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SG/10281

AGREEMENT

between the

THREE VILLAGE CENTRAL SCHOOL DISTRICT

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

THREE VILLAGE SECURITY UNIT

July 1, 2009 – June 30, 2014

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PREAMBLE

This agreement entered into by the Three Village Central School District, hereinafter referred to as the Board, and the United Public Service Employees Union, hereinafter referred to as the "Union", has as its purpose the continuance of harmonious relations between the Board and the Union, a more definitive procedure for resolving grievances, and a cooperative effort to contribute to the growth and quality of the School District.

ARTICLE I **Recognition Clause**

1. United Public Service Employees Union ("UPSEU"), has been certified as the exclusive bargaining representative to represent this unit, and based upon such certification and the statements contained herein that it does not assert the right to strike, the Board of Education hereby recognizes the Union as the sole and exclusive bargaining agent and representative for the Unit covered by this Agreement and hereinafter described in this Article, in accordance with the provisions of Article 14 of the Civil Service Law, and the by-laws and/or policies of the Board of Education.

2. The Unit covered by this Agreement is the Security Unit, composed of all security staff and/or personnel.

3. This recognition shall continue until the expiration of this contract or as per other agreement of the parties and/or order or directive of the Public Employment Relations Board.

ARTICLE II **Agency Fee**

1. The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

2. UPSEU shall have exclusive rights to payroll deductions of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, NY 11779, on a payroll period basis. No other organization shall be accorded any payroll privilege without the express consent and written authorization of UPSEU.

3. Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

4. An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

5. The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only, and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount for the agency fee deduction.

6. Changes in the amount of any agency fee deduction shall be effective on the same date as is the practice in connection with changes in membership dues deductions. Requests for changes in the rates of dues deductions shall be deemed to be a request for a change in the agency fee.

7. Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

8. The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

9. No assessments of any kind or nature will be collected through the agency fee deduction.

10. The District shall not be liable in connection with the operation of the agency fee deduction or the deduction of dues, for any mistake or error of judgment or any other act or omission or commission, and the Union, its successors and assigns agree to at all times indemnify, hold harmless and defend the District, the Board of Education, Board members, Administrators, employees or representatives against any and all (including, but not limited to) claims, suits, actions, costs, charges, expenses, court costs and reasonable attorneys' fees, any and all liability and losses and damages of any kind and nature emanating from, related to or by reason of the agency fee and dues deductions referenced in this collective bargaining agreement.

11. The Union affirms that it will establish and will maintain a procedure through which it provides for applicable refunds to the District and/or Unit members. The maintenance of such a procedure is a material condition for the continuance of the dues and/or agency fee deductions.

ARTICLE III **Grievance Procedure**

Each employee shall be entitled to a UPSEU representative of her/his own choice at each step of the grievance procedure. A grievance shall be defined as a violation, misinterpretation or

inequitable application of the provisions of this collective bargaining agreement.

(a) A grievance shall be presented by the employee to her/his principal, in writing, within ten (10) working days after the alleged violation occurred, or the employee knew or should have known of such violation, whichever date is earlier, or where the grievance does not involve a principal, then to the administrator or immediate supervisor. Within three (3) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and her/his representative, if the grievant so desires. The failure to timely file a grievance shall result in same being deemed waived and time-barred.

(b) In the event such grievance is not resolved, in writing, within five (5) working days following such presentation, it shall be presented by the employee, in writing, within five (5) working days after receipt of a reply, to the Assistant Superintendent of Human Resources.

(c) Within three (3) working days after receipt of the written grievance, the Assistant Superintendent for Human Resources shall confer in person with the aggrieved and her/his representative if grievant so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten (10) working days after presentation, the grievance shall be presented, in writing, within ten (10) working days after receipt of a reply, to the Superintendent of Schools. Within three (3) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and her/his representative, if the grievant so chooses.

(d) In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, it shall be presented in writing within ten (10) working days following such presentation to the Board of Education.

(e) Within ten (10) working days after receipt of the grievance, the Board of Education shall render a written decision which shall be final and binding on all parties, and which is not subject to review or appealable to the Public Employment Relations Board, a Court, tribunal, agency, department, municipality, branch, government, commission or other jurisdiction or venue, or through any action or proceeding of any kind and nature.

ARTICLE IV

Days and Hours of Work

1. Overtime

Unit members required by the District to work in excess of forty (40) hours per week shall be compensated at the rate of time and one-half for each overtime hour worked. Time or days off shall not be included or counted in the calculation of hours worked for overtime purposes. Employees who are assigned to Vandalism Reduction Team ("VRT") duty and who are regularly scheduled to work on holidays in such capacity shall continue to receive pay at the overtime rate for work on holidays pursuant to past practice. Employees who are not assigned to the VRT and are required to work on holidays as part of their regular schedule shall not be paid at the overtime rate for work on holidays. Employees who are not assigned to the VRT, and who are not regularly scheduled to work on holidays, shall be paid at the overtime rate for work on holidays.

2. Lunch/Meal Periods

Unit members shall be paid for a maximum of one (1) hour for lunch periods. Unit members are not permitted to leave the building they are assigned to during lunch or meal periods and shall be on on-call status during same.

3. Work Hours for Unit Members Retired from Prior Public Employment Positions

Unit members, who have previously retired from positions in law enforcement, or other public employment, shall strictly adhere to any and all applicable hours, days or compensation, maximum allowances, limits or restrictions. A failure to strictly comply with such provisions shall be grounds for immediate summary dismissal of the subject employee from his/her District position(s). UPSEU and the local bargaining unit agree to defend, indemnify and hold the District, its Board of Education, Board members, Administrators, employees, agents and representatives harmless from any and all violations, penalties, claims, assessments, fines, damages or any other liability of any kind and nature, imposed by the applicable State, Federal or local government, agency, department or other entity exercising jurisdiction over such violations (etc.), or imposing such penalties (etc.), and/or in connection with all actions or proceedings of any kind and nature commenced against the District.

ARTICLE V
Alcohol and Drug Testing

Administration may require employees to submit to alcohol and drug testing on a random or other basis, which testing may include testing of the employees' hair, urine and blood, as Administration deems appropriate. Employees shall be paid at their regular hourly rate for attendance at such testing if conducted at a laboratory or other facility not located on District property, for the actual time attending as verified by a written form to be provided by the Superintendent or her/his designee, completed and executed by the testing provider and the employee. Employees will also be paid for no more than a total of one-half hour at their regular rate for the travel time involved for attendance at testing at such outside facilities.

ARTICLE VI
Supervising and Chaperoning of Students

Supervising and chaperoning of students shall be a regular part of unit members' duties for which they receive no additional compensation for same.

ARTICLE VII
Delivery of District Notices, Records and Other Documents

Delivery of District notices, records and other documents to the homes of residents, students, and to other locations, shall be a regular part of Unit members' duties, for which they receive no additional compensation. If it is determined that a District vehicle is available for and appropriate to such use, employees may be permitted to use same for these deliveries only. This determination shall be in the sole non-grievable discretion of the Superintendent or her/his designee. Such use of vehicles may only be permitted upon the employee providing his/her drivers' license to

the designated Administrator.

ARTICLE VIII
Subcontracting

The District reserves its right, in its sole non-grievable discretion to subcontract the work of this unit, in whole or in part to private agencies or contractors, or to whomever it deems appropriate.

ARTICLE IX
Closings or Delayed Openings

Unit members may be required by the Superintendent or her/his designee to report to work on days when District Schools are closed or in the event of delayed openings. Unit members shall report to work on such dates and at such times as determined by the Superintendent or her/his designee and shall receive pay only for hours they are required to, and actually work.

ARTICLE X
Temporary Leave

1. **Sick Days**

Employees shall receive two (2) sick days per employee per year. Unused sick days shall not accumulate nor shall they be carried over from year to year. Employees will not be paid for unused sick days.

2. **Bereavement Leave**

A permanent employee may be granted up to three (3) calendar days paid leave which shall include weekends and holidays, in the case of a death in the immediate family. (Parent, grandparent, grandchild, sibling, child, spouse, relative with whom the employee was living at the time of death, mother-in-law, father-in-law, brother-in-law and sister-in-law); said leave to be taken contiguous to the death.

ARTICLE XI
Vacancies, Promotions and Transfers

When a vacancy in this unit occurs, the Superintendent or her/his designee shall post a notice of such vacancy in all schools, and invite applications for such positions prior to filling same. Administration may fill vacancies, promote employees, and make transfers and/or building or work location assignments, as it deems appropriate. The above authority shall include, but not be limited to the assignment of employees to the work days of the week (and may include, in Administration's sole non-grievable discretion, assignments to work Saturdays, Sundays and Holidays. Except as otherwise expressly set forth herein, employees assigned to work on Saturdays, Sundays or Holidays, shall receive their regular hourly rate of pay for such work), and shifts or hours of the workday.

ARTICLE XII

Layoffs

All layoffs of unit members in the competitive class of the Civil Service will be on the basis of seniority in the District by title. Layoffs of unit members in the non-competitive class of the Civil service shall be on the basis of seniority in the District. In filling vacant or newly created security positions within the District, the District will recall by seniority in District by title those members of the Unit who were previously excessed from positions in the competitive class of the Civil Service, and who previously served satisfactorily and competently with the District as reflected by such members' personnel files. Furthermore, in order to fill applicable vacancies, the Board will also recall by seniority in the District those members of the unit who were previously excessed from positions in the non-competitive class of the Civil Service, and who previously served satisfactorily and competently with the District as reflected by such members' personnel files. However, if a member refuses such offer of recall, such member shall permanently be removed from the applicable recall list and will not be subject to further recall.

ARTICLE XIII

Miscellaneous

1. Annual Evaluations

Administration in its sole non-grievable discretion shall develop an annual evaluation procedure and the applicable forms for use by supervisors in evaluating unit members each year, upon consultation with the Unit President.

2. Security, CPR and AED Training

Unit members shall be required to annually submit to, receive, and successfully complete Security, Cardio Pulmonary Resuscitation ("CPR") and Automated External Defibrillators ("AED") training at District expense. Unit members must annually attain, and provide to the Superintendent or her/his designee written certification in Security, CPR and AED, through the successful completion of the aforementioned training. The Providers, dates, times and contents of such training will be determined by the Superintendent or her/his designee. The failure or refusal of a unit member to submit to and successfully complete the training and/or provide certification, shall be cause for immediate summary termination of employment without charges, a hearing or other due process. Unit members will be paid their regular hourly rate for attendance at the aforementioned training, but only for the actual time attending as verified by a written form to be provided by the Superintendent or her/his designee, completed and executed by the Provider and the employee.

3. Uniforms

Unit members will be provided with District shirts, hats and windbreakers selected by the Superintendent or her/his designee, at District expense. The frequency of the provision of such uniform components shall be determined in the sole non-grievable discretion of the Superintendent or her/his designee. Unit members are required to wear such uniforms at all times during the workday. Administration may send home any Unit member who is not wearing all the required components of such uniforms. If an employee is sent home under such circumstances, the employee will not be paid for that workday.

4. Tax Deferred Annuity

Unit members shall be permitted to have access to and enroll in the District's employee elective annuity contribution plan.

5. Employee Assistance Plan

Unit members shall be permitted to have access to such District plan or program selected by the Superintendent of her/his designee.

ARTICLE XIV
Management Rights

It is recognized that the Board and Administration have complete authority over the policies and administration of the District. The Board and Administration retain the exclusive right, among other customary rights, of School Boards and Administrations, and employers, to determine the standards of service to be offered to the community, to determine the standards of selection for employment, direction of their employees, to hire, promote, take disciplinary action (subject to Education Law and Civil Service Law), deny tenure or permanent status, maintain the efficiency of the District's operations, determine the methods, means and personnel by which District operations are to be conducted, determine the contents of jobs, take all necessary actions to carry out the District's mission, and execute complete control and discretion over the District's organization, technology and the conduct of District affairs.

ARTICLE XV
Management Practices

Notwithstanding any other provision contained in this Collective Bargaining Agreement, the parties acknowledge that as a practical matter, it is virtually impossible for this agreement to contain all past management and other prerogatives and practices, all Board resolutions, and/or policies, regarding terms and conditions of employment, work requirements, assignments, duties, rules, policies, regulations, and procedures, formal and informal, and that same shall continue even if not specifically contained or referenced herein, except to the extent that they are expressly and specifically amended, modified or eliminated by the provisions contained in this agreement.

ARTICLE XVI
LEGISLATIVE ACTION

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.

ARTICLE XVII
Salary and Longevity

A. Hourly Salary Increases

- \$0.25 per hour year 1*
- \$0.25 per hour year 2*
- \$0.25 per hour year 3*
- \$0.00 per hour year 4*
- \$0.25 per hour year 5*

B. Longevity

Effective July 1, 2013, after completion of ten (10) years of consecutive service in the District in this unit, unit members shall receive an additional \$0.10 per hour.

*(Note: There shall be no retroactive payment of salary increases to employees who are no longer employed by the District in this unit as of the date of formal approval by the Board of Education of this Agreement)

ARTICLE XVIII
No Strike Pledge


The Union and its membership hereby acknowledge that a strike and/or illegal concerted job action are prohibited by law and, therefore, they pledge to refrain from engaging in such activities under penalty of law.

ARTICLE XIX
Duration

This Agreement and each of its provisions shall be binding and effective as of the first day of July 2009 and continue in full force and effect until the last day of June 2014.

IN WITNESS WHEREOF the following have set unto their signatures and seal
this 21st day of DECEMBER, 2014.

UNITED PUBLIC SERVICE EMPLOYEES UNION
SECURITY UNIT




KEVIN BOYLE
President
United Public Service Employees Union

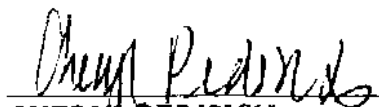


CORNELIUS KEEFFE
President, Three Village Security Unit

THREE VILLAGE CENTRAL
SCHOOL DISTRICT



WILLIAM F. CONNORS, JR.
President, Board of Education



CHERYL PEDISICH
Superintendent of Schools