

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Harborfields Central School District of Greenlawn and Harborfields Central School District Security Guard Unit, United Public Service Employees Union (UPSEU) (2011)**

Employer Name: **Harborfields Central School District of Greenlawn**

Union: **Harborfields Central School District Security Guard Unit, United Public Service Employees Union (UPSEU)**

Local:

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

Expiration Date: **05/30/2015**

PERB ID Number: **10283**

Unit Size:

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

SG / 10283

AGREEMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

between the

MAR 25 2013

HARBORFIELDS CENTRAL SCHOOL
DISTRICT OF GREENLAWN

OFFICE OF THE CLERK

and the

UNITED PUBLIC SERVICE
EMPLOYEES UNION

SECURITY GUARD UNIT

July 1, 2011 through June 30, 2015

TABLE OF CONTENTS

Article I	Recognition and Union Status	2
Article II	Dues Deductions and Agency Fee	3
Article III	Management Rights.....	5
Article IV	Wages.....	6
Article V	Workweek and Hours of Work	7
Article VI	School Closings	8
Article VII	Vacancies	9
Article VIII	Paid Leaves.....	10
Article IX	Unpaid Leaves.....	12
Article X	Insurance Benefits	13
Article XI	Workers' Compensation.....	14
Article XII	General Clauses	15
Article XIII	Visitation	17
Article XIV	Unit President	18
Article XV	Grievance Procedure.....	19
Article XVI	Employee Meals	20
Article XVII	Term of Agreement.....	21
Article XVIII	Taylor Law Notice	22

AGREEMENT made and entered into this 12th day of March, 2013 by and between the Board of Education, Harborfields Central School District of Greenlawn, New York (hereinafter termed the "District"), and the undersigned United Public Service Employees Union, Security Guard Unit, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020 (hereinafter termed the "Union"); wherein it is mutually agreed as follows:

ARTICLE I – RECOGNITION AND UNION STATUS

The District recognizes the Union as the exclusive bargaining agent for all permanent full and part-time Security Guards regularly working more than 20 hours per week.

ARTICLE II – DUES DEDUCTIONS AND AGENCY FEE

A. Dues

1. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Union.
2. Deductions referred to above shall be made in the following manner:
 - a. The Union shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.
 - b. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.
 - c. No later than thirty (30) days prior to the second scheduled pay date in October, the Union shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.
3. Additional authorizations, submitted after the schedule set forth in paragraph 2 (c) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2 (b).
4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Union.
5. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay day next following the passage of thirty (30) days from the District's receipt of that notice.

B. Agency Fee

1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collection negotiations provided, however, that such employee shall have available to her/him membership in the Union.
 2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment.
 3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.
 4. The Union will adopt a refund procedure consistent with law.
- C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- D. The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs, and attorney fees limited only to the attorneys provided by the Union that may accrue as a result of the aforesaid contract provisions by reason, of any actions or suits brought against the District.

ARTICLE III – MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discharge, and discipline non-probationary employees for just cause.

ARTICLE IV – WAGES

- A. During the term of this Agreement, the wages for the Security Guards shall be increased as follows:

Effective 7/1/11:	1.25%	+	A \$200 flat dollar increase (not applied to base salary) for those employees working 6 or more hours per day; and a \$100 flat dollar increase (not applied to base salary) for those employees working less than 6 hours per day
Effective 7/1/12:	1.25%	+	A \$250 flat dollar increase (not applied to base salary) for those employees working 6 or more hours per day; and a \$125 flat dollar increase (not applied to base salary) for those employees working less than 6 hours per day
Effective 7/1/13:	1.25%	+	A \$300 flat dollar increase (not applied to base salary) for those employees working 6 or more hours per day; and a \$150 flat dollar increase (not applied to base salary) for those employees working less than 6 hours per day
Effective 7/1/14:	1.25%	+	A \$350 flat dollar increase (not applied to base salary) for those employees working 6 or more hours per day; and a \$175 flat dollar increase (not applied to base salary) for those employees working less than 6 hours per day

* The foregoing flat-dollar increases shall terminate (sunset) effective June 30, 2015

Accordingly, wages for the Security Guards shall be as follows:

	Effective 7/1/11	Effective 7/1/12	Effective 7/1/13	Effective 7/1/14
Hiring Rate	19.18	19.42	19.66	19.91
After One (1) Year	20.62	20.88	21.14	21.40

ARTICLE V – WORKWEEK AND HOURS OF WORK

The work schedule and hours of work for Security Guards shall be determined by the District.

ARTICLE VI – SCHOOL CLOSINGS

In the event of a school closing due to an emergency or inclement weather on a regularly scheduled workday for a Security Guard, the Security Guard shall receive his/her normal salary for that day.

ARTICLE VII - VACANCIES

Security Guards in the bargaining unit shall be given consideration for any custodian vacancies in the District. This shall not be construed to require the District to hire a security guard for a custodial vacancy or to give preference to security guards over other District employees, but shall require the District to interview.

ARTICLE VIII – PAID LEAVES

A. Sick Leaves

1. Security Guards shall receive two (2) sick days annually. Effective July 1, 2014 and thereafter, Security Guards shall receive three (3) sick days annually.
2. Employees who will be absent from work due to illness must notify their supervisor no later than two (2) hours prior to the start of their shift whenever possible.
3. In the event an employee is absent due to personal illness for 3 or more consecutive days, the employee shall provide a letter from the employee's doctor verifying said illness.
4. To the extent not used, sick days may be accumulated (for use purposes only) without limit from year to year during the term of employment.

B. Personal Days

1. Security Guards shall receive two (2) personal days annually.
2. Personal days are for personal business and for personal obligations which cannot be met at times other than during a school day, such as:
 - a. Legal matters including house closings, income tax hearings, adoption proceedings, court appearances, probating wills and the like;
 - b. Ceremonies such as family weddings, graduations and religious exercises;
 - c. Moving;
 - d. Emergency family accidents, doctor or hospital visits;
 - e. Funerals of relatives other than immediate family;
 - f. Any other purpose which the Superintendent may deem appropriate upon application stating specific reasons.

Personal days may not be used for purposes of involvement in community affairs, for social causes or the like. Extension of holidays or vacations does not constitute personal reasons.

3. For any personal days to be granted, a request must be filed with the District Maintenance Leader or his/her designee and central office at least five (5) working days in advance on a form provided by the District.

This notice may be waived in the event of an emergency at the discretion of the Superintendent or his designee.

All requests for personal days are subject to the approval of the central office and the District Maintenance Leader or his/her designee.

4. In filing the District request form for personal leave, the unit member shall state the category of the personal business or personal obligation, such as "legal", "ceremonial", "moving", "emergency medical", "funeral", "religious".
5. Unused personal days shall be transferred to the unit member's accumulated sick leave account.

ARTICLE IX – UNPAID LEAVES

A. Temporary Leaves of Absence

Any employee may make a written request for a leave of absence without pay for a period of time generally not to exceed one (1) year. Such leaves may be granted when there are special personal situations which fully involve the employee, but are not permanent in nature, or where special conditions or opportunities require specific time arrangements by the employee. All applications and requests for extension are subject to the approval of the Superintendent and the Board of Education. All requests for a leave of absence shall be submitted not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration date of any approved leave of absence shall be fixed by the Board of Education.

Any individual on leave will be responsible for the full payment of premiums or other obligations for fringe benefits to which he/she is entitled. The individual is not entitled to retirement credit, nor eligibility for coverage under the District's insurance benefit programs except for health insurance, which may be continued at full cost to the employee. The provisions of "Leaves of Absence With Pay" do not apply to any staff member while on leave of absence without pay. Not later than ninety (90) days prior to the expiration date of a leave of absence, the employee shall submit a letter to the Superintendent's office indicating his/her intention to return or announcing his/her resignation as an employee. The same ninety (90) day notice provision shall also apply to requests for extension of a leave of absence.

B. Child Care Leaves of Absence

Child care leaves of absence shall be treated as other leaves under Section IX (A).

ARTICLE X –INSURANCE BENEFITS

A. Life Insurance

The District will provide full-time unit members of the staff with a fully paid life insurance policy in the sum of \$25,000. Unit employees shall have the option to purchase additional group life insurance of \$15,000; provided, however, that such purchase shall be subject to all prerequisites, rules and regulations of the District's insurance carrier.

B. Long Term Disability

The District shall implement a Long Term Disability Insurance Plan, for which the District's contribution shall be no more than \$150 per employee per annum.

To be eligible for this benefit, the unit member must work a regular work schedule of at least 30 hours per week.

ARTICLE XI – WORKERS' COMPENSATION

An employee sustaining physical injuries, within the scope of his/her employment, shall continue to be paid by the District his/her full salary for the duration of his/her sick leave, which shall be charged for such absence. Upon the final adjudication of the employee's workers' compensation claim, upon reimbursement to the District, the District will reinstate the employee's sick leave, based on the dollar cost of each day's sick leave, to the extent of such reimbursement.

ARTICLE XII – GENERAL CLAUSES

A. Special Tools

The District agrees to maintain, supply and replace all special tools and equipment to employees deemed necessary by the District for the performance of their duties as required.

B. Personal Vehicles

The District shall make available a District-owned vehicle to be used for patrolling the District. Said vehicle shall be outfitted with lights and markings sufficient to identify it as a Security vehicle. Unit members who have been authorized to use district vehicles may be required to drive such district vehicles to and from their residence and work. Unit members authorized to drive district vehicles are only permitted to use such vehicles for business purposes and will be issued a 1099 form each year for such use.

Those Unit members who choose to use their own vehicles for patrol shall be reimbursed at the current IRS rate. The parties agree that the District is not responsible for, and has no liability for damage to Unit members' personal vehicles used for patrolling the District.

C. Sanitary Arrangements

The District agrees to supply soap, towels and washing facilities for all its employees and further agrees to provide a secure area where possible, for storage of employees' personal articles, provided the District has no responsibility for personal articles.

D. First-Aid Kits

The District shall maintain, readily accessible, a complete first-aid kit in each school building and in the grounds department.

E. Union Meetings

The District shall, upon written application on forms provided by the District, provide space within the schools for Union meetings at times which will cause no disruption to District operations.

F. Bulletin Boards

The District shall provide bulletin boards in each school and in the grounds

department for the use of the Union.

G. Military Service

Both parties agree that all statutes and valid regulations relative to the reinstatement and employment of veterans shall be observed with the same force and effect as if written into this Agreement.

H. Uniform

Should the District, in its sole discretion, require unit employees to wear uniforms, such uniforms shall be supplied by the District and replaced where reasonably appropriate. The District shall provide adequate rain gear for each building, as determined by the District Maintenance Leader.

I. Fingerprinting

All unit members who were employed by the District prior to the passage of the SAVE legislation in July of 2001 will be required to undergo fingerprinting at the District's expense within two months of the full ratification of this contract.

J. Physical Examinations

At the time of initial employment and at such other times as the District may require, the employee shall receive a complete physical examination (including X-rays) and submit the results of such examination to the Superintendent of Schools on a form provided by the District. The examination will be performed by a school physician at District expense or the employee's doctor at the employee's expense.

ARTICLE XIII – VISITATION

- A. The Union, through its representatives, shall have the right to visit the working areas of the schools in the District where employees covered by the Agreement are assigned during normal working hours of such employees; however, there shall be no interruption of service.
- B. The Union shall, prior to visiting the District, notify the Assistant Superintendent of Human Resources and advise him or her of the building he will be visiting.
- C. Normal visiting procedure in school buildings will be observed.

ARTICLE XIV – UNIT PRESIDENT

The Unit President designated by the Union, in writing to the District, shall be permitted on reasonable prior request to his supervisor, which shall not be unreasonably withheld, to investigate and process grievances, or to provide new employees with union forms, or to attend union disciplinary or grievance meetings with management, when this cannot be accomplished outside of working hours.

ARTICLE XV – GRIEVANCE PROCEDURE

Step 1

A grievance shall be defined as a claim by an employee that, during the term of this Agreement as defined in Article XXII, there has been a violation of this Agreement with respect to him or her. Any grievance must be submitted within five (5) working days of the event complained of. It shall be signed by the aggrieved employee and shall recite the events giving rise to the grievance, the date the violation allegedly occurred, and state the section of the Agreement claimed to have been violated. It shall be submitted to the Building Principal in the case of building staff and to the Supervisor of Buildings and Grounds in the case of grounds' staff. The Principal or Supervisor, as the case may be, shall answer same in writing within five (5) working days of its submission. The written grievance shall be signed by the affected employee and a union representative (who may be shop steward).

Step 2

In the event the grievance is not satisfactorily adjusted at Step 1, the Union may within five (5) working days from the date of the employee's receipt of the written answer, submit a written appeal to the Superintendent of Schools, who shall respond in writing within five (5) school days of its receipt.

Step 3

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union may submit same to arbitration in accordance with the following provisions:

- A. The arbitrator shall have no jurisdiction to consider: (1) any question not directly related to the interpretation of explicit provision(s) of the Agreement; (2) any grievance based on an event which occurred more than five (5) months prior to the written grievance or which was not submitted to arbitration within thirty (30) working days of the written grievance.
- B. The arbitrator shall be chosen by the parties in each separate case pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. He shall strictly conform to the provisions of this Agreement, shall decide only the grievance adjudicated, and shall not render any decision modifying, amending or adding to the Agreement. His decision shall be advisory only.

ARTICLE XVI — EMPLOYEE MEALS

Bargaining unit members are now required to pay for meals supplied by the school cafeteria, thus ending any past practice that permitted unit members to obtain a free breakfast and lunch.

ARTICLE XVII – TERM OF AGREEMENT

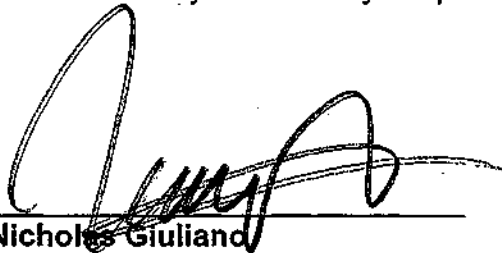
The term of this Agreement shall be July 1, 2011 through June 30, 2015. The parties agree to meet on or about January 15, 2015 to commence negotiations for the terms and conditions of the Contract to be effective July 1, 2015.

ARTICLE XVIII – TAYLOR LAW NOTICE

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

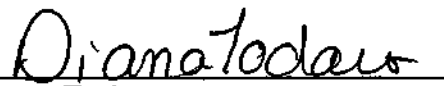
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first written above.

3/20/13
Date



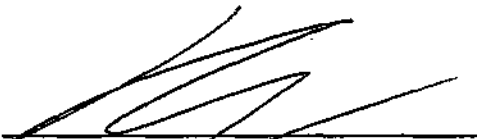
Nicholas Giuliani
President, Board of Education
Harborfields Central School District

3-20-2013
Date



Diana Todaro
Superintendent of Schools
Harborfields Central School District

3/12/13
Date



Kevin E. Boyle, Jr.
President
United Public Service Employees Union

3-12-13
Date



Patrick Passaretti
Labor Relations Specialist
United Public Service Employees Union