

**AGREEMENT BETWEEN**

**LREI -- LITTLE RED SCHOOL HOUSE AND  
ELISABETH IRWIN HIGH SCHOOL**

**and the**

**UNITED FEDERATION OF TEACHERS,  
LITTLE RED/ELISABETH IRWIN STAFF  
ASSOCIATION, CHAPTER**

**(Maintenance)**

**September 1, 2009 – August 31, 2010**

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**ARTICLE I – RECOGNITION**

**A. Recognition.** This Agreement is made between the full-time Maintenance, and the Superintendent of Buildings at LREI -- Little Red School House and Elisabeth Irwin High School (hereinafter referred to as Employees) and the Board of Trustees of LREI -- Little Red School House and Elisabeth Irwin High School (hereinafter, referred to as the School). The School recognizes the existence of a local chapter of the United Federation of Teachers (hereinafter, the Union) as the sole bargaining agent for the above-mentioned Employees of LREI -- Little Red School House and Elisabeth Irwin High School (LRS/EIHS). The School agrees not to enter into

any agreement with any staff member that differs in any way from this agreement. The School shall be an open shop. The covered Employees shall at their option become members of the Union.

**B. Dues Deduction.** All Employees are covered by this Agreement regardless of whether or not they are dues-paying members of the Union. For Employees wishing to become dues paying members of the Union, the School shall deduct dues from their salaries on a schedule to be agreed upon each year.

**C. Union Visitation.** In the event that the Union wishes to visit the School during the work day, the Union shall notify the School 48 hours prior to the visit. Said visit shall not interfere with the normal work of the staff.

## ARTICLE II – BASIS OF EMPLOYMENT

**A. Nondiscrimination Clause.** The LRS/EIHS does not discriminate on the basis of race, color, religion, gender, age, physical disability, sexual orientation, orientation, nationality, or ethnic origin in the hiring and retaining of and the granting of tenure to its staff.

**B. Period of Employment.** Employees shall be offered a contract covering a twelve-month period, or part thereof, consistent with the academic school year. Whenever possible, Employees shall be informed of the School’s intention to rehire them by April 1st of the proceeding academic year.

**C. Probationary Employment Period.** The probationary period of an Employee shall be his/her first three (3) years of full-time employment. The probationary period of the Employee shall be completed when the Employee begins his/her fourth year of full-time service. The School, with the consent of the Employee, may extend the probationary period for one year. Further, the Employee shall be treated during that additional probationary year for all other purposes as a tenured staff member.

## ARTICLE III – JOB DESCRIPTION

**A. Full-time Employees.** A full-time Employee is one that works an 8-hour work day which shall include a break for one meal. Full-time Employees shall work a five-day week, Monday through Friday, unless mutually agreed upon by both parties in writing. Employees working late afternoon and evening schedules may be asked to work a day schedule on days when the school is not in session. Full-time employees are eligible to avail themselves of lunch at no cost to the Employee when lunch is being served to the Employees and students at Little Red/Elisabeth Irwin.

**B. Hourly Employees.** The School may employ an hourly Employee. In the event that the Employee works a 40-hour week for more than 90 calendar days, he/she shall be considered as a “full-time Employee” within the meaning of this Agreement.

**C. Lunch Breaks.** Employees shall be entitled to a forty-five (45) minute lunch break when school is in session (lunch provided on site). When school is not in session (no lunch provided on site) or when the nature of the work being performed (e.g. painting) requires extensive personal clean-up prior to eating, the Employees shall be entitled to a one (1) hour lunch break.

**D. Weekend Duty.** To meet the School's need for staffing on weekends by Employees, the School will designate, on a rotating basis and at least three weeks in advance, two (2) Employees who will be "on call" for weekend assignments. In the event the School actually has weekend work for the "on call" Employees, the School will so notify them by the end of their regularly scheduled shift on the Monday before the weekend on which they are to work. Payment for weekend work will continue to be at time and a half unless notice of the weekend assignment is not given by deadline specified a minimum of four (4) hours pay, at the applicable rate, per day to an Employee who is assigned to work on a weekend.

**E. Work Assignments.** The School has the right to assign Employees to work at either of its locations (Sixth Avenue or Charlton Street) and may change said assignments at its sole discretion.

#### **ARTICLE IV – LAYOFF, RECALL, SEVERANCE PAY, TERMINATION**

**A. Layoff.** In the event of a layoff, the senior qualified Employee will be retained. Layoff shall be done in inverse order of seniority. Qualifications shall be determined by the School.

**B. Recall.** The School shall retain a preference list of laid-off Employees for a period of one year for the purpose of recall. If a position for which a retrenched Employee(s) is qualified opens up within two full school years of the date of retrenchment, said Employee(s) will be notified of such openings and have the right to be reinstated. Reinstatement will be offered in order of seniority. If in the opinion of the Director more than one candidate possesses the required skills, he/she may use his/her discretion for the order of recall. It is the obligation of each retrenched Employee to keep the School informed of his/her current address.

**C. Severance Pay.** An Employee who has worked less than four full years in a full-time capacity will not receive any severance pay for an excised position. Employees who are terminated for cause are not eligible for severance pay. Retrenched full-time Employees who have completed four years of consecutive full-time employment shall be entitled to one month's severance for every year of full-time employment commencing after the fourth year (e.g., an Employee who has completed four full-time years of employment shall be entitled to one month's severance). Employees shall not be eligible for more than one year's severance regardless of the number of years employed. Further, the School shall pay no more than six months severance in one year (e.g., Employee who is laid off after fifteen years shall receive one year's severance pay which would be paid ½ at the time and ½ on the anniversary of the lay-off). In the event of recall, severance pay will be prorated only if said retrenched Employee is recalled prior to the severance pay being fully paid out.

**D. Termination of Probationary Employees.** Probationary Employees may appeal their termination using the grievance procedure up to and including the Board of Trustees.

**E. Termination for Just Cause.** Employees may be terminated for “just cause”. Employees who have completed their probationary period shall, in the event of termination, have the right to grieve their dismissal utilizing the grievance procedure including arbitration.

## ARTICLE V – HOLIDAYS AND VACATION

**A. Holidays.** All Employees shall receive the following paid holidays: (1) Martin Luther King’s Birthday; (2) Presidents' Day; (3) Day after Presidents’ Day (4) Good Friday; (5) Fourth of July; (6) Memorial Day; (7) Labor Day; (8) Rosh Hashanah (9) Yom Kippur (10) Columbus Day; (11) Thanksgiving Day and the day following it; (12) five weekdays during winter break, including Christmas Day and New Year’s Day when these holidays fall during the work week; (13) Passover, and 14) two days during spring break.

Employees will be informed prior to December 15<sup>th</sup> if the work schedule of the School requires that they not take part or all of the winter vacation as described above. Employees will be informed prior to March 15<sup>th</sup> if the work schedule of the School requires that they not take part or all of the spring vacation as described above. Any unused winter or spring vacation days will be added to the Employees’ summer vacations.

**B. Vacation.** In addition to the aforementioned days, all full-time Employees in their first, second, and third years of employment shall receive two (2) weeks (10 days) paid vacation. In their fourth and subsequent years, full-time Employees shall receive three (3) weeks(15 days) paid vacation. After five, six, seven, eight and nine years of service, employees will be entitled to 16, 17, 18, 19 and 20 days of vacation respectively. After 10 years of service, employees will be entitled to 4 weeks (20 days) vacation. After 25 years of service, employees will be entitled to 5 weeks (25 days) vacation. Only 3 of these weeks (15 days) can be taken during the summer break. Vacation days can be used no later than October 31<sup>st</sup> following end of contract year. The remaining week (5 days) must be taken on days that the faculty and staff are normally not in session. Days must be approved by a person designated by the Administration.

## ARTICLE VI – COMPENSATION

**A. Salaries.** The School maintains a five (5) tiered salary structure defined as follows: Tier 1, \$33,551 to \$41,939; Tier 2, \$41,939 to \$48,929; Tier 3, \$48,929 to \$55,920; Tier 4, \$55,920 to \$62,911; and Tier 5, over \$62,911. Starting base salaries will be negotiated between the School and the new Employees. Initial salaries will be within a defined salary Tier and will be consistent with experience, training and job description. Unless mutually agreed upon by both parties, all Employees will be paid bimonthly on a 12 month basis. Employees asked to work beyond the normal work load will be paid time and a half. Overtime is defined as those hours worked beyond the 40 hour week. For 2009/10, base salaries for each employee shall be increased over the 2008/2009 amounts by 3%.

**B. Additional Compensation.** (1) **Extra Days.** Employees who work on Saturday, Sunday and/or scheduled holidays shall be paid at the rate of time and a half. In the event that the building is rented for other paid use (not normally scheduled activities), the Maintenance Staff shall be used exclusively for such additional work. In the event such additional work is available, Employees shall be assigned such work based on qualifications and seniority at their site (Little Red or EIHS). (2) **Night Work.** For 2009/10 there shall be a 3% increase added on to the

\$1,017.95 for night work which amounts to \$1,048.50. (3) **Unused Sick Days.** Maintenance personnel shall be compensated at the rate of \$80 per day for sick days not taken. Each employee is entitled to 10 days sick leave. Thus, if someone takes only 7 days of sick leave, he/she will receive \$240 (3 x \$80) at the end of the contract year (i.e., on August 31); (4) **Administrative Duties.** The Administrative may assign administrative duties to one member of the maintenance staff. For the 2009/2010 contract year, the additional compensation for assuming such duties will be \$1,006.80.

## ARTICLE VII – FAMILY AND MEDICAL LEAVE

**A. Eligibility.** An employee must have been employed at least twelve (12) paid months and have provided at least 1250 hours service during the twelve (12) months before leave is requested.

**B. Requirements.** An eligible employee is entitled to twelve (12) unpaid work weeks of leave during any twelve (12) month period for three (3) reasons: (1) birth, adoption, or foster care of a child; (2) serious health conditions of a spouse, child, or parent; or (3) Employee's own serious health condition.

**C. Significant Terms and Conditions.** Health benefits continue through the Employee's leave. The School may recover health coverage premiums for the unpaid leave period from an Employee who fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition. An employee who completes a period of leave is to be returned either to the same position she/he had before or to a position equivalent in pay, benefits and other terms and conditions of employment. Leave is not to result in the loss of any previously accrued seniority or employment benefits, but neither are any benefits to accrue during the leave. Leave may be taken for birth or placement of a child only within twelve (12) months of that birth or placement. Employees are entitled to twelve (12) unpaid work weeks.

**D. Utilization of Family/Medical Leave Benefits.** Before commencing unpaid FMLA leave, the employee must exhaust his/her accrued paid-vacation days and personal days. Additionally, when FMLA leave is taken due to the employee's own serious health conditions or the birth, adoption or placement of a child, the employee may, at his/her option, use some or all of his/her sick days before commencing the twelve (12) week unpaid FMLA leave period.

## ARTICLE VIII – SICK LEAVE

**A. Sick Days.** Each Employee will be entitled to 2 weeks (10 days) of non-cumulative working days of sick leave during the 12-month contract year with full pay. Permission for longer absences may be granted at the discretion of the School. It is the responsibility of the Employee to notify the school in advance of his/her pending absence due to illness. The School has the right to require professional, medical verification of such extended absences.

**B. Maternity Leave.** Maternity leave is treated in the same manner as sick leave.

## ARTICLE IX –OTHER LEAVES WITH PAY

A. **Emergency Leave.** Five (5) school days absence, per year, without loss of pay shall be granted to each Employee in the event of emergencies. Permission for longer absences shall be granted at the discretion of the School. Emergency leave is defined as absence for emergencies, such as, serious illness in the family, hospitalization, death, etc.

B. **Personal Days.** Each employee shall be entitled to two personal days, defined as days taken off by right for important personal reasons without necessity of explanation. This is in addition to the 10 sick days and 5 emergency leave days outlined above.

B. **Jury Duty.** In the event of absence due to jury duty, the Employee shall be reimbursed for the difference between his/her day's pay and jury duty pay, except when jury duty occurs during a vacation period. This absence is not to be deducted from emergency or sick leave.

## ARTICLE X – OTHER LEAVES WITH OR WITHOUT PAY

The Director at his/her discretion may grant leaves with or without pay that extend beyond the twelve (12) weeks allowed under the Family Leave Act, or which do not meet the conditions for leave outlined in the Family Leave Act. Such leaves will not exceed one year, and will grant assurance of reappointment only to a member of staff in their fourth or more year of service. Under COBRA, medical and Dental insurance will be continued, premiums plus a 2% service fee to be paid by the staff member to the school. Life insurance, TIAA/CREF and Disability Insurance will be discontinued during the leave. Upon the return of the staff member, the School will reinstate the staff member's Life Insurance, TIAA/CREF and Disability Insurance and resume its obligation to pay the premiums on these benefits as well as the medical and Dental Insurance in accordance with the terms and conditions then in effect.

## ARTICLE XI - BENEFITS

A. **Pension Plan.** A retirement Annuity Plan in the Teacher Insurance and Annuity Association (hereafter referred to as TIAA) shall be provided for all Employees on a voluntary basis as follows: (1) Beginning with the first year of employment, individual Employees may join the plan at their own expense with no contribution by the School; (2) For the 2009-2010 school year, beginning with the THIRD consecutive year of employment, the School shall contribute 4.3% of the Employee's salary. This will be a non-match contribution. An Employee may, however, contribute an additional percentage of their salary up to a maximum determined by law.

B. **Insurance.**



**1. Social Security.** All employees shall be covered by Social Security, half the cost to be borne by the School and half by the Employee.

**2. Medical Insurance.** The School will offer to each Employee, from their first day of employment, a choice between medical insurance plans providing benefits and coverage substantially equal to the two medical insurance plans offered by the School under the 1997/98 contract. The changes for the 2009-2010 school year are as follows: 1) physician and specialist copays will increase to \$25 and, 2) the prescription drug benefit will be a three tier copay of \$10/\$20/\$35 after a \$50 individual deductible.

. Both plans cover hospitalization as well as major medical expenses.

For each full-time Employee who chooses to obtain medical insurance coverage through the School, the School will pay the monthly premium cost for his/her individual coverage under the less expensive of the two available plans. Employees who desire individual coverage under the more expensive plan or who desire family coverage under either plan will be responsible for paying the difference between the amount paid by the School (the individual premium for the less expensive plan) and the monthly premium charged for the plan they select. As of September 2008, the School will contribute \$130/month toward the cost of the additional cost for family coverage for those who opt for family coverage. The School agrees to make coverage available for partners of covered staff on the same basis as "family coverage," in accordance with whatever requirements are stipulated by the provider of such coverage For Part-time Employees, the School will provide a pro-rata fraction of the monthly premium cost for his/her individual coverage under the less expensive of two available plans. NEW full-time Employees will be required to pay only one deductible (for a single individual) per contract year.

**3. Disability.** All Employees are covered by State Disability Insurance, the cost of which is shared by the Employees. All Employees are covered by Disability and Life Insurance, the cost of which is paid by the School. Benefits for Part-time Employees shall be on a prorated basis.

**4. Dental Plan.** All Full-time Employees shall be eligible to be covered by a Dental Plan. The entire cost for each individual Employee wishing to belong to such a plan shall be paid by the School. Dependents are paid for by the individual Employee. Benefits of Part-time Employees shall be on a prorated basis.

**C. Flexible Benefits Program.** A 'flexible benefits program' shall be designed, within the confines of law, to allow Employees to reduce their income through deductions from their salary (called 'salary reduction') for certain expenses, such as, for medical insurance premiums, other medical expenses, and young child care expenses. The School will offer a **Flexible Spending Plan** to each Employee. Each Employee will be permitted to establish a **Flexible Spending Account (FSA)** to be reimbursed for eligible medical and dependent care expenses. FSAs will be funded with semi-monthly pretax salary deductions. Reimbursement will be made on a monthly basis. The plan year runs from **October 1 – September 30**. All FSA enrollment forms must be submitted no later than September 15 of the previous school year.

There is a \$1 monthly charge to each Employee, deducted quarterly (\$3), whether or not the individual Employee chooses to join any of the above plans.

**D. Tuition Waiver for Children of Employee.**

<u>Years of Employment</u>	<u>Employees hired prior to 9/1/09</u>	<u>Employees hired 9/1/09 or later</u>
1-3	48%	no benefit
4-5	90%	45%
6+	90%	85%

(Example: If an employee qualifies for the 85% benefit, the employee shall pay 15% of total tuition.).

Part-time Employees shall receive tuition waiver for their children who are enrolled in the School, in proportion to the percentage that they are part-time employees.

**E. Retirement Bonus.** Employees retiring with 10 or more years of service with the School will be entitled to a retirement bonus in the following amounts: 10 to 12 years service, \$959.29; 13 to 15 years service, \$1,438.93; 16 to 20 years service, \$1,918.58; over 20 years service, \$2,877.87.

### ARTICLE XIII – UNIFORMS

The School will provide three uniforms for every Employee per year. These uniforms remain the property of the School, but the Employee is responsible for the upkeep of these uniforms. Employees are expected to maintain an appropriate appearance at all times. The Employee is expected to wear these uniforms during all working hours unless mutually agreed upon by both parties. The School will also provide boots for Employees whose work creates wear and tear on their shoes beyond normal use. The School shall provide one pair of said boots per year to be worn during working hours.

### ARTICLE XII – GRIEVANCE PROCEDURES

**Step 1.** The aggrieved Employee shall submit his/her grievance in writing to the appropriate building supervisor.

**Step 2A.** Within five (5) school days after the receipt of such written grievance, the Assistant to the Director shall meet with the aggrieved Employee and the School's Chapter Chairperson or his/her designated Union Representative.

**Step 2B.** The assistant to the Director shall answer the grievance in writing within five (5) school days after the said conference.

**Step 3.** If the grievance has not been resolved within five (5) school days after Step 2B, there shall be a meeting between the grievant, the Chapter Chairperson, and a Representative from the UFT, and the Director.

**Step 4.** The Director shall answer the grievance, in writing, within ten (10) school days. If the dispute is still unresolved, the UFT may, with the agreement of the Employee, submit the dispute to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American

Arbitration Association. The costs of arbitration shall be borne half by the Union and half by the School. The Employee may not bring an arbitration proceeding without the written consent of the Union first obtained. The decision of the arbitrator shall be final and binding. In connection with any proceeding before the arbitrator, either party may be represented by counsel.

**ARTICLE XIV – MANAGEMENT RIGHTS CLAUSE**

Management reserves the right to operate the School limited only by the provisions contained herein. There shall be no discrimination against an Employee for participation, either past, present, or future, in protected activity. The terms and provisions of this Agreement shall be applied without regard to race, color, religion, national origin, sex, or age, as provided by law.

**ARTICLE XV - DURATION OF THE AGREEMENT**

This Agreement shall become effective for the period September 1, 2009 through August 31, 2010. This Agreement shall be automatically renewed from year to year unless either party hereto gives notice to the other party not later than April 1st, prior to the termination date, of desire to amend or terminate this Agreement. Either party may request amendment of this Agreement by notifying the other party in writing. If there is mutual consent by both parties to an amendment or change, the amendment or change shall be considered incorporated. This contract shall supersede any and all other contracts or agreements made by the School with any Employee covered therein.

**ARTICLE XVI – CONFORMITY TO LAW**

Nothing contained herein shall be contrary to law or appropriate New York State Education Rules and Regulations.

Dated as of September , 2009

UNITED FEDERATION OF TEACHERS, LOCAL 2,  
  
LITTLE RED/ELISABETH IRWIN STAFF ASSOCIATION  
CHAPTER, NYSUT, AFT, AFL-CIO

LREI -- LITTLE RED SCHOOL HOUSE  
AND  
ELISABETH IRWIN HIGH SCHOOL

\_\_\_\_\_  
MICHAEL MULGREW, UFT PRESIDENT

\_\_\_\_\_  
MICHAEL PATRICK, BOARD CHAIR

\_\_\_\_\_  
Robert Astrowsky, Assistant Secretary

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Philip Kassen, Director

\_\_\_\_\_  
Michelle Boehm, Chapter Leader

\_\_\_\_\_  
Michel de Konkoly Thege,  
Associate Director

