. Current and valid NYS certification license and medical monitoring records shall be required.

It is understood that this bonus payment is beyond the employee's regular rate of pay and/or time and one-half (1/2) (i.e., Saturdays will be paid at OT rate for the number of hours worked plus bonus payment). Such work performed on Sundays will be paid at double time with no Hazardous Environmental Compensation.

THIS AGREEMENT IS MADE AN ENTERED INTO ON THE ____ day of December, 2022 by and between the Board and the Association.

**GREAT NECK BOARD OF
EDUCATION**

**GREAT NECK MAINTENANCE
ASSOCIATION**

Rebecca Sassouni
President

Erick Guevara
President

Appendix A: Grievance Procedure

The Association and members of the unit shall have the right to process grievances, which may arise. A grievance shall mean an alleged misinterpretation or misapplication of this agreement.

Step 1: Any grievance under this Agreement between an employee or employees and the Board shall be settled in the first instance by the employee involved, and their Association representative if required by the employee, with their immediate supervisor. A grievance submitted to the supervisor in writing shall be answered by the supervisor in writing within seven working days from the time the grievance was received by said supervisor. An employee's grievance shall be submitted within 15 days of the action or condition causing the grievance.

Step 2: In the event that the grievance was not satisfactorily adjusted under Step 1, the employee, or the Association through its Grievance Committee at the employee's request, may within ten working days from the date of the written answer take up such grievance with the Superintendent or their delegate, who shall not have been the person taking the action complained of.

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

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

Step 3: A grievance which is not satisfactorily adjusted as a result of said hearing may within ten working days of the written answer be submitted to the American Arbitration Association and a single neutral arbitrator shall be appointed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the above, the parties reserve the right to select a neutral arbitrator by mutual agreement. A grievance involving Board policy or discretion may be submitted to arbitration only on the question of whether such District policy was disregarded or was applied in a discriminatory or arbitrary or capricious manner so as to constitute an abuse of discretion.

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

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

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

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

Appendix B: Salary Schedule – Prior to July 1, 2016

Members in Unit prior to July 1, 2016							
	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
1	\$69,904	\$71,128	\$72,550	\$74,001	\$75,481	\$76,991	\$78,531
2	\$70,926	\$72,167	\$73,610	\$75,083	\$76,584	\$78,116	\$79,678
3	\$71,950	\$73,210	\$74,674	\$76,167	\$77,691	\$79,244	\$80,829
4	\$72,979	\$74,256	\$75,741	\$77,256	\$78,801	\$80,377	\$81,985
5	\$74,198	\$75,497	\$77,007	\$78,547	\$80,118	\$81,720	\$83,354
6	\$75,427	\$76,747	\$78,282	\$79,848	\$81,445	\$83,074	\$84,735
7	\$77,063	\$78,412	\$79,980	\$81,580	\$83,211	\$84,876	\$86,573
8	\$79,115	\$80,500	\$82,109	\$83,751	\$85,426	\$87,135	\$88,878
9	\$80,222	\$81,626	\$83,258	\$84,923	\$86,622	\$88,354	\$90,121
10	\$81,425	\$82,850	\$84,507	\$86,198	\$87,921	\$89,680	\$91,474

All salaries based on a 40-hour week, night shift or day shift, except that if a member is assigned to the night shift for two or more consecutive weeks, the member shall be paid at a rate of 4.5% above the regular rate.

Appendix C: Salary Schedules – As of July 1, 2016 and Thereafter

Members in Unit as of July 1, 2016 and thereafter						
Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec	Sr Maint Auto Mec
<i>2019-2020</i>	<i>2020-2021</i>	<i>2021-2022</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>
\$67,467	\$68,648	\$70,021	\$71,421	\$72,850	\$74,307	\$75,793

Auto Serv. Bus Driver	Auto Serv. Bus Driver	Auto Serv. Bus Driver	Auto Serv. Bus Driver	Auto Serv. Bus Driver
<i>2021-2022</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>
\$75,000	\$76,500	\$78,030	\$79,591	\$81,182

All salaries based on a 40-hour week, night shift or day shift, except that if a member is assigned to the night shift for two or more consecutive weeks, the member shall be paid at a rate of 4.5% above the regular rate.

Appendix D: Service Increment

The service increments shall be as follows:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
14 years	\$1,110	\$1,130	\$1,152	\$1,175	\$1,199	\$1,223	\$1,247
19 years	\$1,216	\$1,237	\$1,262	\$1,287	\$1,313	\$1,339	\$1,366
24 years	\$1,352	\$1,376	\$1,403	\$1,432	\$1,460	\$1,489	\$1,519
29 years	\$1,456	\$1,482	\$1,511	\$1,541	\$1,572	\$1,604	\$1,636

The service increment shall be applied to eligible employees in the year in which the employee completes the required number of years of service with the Great Neck Schools as shown above, and shall be payable commencing with the next pay period of the anniversary date of employment.

Effective July 1, 2017, for new unit members that start in the unit effective on July 1, 2016 and thereafter the service increment shall be applied to eligible employees on July 1st immediately following completion of the required number of years of service (vs. the next pay period of the anniversary date of employment).