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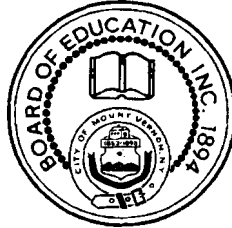
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# AGREEMENT



## Mount Vernon City School District and Mount Vernon Federation of Teachers

**RECEIVED** *FOR SECURITY UNIT*

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INDIANA PUBLIC EMPLOYMENT  
RELATIONS BOARD

*July 1, 2004*

*to*

*June 30, 2007*



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## **ARTICLE I RECOGNITION**

The Mount Vernon City School District has recognized the Mount Vernon Federation of Teachers as the exclusive bargaining representative for all school monitors employed as security. Employees with supervisory duties such as Sergeants/Captains, etc. will be excluded from the bargaining unit.

## **ARTICLE II SALARY & BENEFITS**

### **A. SALARY**

1. Increase all salaries, schedules, rates and appendices by 4% (2% on July 1, 2004 and an additional 2% on February 1, 2005), an additional 4% (2% on July 1, 2005 and an additional 2% on February 1, 2006), an additional 4% (2% on July 1, 2006 and an additional 2% on February 1, 2007). See Appendix I.
2. Lead security officers, except the current high school lead security officer, shall receive a \$650 annual stipend above his/her step. The current high school lead security officer will maintain his current stipend above top step.
3. Unit members, with 3 or more years of District service, assigned to work at the middle schools and high schools for no less than 1 month, and who are absent for no more than 8 days in a school year, shall receive an annual stipend of \$500 payable at the end of the school year, prorated for the months worked at that location.
4. The parties agree that a joint labor/management committee shall review the compensation and requirements of all stipend/extra-curricular positions and include the compensation for such positions in the collective bargaining agreement. Unit members who are appointed to stipend positions but are unable to complete the performance of the job due to long-term leave shall be paid pro-rata for the time worked in that position.

### **B. PAYCHECKS**

1. Unit members shall receive paychecks every other Wednesday from September through June according to the attached pay dates (See Appendix II). If a payday falls during a vacation period, the employees shall be paid the day before the vacation.
2. Unit members shall have the option to also utilize Direct Deposit and the Mt. Vernon Credit Union for payroll purposes. In addition, unit members may designate that deductions also be taken for the NYSUT Benefit Trust Fund, VOTE-COPE, Tax Shelter Annuity (in accordance with procedures worked out between the Federation and the Business Office) and a Roth IRA.

3. Unit members who are employed for summer work shall receive a paycheck no more than two weeks after starting work.

## **C. HEALTH INSURANCE**

1. Employees hired to work full-time (no less than 35 hours per week) shall be entitled to receive individual health insurance coverage. Unit members shall contribute the following for health insurance: 0.7 percent of the annual salary of the member in 2004-2005 with a \$200 minimum. In 2005-2006 the amount will be .725% of the annual salary with a minimum of \$250. In 2006-2007 the amount will be .75% of the annual salary with a \$300 minimum. Unit members shall pay no lower an amount than the minimum amounts listed.  
The District shall be allowed to substitute carriers as long as the substituted carrier provides no less coverage than provided by SWSCHP at the time of the switch.
2. Members of the Unit may buy out health insurance. In cases in which the District's employee is covered by medical insurance through another family member, the District will pay the employee to voluntarily waive his/her right to participate in the District's health insurance plan. The District will pay that employee the amount of \$1,000 annually for that waiver and withdrawal. The election must be made by June 1 for the subsequent school year, or within the first thirty (30) days after hiring. In the event of a situation occurring after withdrawal in which coverage might be otherwise terminated the District shall allow reentry upon a pro-rata repayment of the amount paid for the waiver and withdrawal.
3. Should the District change health insurance plans or coverage during the term of this Agreement, the employee contribution shall cease and the parties will renegotiate employee contributions.
4. The District shall pay health insurance premiums in the amount of 60% for individual coverage and 45 % for family coverage for unit members retiring after September 1, 1999 who have completed at least 10 (ten) years of service in the district.
5. Employees who currently receive individual health insurance will have the option to purchase family coverage at the rate of ½ of the difference between the individual and family plan rate.
6. While the District agrees that artificial insemination and invitro-fertilization may be necessary in some cases, the Union agrees that artificial insemination and invitro-fertilization is not always necessary. All artificial insemination and invitro-fertilization cases will be decided under a standard of "medical necessity" only. The standard of such "medical necessity" shall be that which is applied under the SWSCHP Plan. All disputes shall be resolved by medical arbitration by the Chief of OB-GYN of the New York Medical College.

In the event that the Administrator's medical review panel determines that artificial insemination or invitro-fertilization is not "medically necessary" and the Union wishes to challenge that determination, the matter shall be submitted to the Chief of OB-GYN of the New York Medical College for resolution.

**D. WELFARE FUND BENEFITS**

1. During the period of this Agreement, the District hereby agrees to contribute to the Federation at the rate of \$1375 in school year 2004-2005, \$1450 in school year 2005-2006, and \$1500 in school year 2006-2007, for each eligible employee to provide welfare benefits through a trust.
2. Contributions shall be for eligible full-time unit members. All rebates shall accrue to the trust. The District shall allow the trustees to expand the purposes of the trust to allow the purchase of other group health and health related benefits.

**E. LONGEVITY**

A longevity payment of \$300 shall be instituted for employees starting in the 15<sup>th</sup> year of service. In addition, a longevity payment of \$600 will be paid to those employees starting in the 20<sup>th</sup> year of service. A longevity payment of \$900 will be paid to those employees starting in the 25<sup>th</sup> year of service.

**F. EXTRACURRICULAR PAY**

Situations in which outside groups, other than recognized charities and those requiring armed security, use school facilities the District shall require, as a condition of use of facilities, that members of the Unit be hired at rates the user would ordinarily pay.

**G. FLEXIBLE SPENDING PLAN**

The parties shall implement a flexible spending plan in accordance with Section 125 of the Internal Revenue Code.

**ARTICLE III  
LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. All members of the unit who are now in the school system or hereinafter entering shall be entitled to five (5) days sick during the first year of employment, ten (10) days sick leave during the second year of employment and fifteen (15) days sick leave during the third year of employment and thereafter. A day shall be construed as the number of hours to which an employee is scheduled on any



given workday. Sick days may be accumulated up to a maximum of 120 days. Up to three (3) sick days in each school year may be used for family illness. "Family" shall be defined as people living in the employee's household.

2. If a unit member reports to school and becomes ill necessitating a return to home, absence for a half a day will be recorded if the unit member is unable to resume duties before 12 noon. Should a unit member become ill after 12 noon, credit for a full day's attendance will be given.

## **B. SICK LEAVE BANK**

1. Upon commencement of employment, the District shall deduct one day from that year's annual sick leave from each unit member for Sick Leave Bank purposes. That reduction shall reduce the available Sick Leave of the individual unit member and shall be transferred to a separate account denominated as Sick Leave Bank. The bank shall be administered by two persons designated by the District and two persons designated by the Federation. This group shall be designated as the Sick Leave Bank Board. The Sick Leave Bank Board shall determine whether or not unit members are eligible to receive time from the Sick Leave Bank. In the event of disagreement, the question shall be referred to a physician in the area of specialty in which sick leave is sought. That physician shall be designated in consent of both sides by the Academic Dean of the New York Medical College in Valhalla, New York.
2. No person shall be entitled to receive more than ninety (90) sick days for any single disability and no person shall be entitled to use Sick Leave Bank time unless the medical need is established by the parties to be of a catastrophic or disabling nature as ordinarily understood for general disability purposes. No Sick Leave Bank time will be available until the exhaustion of annual and accumulated time.
3. At the time the Sick Bank days have been decreased to 100, the Bank shall be replenished in the same manner in which it was originally established.

## **C. SNOW EMERGENCY**

In the event schools are closed due to snow or other emergency and a unit member is on sick leave on the day prior to such school closing and the day after such school closing, the unit member will be charged for a sick day on the day school is closed. However, should the school closing day be made up that year, the District will reinstate that charged sick day back to the unit member.

## **D. PERSONAL DAYS**

1. All unit members in the school system shall be allowed three (3) days of leave

for personal reasons per school year. Unused personal days shall be converted to the employee's accumulated sick leave.

2. Personal leave will be granted for matters of urgent personal business which can only be conducted within the regular school day.
3. The following are examples of, but not limitations for, personal leave days:  
Legal matters;  
Death in family (other than Bereavement Leave);  
Personal property damage;  
Medical visit, medical exams or treatment of a compelling nature for the member, spouse, or child;  
Family problem of a compelling nature for member, spouse, child;  
Unit Member's graduation day;  
Religious observance;  
Sickness in family above the three days allowed
4. Any unit member desiring personal leave for two or more consecutive working days may apply for such leave stating the specific reason for review by the Principal and the Office of the Superintendent.
5. All requests for such personal leave must be submitted by the unit member in writing not less than three (3) days prior to the day or days such leave is desired, or as soon as possible in case of emergency. Such personal leave shall not be granted or allowed for any day or consecutive days or any part thereof before or following either a vacation period or a day when school has been closed for an emergency, except, however, if a request for personal leave has been submitted and approved in advance of an emergency closing, such personal leave will be granted even though it shall fall immediately following a day when school has closed for emergency. "Vacation period" shall only apply to the adopted school calendar vacations of Thanksgiving, Christmas, mid-winter break, and spring break.
6. Personal leave days shall only be charged to the unit member when personal leave is taken on a day that school is in session.

## **E. LONG TERM LEAVE OF ABSENCE**

1. Unit members shall be entitled to leave without pay for one school year after 7 years of continuous service.
2. Requests for a leave without pay must be submitted by March 1st in writing for the following school year.
3. Such leave shall not be available for the purpose of accepting other employment.

4. Employees shall not be eligible for a second such leave until they have completed seven additional consecutive years after taking the first such leave.
5. An employee granted leave under this section shall be returned to the same or substantially equivalent position if available.
6. Any employee who fails to return for duty on the expiration of long term leave upon the first working day following expiration of such leave shall be deemed to have terminated his/her employment with the District unless such delay is approved by the Board or unless the delay is due to extenuating circumstances. Employees on long term leave may be required to provide written notice of their intent to return by March 1<sup>st</sup> of the school year in which leave is taken.

## **F. LEAVE REVIEW COMMITTEE**

Alleged abuse of sick and personal leave shall be controlled by a review committee to review charges of abuse of such leave. The leave review committee shall be vested with the authority to interview unit members who have been referred to the committee and forward any matter it deems fit to the office of the Superintendent or his/her designee with a written recommendation for further action. Unit members shall be accompanied by an MVFT appointed representative at any such meetings and interviews. The Federation shall participate in the deliberations of any such committee, but shall not have a vote in any deliberations.

## **G. FAMILY AND MEDICAL LEAVE ACT (“FMLA”)**

1. The District will provide eligible employees with FMLA benefits as defined by the law. For an employee to be eligible he or she must have worked 12 months prior to the commencement of the leave and must have worked 1250 hours during that 12-month period.
2. When both a husband and wife are employed by the District they are restricted to a total of 12 workweeks for FMLA leave:
  - (a) for birth of a son or daughter or to care for the child after birth,
  - (b) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
  - (c) to care for a parent (but not a parent “in-law”) with a serious health condition.
3. Where available, subject to the conditions of the FMLA, accrued leave (such as vacation, personal, family and sick leave, child care and sick leave bank) shall be used first to cover some or all of the FMLA leave.
4. During the FMLA leave, health benefits are to be provided at the level and under the conditions of coverage that would have been provided had the employee continued in employment during the period of leave. However, if the employee fails to return from leave, the District may recapture the health care premiums

that it paid during the employee's leave. The District will not recapture the premiums of an employee who fails to return to work because of the onset, continuation or recurrence of a serious health condition of the employee or family member.

5. Any employee who uses unpaid leave for FMLA leave, will not accrue seniority during the FMLA leave.
6. The District has a right to 30 days advance notice from the employee where practicable. In addition, employees taking medical leave are also required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the employer.
7. The District may require an employee to submit certification from the health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member. Failure to comply with these requirements may result in the denial of FMLA leave. The District may also require that the employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition.

## **H. MILITARY LEAVE**

Military leave shall be granted in accordance with Section 243 of the Military Law.

## **I. BEREAVEMENT LEAVE**

1. Employees shall be entitled to leave of absence with pay for a period not to exceed five (5) consecutive days in case of death of a parent, sister, brother, child, spouse or other member of the family residing with the member.
2. Employees shall be entitled to leave of absence with pay for a period not to exceed one (1) day in case of death of any of the following: (1) mother-in-law; (2) father-in-law; (3) daughter-in-law; (4) son-in-law; (5) sister-in-law; (6) brother-in-law; or (7) a grandparent not residing in the household of the member except, however, that where a member is required to travel over 100 miles from Mount Vernon, the member shall be granted up to, but not more than, two (2) days leave of absence with pay.

## **J. WORKERS' COMPENSATION**

1. Security monitors who sustain a direct physical student-related injury shall receive a maximum 35 days of pay. There shall be no District payments for the same claim in future years. Security monitors who sustain non-student related injuries shall receive a maximum of 15 days of pay.
2. The days referenced above (35 and 15) are a maximum amount to be taken for

any single injury. If Security monitors use more than the above number of days, Security monitors shall have the right to use accumulated sick days and/or sick bank days or workers' compensation direct payment at the statutory prevailing rates.

## **K. CHILD CARE LEAVE**

Childcare leave shall be granted to all members of the unit pursuant to the following conditions:

1. An employee shall give sufficient notice of his/her request for childcare leave.
2. Childcare leave shall begin at a mutually convenient time and shall extend to a period mutually agreed upon after the date of delivery. The District shall not be obligated to return a unit member to the school during the middle of a term where such return would disrupt the program.
3. Childcare leave shall be without pay or credit on a salary schedule for probationary employees. The probationary period will be suspended with the commencement of the leave and will resume when the employee resumes service in the District.
4. An employee who suffers an interrupted pregnancy, stillbirth or the death of any child for who she has received a child care leave may, upon written application to the Superintendent, be returned to service upon appropriate certification.
5. Employees on childcare leave shall be permitted to apply for service as a substitute following the birth of the child.
6. An employee granted childcare leave shall be entitled to one long term of absence without pay, at the expiration of the childcare leave. An employee shall be entitled to only one such extension regardless of the number of childcare leaves taken.
7. No leave shall exceed two (2) years.

## **ARTICLE IV GENERAL WORKING CONDITIONS**

### **A. HOURS OF WORK**

The workweek for full-time employees shall be no less than 35 hours. The normal workday shall consist of a 7-hour working day exclusive of an unpaid 40-minute lunch period and an unpaid 20-minute break.

### **B. STAFFING LEVELS**

The District agrees that at least 80 percent of the District's security positions will be full-

time unit member positions. Up to 20 percent of the District's security positions may be part-time unit member positions. Part-time employees shall be paid a pro rated share of the employees' appropriate step on the salary schedule.

### **C. ASSIGNMENTS & TRANSFERS**

Employees shall be notified of their assignments by July 1st for the coming school year. Where involuntary transfers between buildings are required, the needs of the District and seniority in the school system will be determining factors.

### **D. WORK SHIFTS**

Employees shall be offered a choice of shifts by seniority and the specific training and skills needs of the District.

### **E. OVERTIME**

1. Overtime work (mandatory and optional) shall be offered to employees on a voluntary basis. Employees with the most District seniority shall have first choice of overtime on a rotating basis, except where particular qualifications are required by law, regulation, or District policy. However, overtime which requires bus duty will be offered to the most senior unit member(s) in the building that the bus services. Should there not be enough volunteers for any overtime work, the District may assign overtime on a rotating basis starting with the least senior employee.
2. The parties shall jointly prepare and update an overtime seniority form which shall indicate that all overtime assignments were distributed by seniority. Such form shall be completed and made available to the Federation upon demand.
3. Compensation shall be paid at the rate of straight time beyond the 7-hour workday and/or beyond the 35-hour workweek. However, any overtime beyond an 8-hour workday and/or a 40-hour workweek shall be paid at one and one-half times the employee's hourly rate. Employees required to work on a Saturday during the school year will be paid at one and one half times the employee's hourly rate. Employees required to work on a Sunday or holiday during the school year shall be paid at two times the employee's hourly rate.
4. With regard to summer work, all days (including Saturdays and Sundays) voluntarily worked by security during the summer vacation will be paid at the regular straight time hourly rate based on the unit member's present annual salary divided by workdays in the school year in which they work divided by seven. Should the Saturday or Sunday hours be beyond a forty (40) hour workweek, the school year Saturday (1½ times) and Sunday (two times) rates apply.

5. All summer hour positions must be posted and sent to the Federation following the posting procedure outlined in this article. Summer assignments shall be based upon seniority unless the unit member does not receive the supervisor's affirmative recommendation on the final evaluation.

## **F. SCHOOL YEAR**

The work year shall be 184 days (180 student contact days and 4 Staff Development days). Staff Development Day programs shall be jointly planned by the union and the administration. A joint committee of union and administration representatives shall agree on a school calendar.

## **G. POSTING OF OFFICIAL NOTICES**

All official District circulars which deal with working conditions or the welfare of employees covered by this Agreement shall be posted promptly.

## **H. VACANCIES**

All security vacancies will be conspicuously posted with copies sent to the Federation President.

## **I. SENIORITY**

Seniority shall be based on length of service as a school monitor employed as security in the District. In the event of layoff of employees in the bargaining unit because of lack of work, employees with the least seniority shall be selected. A jointly approved and administered seniority list shall be produced no later than August 15th of each year. A seniority list of employees covered by this Agreement shall be made available for inspection upon request of the unit.

## **J. LAYOFF AND RECALL**

1. In the event a program is eliminated, there may be layoffs.
2. Recall of bargaining unit members who are laid off shall be in inverse order. Such recall rights shall be identical to those rights granted to competitive employees under Civil Service Law.

## **K. DISCHARGE AND DISCIPLINE**

1. Unit members with at least three years of service in the District shall not be subject to any type of discipline or discharge without just cause rights.
2. However, unit members shall only be paid for those hours worked. In addition, the theory of progressive discipline shall be utilized to discipline unit members. That is, a Superintendent's Hearing shall be utilized prior to a just cause hearing. All penalties imposed at the Superintendent's Hearing shall be subject to the grievance procedure.

## **L. SCHOOL YEAR TRAINING**

1. Once each school year, the District will offer to all members of the unit the complete training necessary to obtain Security Certification/Licensing. The District will compensate employees for any District training which takes place outside the workday and/or work year at the employee's hourly rate. The "work year" shall mean the agreed upon teacher calendar. Employees shall be notified of summer training by June 1st of that year. The District training shall not total more than five (5) days outside of the school calendar per school year. Such five days shall take place in the week after the teacher calendar ends in June or the week before the teacher calendar begins in September. Training may also take place on Superintendent's Conference Days and Staff Development Days.
2. The District shall compensate unit members hired prior to 7/1/04 for any state costs and state fees associated with state security certification, licensing fees, and biannual renewals. In addition, all unit members shall be state certified prior to hiring. Unit members who fail to maintain such certification shall be suspended without pay for up to 60 days pending certification and thereafter terminated if unable to be certified.
3. The District shall provide all unit members with training in CPR and First-Aid.

## **M. EVALUATIONS**

1. All members of the unit may be evaluated two (2) times per school year on the attached evaluation form (Appendix III). Such evaluations are to be completed by February 1st and June 1st. Evaluations are to be done by a certified administrator, Security Captain, Security Sergeants, or Administrator of Security.
2. The Labor/Management Committee may review the current evaluation form and suggest any revisions to the MVFT President and Superintendent for appropriate action. A joint committee of union and district representatives shall meet to formulate an acceptable evaluation tool that shall include the supervisor's determination to perform summer work.



## **N. PERSONNEL FILES**

Security officers shall have the right, by appointment, to review the contents of their personnel files, except for privileged information (such as references), and they shall have the right to append an answer to any materials placed therein.

## **O. UNIFORMS**

Uniforms shall be required and supplied by the District. Uniform clothing shall consist of two (2) pants, six (6) white long and short-sleeved shirts, one (1) uniform windbreaker and one (1) clip-on tie. Employees shall be given a \$300 per school year cleaning allowance in equal paycheck installments. The District shall replace required uniform clothing on an as-needed basis.

## **P. JOB DESCRIPTION**

A general description of job duties shall be available by the District for each employee.

## **Q. AUTOMOBILES**

Employees shall not be required to use personal automobiles for the performance of District business.

## **R. LEGAL SERVICES**

The District shall provide legal services and legal fees for civil and/or criminal action taken against a unit member in the performance of his/her duty, which mirror those contained in New York State Education Laws 3023, 3028, 3811.

## **S. LOCKER AREA**

In those buildings with available space, unit members shall be provided with clothing lockers. In buildings with six or more members, the district shall also provide a private room in which to meet and discuss security information.

## **T. FITNESS FOR DUTY**

Bargaining unit members shall be covered under the provisions of Section 913 of the New York State Education Law pertaining to fitness for duty.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A “grievance” shall mean a complaint by a unit member that there has been as to him/her a violation of inequitable application of any of the provisions of this contract or of adopted District policy pertaining to terms and conditions of employment, except that the term “grievance” shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law or (2) the Board of Education is without authority to act.
2. A “grievant” is the person or persons in the bargaining unit making the complaint, including summer and night school personnel, limited to the benefits specifically assigned to them.
3. A “party in interest” is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. The term “days” when used in this article shall, except where otherwise indicated, mean working school days; thus weekends or vacation days are excluded.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise, involving the interpretation and/or application of this Agreement and established policy.

### **C. PROCEDURE**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and a good faith effort should be made to expedite the process.
2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
3. The Federation and District agree that except in unusual circumstances, a grievant should first discuss the “grievance” with his/her principal or immediate supervisor, either individually, or through the Federations’ school

representative, or by a representative of his/her own choosing, qualified under "D" with the objective of resolving the matter formally.

### **LEVEL ONE**

1. Any unit member may present a grievance in writing to the supervisor (for example, department chairman, principal, supervisor, or director) or the employee against whom the grievance exists and who has jurisdiction of the act or condition involved.
2. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. District notices posted on the union bulletin board in every school or distributed to every unit member, also sent by registered mail to the President of the Federation, shall be considered notice and full knowledge to the Federation and all members of the bargaining unit. In the case of a continuing grievance, however, the time limitation shall be computed retroactively from the date of the initiation of the grievance. Thus, failure to grieve previously within the specified time limits shall not preclude initiation of a new grievance of a similar substance.
3. Information copies of the grievance shall be sent concurrently by the unit member to the principal of the school in which the unit member is serving, to the representative of the Federation, and to the Superintendent. The hearing on such grievance shall be held by the unit member's superior within ten (10) days of receipt of such written communication.
4. Within five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his/her decision in writing and mail it to the grievant and to all parties in interest officially present at the hearing as well as the building principal (or unit director) and the Superintendent.
5. If the aggrieved unit member has instituted his/her grievance with a person subordinate to a principal, he/she may appeal the decision on such grievance to his/her principal. Such appeal shall be made in writing within ten (10) days from the date or receipt of the written decision rendered by the administrator to whom it was initially submitted. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.
6. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal. A hearing on the appeal shall be held within ten (10) days of receipt of the appeal, and the principal shall render his/her decision within ten (10) days thereafter. At least five (5) days prior to the hearing on the appeal, the principal shall notify the persons present at the prior hearing of the time and place of the appeal.

7. In any situation in which a member of the bargaining unit does not serve directly under persons other than a principal or if the unit member's grievance is based upon an act or condition for which his/her building principal is responsible, the grievant shall submit his/her grievance to the principal of the building in which the act or condition occurred. Such grievance shall be presented in writing within ten (10) days following the act or condition which is the basis of the complaint. The hearing on such grievance shall be held by the principal within the ten (10) days of receipt of such written communication.
8. Within five (5) days after hearing of the grievance by the principal, he/she shall make his/her decision in writing and mail it to the grievant, all persons officially present at the hearing and the Superintendent.

## **LEVEL TWO**

1. Within ten (10) days of receipt of the decision at Level One rendered by the principal, such decision may be appealed to the Superintendent.
2. Appeals to the Superintendent shall be heard by the Superintendent within fifteen (15) days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior to the aggrieved employee, his/her representative if any, the President of the Federation, and any administrator who has theretofore been involved in the grievance.
3. Within ten (10) days of hearing the appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties officially reasons therefore. A copy of the decision shall be sent to the President of the Federation.

## **LEVEL THREE ARBITRATION**

1. Any grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the Federation to an arbitrator for decision.
2. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Federation filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice. No grievance may be submitted to arbitration by an individual unless the Federation has had an opportunity to determine whether it will defend the grievance or allow an individual to bring it to arbitration on his/her own.
3. The proceedings shall be initiated by filing a notice of arbitration with one of the permanent arbitrators. Such filing shall be in rotation. In the event the permanent arbitrators are unable to hear a case by reason of resignation or disability the demand for arbitration shall be filed with the American Arbitration Association. The notice shall be filed within ten (10) days after receipt of the

decision of the Superintendent of Schools under the grievance procedure, or where no decision has been used in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the provisions of the Agreement or Board policy involved.

4. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Federation will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request may be made to the American Arbitration Association for an arbitrator by either party.
5. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected except that neither the Board nor the Federation nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.
6. The arbitrator shall limit his/her decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law.
7. However, he/she shall be without power and authority to make decisions or recommendations:
  - (i) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
  - (ii) Involving Board discretion of Board policy under the provisions of this Agreement, except that he/she may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.
  - (iii) Limiting or interfering in any way with the powers, duties and responsibilities of the applicable law, and rules and regulations having the force and effects of law.
8. The decision of the arbitrator shall be rendered to the Board and to the Federation and shall be binding on both parties. The Federation agrees that the final decision of the arbitrator ruling on the substance of any question shall be binding on it and the Federation shall support no further appeal beyond such decision.

## **SPECIAL PROCEDURES**

1. Any grievance based upon administrative action above the building level shall be submitted to the appropriate administrator under the Superintendent of Schools

through the building principal. The appropriate administrative officer shall conduct a hearing on such grievances within ten (10) days and shall render his/her decision in writing five (5) days after concluding the hearing.

2. The decision of any administrative officer to whom a grievance is presented, in the first paragraph of this section, may be appealed to the Superintendent in writing within fifteen (15) days of the date of the decision appealed.
3. The Superintendent shall conduct a hearing on said appeal within fifteen (15) days of receipt of such appeal and shall render his/her decision in writing within ten (10) days after concluding such hearing.
4. If a grievance is based upon a specific act by the Board and (1) the school administration has no discretion in the administration or application of the act of the Board and (2) the act is of such nature that no further action or implementation by the administration is relevant to whether there has been an actual violation of the grievant's rights in this Agreement, the grievance may be initiated at the level of the Superintendent in accordance with the procedure set forth in the second paragraph of this section.

#### **D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION UNDER GRIEVANCE PROCEDURE**

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any school representative, any member of the Federation or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a representative of the Federation or a person of his/her own choosing, except that no officer of a rival organization may serve in such capacity.
3. The Federation shall have the right to initiate a grievance if it is a grievance affecting ten or more members of the unit or if said grievance pertains to organizational rights as the exclusive bargaining unit.

#### **E. MISCELLANEOUS**

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to interfere with the right of the Board to continue the action complained of.
2. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without representation by the Federation if the adjustment is not inconsistent with the terms of this Agreement.

3. If a unit member elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or of his/her there under, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this article.
4. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. All documents, communications and records dealing with the procession of a grievance will be filed separately from the personnel files of the participants.
6. Forms for processing grievances will be jointly prepared by the Superintendent and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. The Federation agrees that it will not bring, support, or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Board agrees that will apply to all similar situations the decision of an arbitrator sustaining a grievance.
8. In the course of investigation of any grievance, representatives of the Federation will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
9. Every reasonable effort will be made by all parties to avoid interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure.
10. It will be the practice of parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Federation and the Board hold proceedings during regular working hours, the grievant and the appropriate Federation representative will be released from assigned duties without loss of salary.
11. Administrative personnel specified in the grievance procedure may designate representatives to act for them at any stage of this procedure; except that no person shall be designated as representative if such person has ruled on the same grievance at an earlier stage.
12. The time limits specified in any step of this procedure may be extended in any specific instance only by mutual agreement in writing by the Superintendent and the President of the Federation.

## **ARTICLE VI UNION RIGHTS**

### **A. DUES DEDUCTIONS**

1. The District shall deduct Federation dues on a semi-monthly basis upon receipt of a written and signed authorization from an employee authorizing such dues deductions or as required by law and shall transmit the monies so deducted to the Federation. The Federation shall have the right to change their dues once a year upon 15 days written notice prior to the effective date of such change. The District shall not be required to honor for any month's deductions any authorizations submitted to it later than the 10th of the month prior to the distribution of payroll from which the deductions are to be made. The District shall provide the Federation monthly a list of all employees for whom dues have been checked off. Any employee desiring to have the District discontinue deductions that he/she has previously authorized, must notify the District in writing by September 15 of each year for that school year's dues, unless such deductions are required by law.
2. Employees covered by this Agreement who do not voluntarily maintain membership in the Federation shall be required to pay an agency fee to the Federation for those services the Federation is required to provide. The agency fee shall be the same amount and payable at the same time and in the same manner as the dues of the Federation members. The Federation affirms that it has adopted procedures for refunds of agency fee deductions as required by law.
3. The District shall not be responsible for the collection of dues other than as provided in this Article. The Federation shall indemnify the District and hold it harmless for any claim or liability arising from its deduction from paychecks and transmittal to the Federation of dues or agency fee. This clause shall not apply if the District makes an error in the calculation, deduction, or transmittal to the Federation of said Federation dues or agency fees.

### **B. MEETINGS**

Upon reasonable notice of the unit to the principal, the Federation shall be permitted to meet within the school under circumstances which do not interfere with the normal school operation. The Federation shall be granted an auditorium or room for the purpose of holding a school wide meeting upon appropriate prior notice. Federation officials may attend such meeting.

### **C. LABOR MANAGEMENT RELATIONS MEETINGS**

The Federation shall have the right to a monthly meeting with the Superintendent or his/her designee to attend to matters of mutual concern.



**D. BULLETIN BOARDS**

The Federation shall be entitled to the use of bulletin board space as heretofore provided.

**ARTICLE VII  
DURATION**

**A. DURATION OF AGREEMENT**

This Agreement and each of its provisions shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007, except as otherwise herein provided in this Agreement. It is agreed that the negotiations will not be reopened during the term of this Agreement except as herein provided. Any District policies unaltered and unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

**B. LEGISLATIVE CLAUSE**

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.

**C. DISTRIBUTION OF THE AGREEMENT**

All unit members within the jurisdiction of this Agreement shall be given a copy of the contract through the union. Within 90 days after its ratification, it will be the duty of the Superintendent of Schools to print the Agreement for distribution purposes.

**D. SIGNATURES**

THE MOUNT VERNON CITY SCHOOL DISTRICT AND THE MOUNT VERNON FEDERATION OF TEACHERS HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW.

Rose Niles  
President, Mount Vernon Board of Education

Dated: 5/2/05

Brenda L. Smith  
Superintendent, Mount Vernon City School District

Dated: 5/2/05

Jeffrey Cipriani  
President, Mount Vernon Federation of Teachers

Dated: 5/2/05

James E. Jones  
Vice-President, Security

Dated: 5/2/05

**APPENDIX I**  
**Mount Vernon City School District**  
**Security Salary Schedule**

7/1/04	2/1/05	7/1/05	2/1/06	7/1/06	2/1/07
2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

<b>STEP</b>	<b><u>2004-2005</u></b>		<b><u>2005-2006</u></b>		<b><u>2006-2007</u></b>	
1	19,974	20,374	20,782	21,198	21,622	22,055
2	20,574	20,986	21,406	21,835	22,272	22,718
3	21,192	21,616	22,049	22,490	22,940	23,399
4	21,826	22,263	22,709	23,164	23,628	24,101
5	22,480	22,930	23,389	23,857	24,335	24,822
6	23,160	23,624	24,097	24,579	25,071	25,573
7	23,848	24,325	24,812	25,309	25,816	26,333
8	24,562	25,054	25,556	26,068	26,590	27,122
9			26,260	26,785	27,321	27,867

Hourly Rate:

—the hourly rate in this contract shall be computed by:  
 (annual base salary/teacher work days/7)

**APPENDIX II**

THE PAY DATES FOR SECURITY FOR THE YEAR 2004-2005 ARE AS FOLLOWS:

SEPTEMBER	01	FEBRUARY	02
SEPTEMBER	15	FEBRUARY	16
SEPTEMBER	29	MARCH	02
OCTOBER	13	MARCH	16
OCTOBER	27	MARCH	30
NOVEMBER	10	APRIL	13
NOVEMBER	24	APRIL	22
DECEMBER	08	MAY	11
DECEMBER	22	MAY	25
JANUARY	05	JUNE	08
JANUARY	19	JUNE	22

A NEW LIST WILL BE DISTRIBUTED EACH SEPTEMBER OF THE CURRENT SCHOOL YEAR.

### APPENDIX III

## MOUNT VERNON BOARD OF EDUCATION WORK PERFORMANCE CHECK LIST FOR SECURITY MONITOR STAFF

Employee \_\_\_\_\_ School \_\_\_\_\_  
 Evaluator \_\_\_\_\_ Date \_\_\_\_\_

SECURITY RESPONSIBILITIES

QUALITY OF PERFORMANCE

	OUT- STANDING	VERY GOOD	EFFECTIVE	NEEDS IMPROVEMENT
Calls when will be late or absent				
Follows his/her daily schedule of assignments				
Supervises his/her assigned area during passing of classes to avoid student loitering				
Checks students for proper hall passes				
Alert during passing of classes to curtail disturbances				
Alert for trespassers				
Ready to assist any staff person in need				
Carries out individual "special" assignments at end of day (bus loading, clearing building, etc.)				
Works to the best of his/her ability				
Is dependable and works well without constant direction				
Maintains rapport and mutual respect with student body				
Uses good judgement in deciding when it is necessary to leave assigned post				

### APPENDIX III (cont.)

SECURITY RESPONSIBILITIES

QUALITY OF PERFORMANCE

	OUT- STANDING	VERY GOOD	EFFECTIVE	NEEDS IMPROVEMENT
Exercises the least amount of force in dealing with confrontations				
"Professionalism" in actions at all times (keeps minor incidents from becoming major)				
Supervises his/her assigned area during passing of classes to avoid student loitering				
Cooperates with others				
"Attendance" the pattern of attendance during rating period, reflecting punctuality & absenteeism. No. Days Abs. As of				

Other comments:

I have read my evaluation: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of employee

Recommended for summer work should the employee apply \_\_\_\_\_

YES

NO

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date