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CUS/6317

AGREEMENT

between the

THREE VILLAGE CENTRAL SCHOOL DISTRICT

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

MAINTENANCE AND OPERATIONS UNIT

July 1, 2010 – June 30, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	Recognition	1
II	Negotiation Procedures	1
III	Definition of Employee	2
IV	Certification	3
V	Grievance Procedure	3
VI	Union Business	4
VII	Conference	5
VIII	Hours of Work	5
IX	Inclement Weather	8
X	Temporary Leave	8
XI	Vacancies and Transfers	13
XII	Use of School Facilities	14
XIII	Layoffs	14
XIV	Step Advancement	14
XV	Termination	14
XVI	Paid Holidays	15
XVII	Insurance	15
XVIII	Retirement	17
XIX	Miscellaneous	18
XX	Taylor Law Amendment	20
XXI	Salary and Longevity	20
XXII	Agency Fee	20
XXIII	Smoke-Free Work Place	22
XXIV	Health and Safety	22
XXV	Duration	22
SALARY SCHEDULE	2010-2011	24
	2011-2012	25

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, 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**

1. In view of the designation of the United Public Service Employees Union, the Certified Union, by the Three Village Central School District and said Union, as their bargaining representative, and in view of the request of the United Public Service Employees Union, the Certified Union, to represent the Unit, and its statement that it does not assert the right to strike, the Board in this Agreement does hereby recognize 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 bylaws of the Board.

2. The Unit covered by this Agreement is the Maintenance Unit composed of all custodial workers, groundskeepers and members of the maintenance staff formerly included in the Three Village School Employees Association.

ARTICLE II **Negotiation Procedures**

It is agreed by all experienced negotiators in both private and public fields that negotiations proceed most smoothly when there is an understanding at the beginning on the ground rules or procedures to be followed. Initially, these ground rules should be agreed upon before negotiations proceed.

1. Any negotiations in subsequent years shall be initiated by the parties submitting their proposals to each other on mutually agreeable dates no later than March 1st of the applicable year. Either party may request, in writing, an extension of time to a date which must be mutually agreeable to both parties. All issues proposed for discussion shall be submitted in writing by to the Board or its delegated representative at or before the first meeting. The Board or its delegated representative shall submit in writing all additional issues upon which it wishes to negotiate no later than the second meeting.

2. In any session negotiation committees shall consist of not more than seven (7) members, except that any Union committee representing a bargaining unit of less than thirty (30) employes shall be limited to three (3) members. The names of those members so designated as negotiators shall be exchanged at the second meeting.

3. Normally, negotiating sessions shall be held after working hours. In the event that they are held during working hours, the Superintendent or his/or designee will excuse all members of the negotiating team to attend the session.

4. All negotiation sessions will be executive sessions. During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association unit, the proceedings of the negotiations shall not be made public unless both parties consent. No electronic recording devices of any type shall be used to record the deliberations of the negotiations. Nothing contained herein shall prevent communications between the Union and its negotiating committee and the membership.

5. Each team shall have the right of caucus at any time during a negotiating session. However, caucus time will be counted as part of the total length of each negotiation session.

6. When temporary impasse is reached on individual items, the parties agree that it shall be appropriate to move the calendar to other items on which negotiations may be possible.

7. Any item on the calendar may be tabled at any time by joint agreement between the two parties.

8. Each team's professional negotiator shall preside throughout deliberations. Any and all questions, and business pertaining to negotiations throughout each session shall be directed to and through each team's professional negotiator.

9. When an item has been discussed and agreed to by both parties it shall be initialed by both negotiators and set aside.

10. No item shall be agreed to as finalized, unless all items are agreeable to both parties. Revisions may be made on items already initialed.

11. An impasse may be deemed to exist if agreement is not reached one hundred twenty (120) days prior to the end of the fiscal year. In the event of an impasse, the procedures of the PEFEA (Taylor Law) shall be followed. Nothing contained herein shall prevent communication between the union negotiating committee and the membership.

ARTICLE III

Definition of Employee

1. The term "permanent employee" shall mean a person who has been employed by the school District continuously on a full-time basis, in a permanent position, for a period of twenty-six (26) weeks or more.

2. The term "probationary employee" shall mean a person serving continuously in a full-time permanent position for less than twenty-six (26) weeks.

3. The term "permanent part-time employee" shall mean a person who works less time than a regular full-time employee, but on a permanent continuous schedule.

ARTICLE IV **Certification**

All permanent employees must be certified in accordance with Civil Service requirements and in their proper category within one (1) year of their date of hire. If this condition is not met, the employee's salary shall revert to that category in which he/she is certified. Any new employee not certified by Civil Service at the time of employment shall be placed on a per diem basis until he/she is certified.

ARTICLE V **Grievance Procedure**

Each employee shall be entitled to a UPSEU representative at each step of the grievance procedure.

1. Any disputes arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder, shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

(a) A grievance shall be presented by the employee to the Superintendent of Buildings and Grounds, in writing, within ten (10) days after the grievance arises. Within three (3) working days after receipt of the written grievance, the Superintendent of Buildings and Grounds shall confer with the aggrieved and their representative, if the employee so desires.

(b) In the event such grievance is not resolved, in writing, within five (5) working days following such presentation, it shall be presented, in writing, within five (5) working days after receipt of the reply, to the Superintendent or his/her designee Services by the employee.

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

settlement. Within three (3) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and his/her representative, if he/she 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, the grievant shall notify the Superintendent, in writing, within ten (10) working days after receipt of

the Superintendent's decision of the grievant's intention to proceed, or not to proceed, to advisory arbitration. The arbitrator shall be selected through the Public Employment Relations Board (PERB).

2. The advisory decision of the arbitrator shall be presented in writing to the Board of Education within thirty (30) working days of the hearing. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power or authority to make any decisions 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. The decision of the arbitrator shall be advisory only and shall not be binding on either party.

3. Within ten (10) working days after receipt of the advisory decision from the arbitrator, the Board of Education shall render a decision which shall be final and binding on all parties.

4. The cost of advisory arbitration shall be shared equally by the parties.

(e) A reasonable amount of time will be granted to handle any emergency grievances that may arise during working hours. It is understood that such activity shall be handled as quickly as possible.

ARTICLE VI **Union Business**

1. No Union business meeting shall be conducted during working hours, except as granted by the Assistant Superintendent for Business Services.

2. A UPSEU representative may enter the premises for Union business upon prior notice to the Superintendent or his/her designee. Entry will ordinarily be after working hours when school is not in session unless prior notice is given to the Superintendent or his/her designee.

3. At the employee's request, the District shall deduct from their pay, dues as designated by UPSEU for membership in that Union on the basis of individually signed, voluntary deduction authorization cards, in a form agreed to by the District and the Union.

4. The District agrees to deduct from the unit members' salaries dues for the Union as the unit members individually and voluntarily authorize the same in writing, and to transmit the monies therefore to the Union as soon as practicable. Upon fulfillment of that obligation, the District shall be held harmless by the Union and the unit members individually with respect to such remittances. The Union shall advise the District of the annual dues by August 1st of

each year. Except in circumstances where such notice is not possible, representatives of the Union shall provide twenty-four (24) hours advance notice to the Superintendent or his/her designee, providing the date, approximate time, specific location, and the unit which will be visited. In circumstances where notice cannot be given twenty four (24) hours in advance,

representatives of the Union shall provide notice of a visit, to the Superintendent or his/her designee, a reasonable time prior to such visit. Such notice shall provide the date, approximate time, specific location, and the unit which will be visited.

ARTICLE VII **Conference**

One officer representing the unit covered by this agreement shall be entitled to take up to three (3) days per year, without loss of pay, for the purpose of attending UPSEU conferences. These three (3) days may be distributed in any combination of full days, among some or all of the officers, but in no event will exceed a grand total of three (3) days per year for the entire unit. The Union must notify the Superintendent or his/her designee of the individual or individuals who will be attending the UPSEU conference.

ARTICLE VIII **Days And Hours Of Work**

1. The normal workweek for personnel shall be forty (40) hours. The normal workday shall be eight (8) hours plus the half hour lunch period. The normal workweek for night personnel shall be thirty-seven and one-half (37½) hours. The normal workday shall be seven and one half (7½) hours plus the half hour for lunch period.

2. Notwithstanding any policy or practice to the contrary, all employees assigned to shifts other than the day shift who intend to be absent due to illness shall be required to call in no later than 1:00 P.M. Employees assigned to the day shift who intend to be absent due to illness shall make every effort to call in no later than one (1) hour before the start of the employee's shift.

3. **Overtime**

Overtime work, excluding such work by Head Custodians, Chief Custodians and other supervisors, will be distributed on a seniority rotating basis, to the extent practicable, ordinarily among qualified employees regularly working on the shift and job-

involved.

4. Employees shall be paid overtime at the rate of time and one half the regular straight time pay for work in excess of eight (8) hours per day.

5. Night personnel shall be paid overtime at the rate of time and one half the regular straight time pay for work in excess of seven and one half (7½) hours per day.

6. Emergency call-out shall be for a minimum of four (4) hours pay at a rate of time and one half (1½) the regular straight time pay, or double the regular straight time pay on Sundays and paid holidays, as specified in Article XVI.

7. Employees required to work a work shift other than their regularly assigned shift shall be paid for two (2) hours of the shift to which they are assigned at the rate of time and one half (1½) their regular straight time pay. To be eligible for this payment, the employee must work the entire eight (8) hour work shift, or seven and one half (7½) hour work shift, whichever is applicable.

8. Time and one-half (1½) the regular straight time pay shall be paid for all work on Saturday, and double the regular straight time pay for all work on Sundays, and on the paid holidays specified in Article XVI. Work performed on Saturday by employees assigned to a Tuesday through Saturday work week shall be paid at straight time rates.

9. Third Shift

The normal hours of work for the third shift shall be thirty-five (35) hours per week, seven (7) hours per day plus the half hour mealtime. The third shift workweek shall include Saturday and Sunday as regular work days and the men assigned to the third shift will alternate weekend work according to the schedule set by the Superintendent of Buildings and Grounds.

10. Third shift workers will be paid overtime at the rate of time and one half (1½) the regular straight time pay for work in excess of seven (7) hours per day. An additional Five Hundred Dollars (\$500.00) per year will be paid as a shift differential to third shift workers.

11. Saturday and Sunday are considered regular work days for the third shift and are not subject to the weekend overtime pay provisions contained in this contract. Furthermore, Saturday is considered a regular work day for employees assigned to a Tuesday through Saturday work week and, therefore, such employees are not subject to weekend overtime pay provisions applicable to Saturdays.

12. Third shift workers shall be paid overtime at the rate of time and one half (1½) the straight time pay for work on their sixth day of work in a seven (7) day period and will be

paid at the rate of double time for their seventh day of work in a seven (7) day period.

13. Employees will be assigned to the third shift in reverse order of seniority, starting with the least senior employee. Volunteers may be used out of seniority order.

14. Third shift workers will be called first for use as substitutes for other third shift workers who are absent.

15. The District shall be entitled to assign up to a maximum of six (6) custodial employees, two (2) groundspersons and one (1) pool person to a regular work week consisting of Tuesday through Saturday.

16. Summer Hours

All employees will receive summer hours as follows:

- i. Summer hours will begin on July 1 and run through August 31.
- ii. Each employee's normal workday is reduced by one-half ($\frac{1}{2}$) hour.
- iii. The summer workweek shall be thirty-seven and one-half ($37\frac{1}{2}$) hours,

arrived at as follows:

- (a) Elimination of afternoon Coffee break + 15 minutes/day
- (b) Extension of the workday in the afternoon + 15 minutes/day + 30 minutes/day

iv. This arrangement shall apply uniformly to all members of the unit and is to be considered as a trial arrangement. If, in the opinion of the District, the trial is unsuccessful, the District may, at its option in future years, extend the workday in the afternoon by one half hour and reinstate the afternoon coffee break, in order to arrive at the thirty-seven and one half ($37\frac{1}{2}$) hour workday.

coffee
summer

v. (a) The normal summer clock hours for all unit personnel will be 7:30 a.m. until 3:30 p.m., with one half ($\frac{1}{2}$) hour for lunch, one 15-minute coffee break and one 15-minute afternoon coffee break.

morning

(b) The 'trial' summer clock hours for all unit personnel will be 7:30 a.m. until 3:15 p.m., with no afternoon coffee break. See paragraph 4 above for District option.

vi. Lunch periods are to be taken at the normal time and not at the end or beginning of the working day.

17. If the employee is required to work the 'reduced half hour' during the summer months (July and August), such employee shall be allowed to take compensatory time off for each half hour worked at straight time during the school year. The time off shall be taken between September 1st and June 30th of the fiscal year in which the time was worked. The

individual employee and his/her administrator shall decide upon a mutually acceptable date(s).

18. If the employee is required to work beyond the normal workday, the employee shall be paid at time and one half (1½) the employee's normal hourly rate.

19. The District may adjust the work day for maximum of one (1) employee per building working summer hours pursuant to the aforementioned provisions, by up to two (2) hours with regard to the starting or ending times of the employee's shift, in order to provide coverage for programs which extend beyond the hours of the employee's summer work day. The District will request volunteers from building staff. In the event that no unit member volunteers, the District may adjust such an employee's schedule pursuant to this provision, provided such assignment is given to the least senior available custodian in the building.

ARTICLE IX **Inclement Weather**

When schools are closed because of inclement weather, all unit personnel shall be expected to report to work. On days when schools are closed prior to unit members reporting to work, and such employees report thereafter as per this provision, employees will receive \$25.00 in addition to their regular compensation for each such day.

ARTICLE X **Temporary Leave**

1. **Sick Leave**

Those designated as permanent ten (10) month employees shall be entitled to twelve (12) days sick leave per year, cumulative to one hundred fifty (150) days.

Those designated as permanent twelve (12) month employees shall be entitled to fifteen (15) days sick leave per year, cumulative to one hundred eighty (180) days. The aforementioned permissible maximum accumulation shall be increased to two hundred (200) days for use only, and not for payment upon retirement. The maximum permissible accumulation for the purposes of payment upon retirement shall remain at one hundred eighty (180) days.

Payment for unused sick leave upon retirement: See Article XVIII.

Central Administration, in its discretion may require employees who request the use of sick leave on inclement weather days to provide a physician's written certification of illness. Employees who refuse to provide such certification will not be permitted to use sick or other leave for such absences, and will not be paid.

2. Justifying Absences

A. The Superintendent or his/her designee may, after three (3) consecutive days' absence, except in case of an emergency, require a physician's statement describing the nature of the illness and the approximate absence advised for such illness. The Superintendent or his/her designee may require a physician's statement if a sick leave is taken prior to or following a vacation day or holiday. When an employee has a demonstrated pattern of unacceptable attendance, defined as repeated Monday/Friday (Tuesday/Saturday for employees assigned to a Tuesday/Saturday work) and/or following vacation days, and/or repeated single day absences (whether continuous or not), the district shall first meet with and discuss the attendance issue with the employee and his/her union representative. This meeting shall take place prior to implementing the requirement for a physician's statement for the absences which are the subject of the discussion, and/or prior to implementing such physician's statement requirement as a condition to an employee's further absences during the school year. Any requirement that an employee submit a physician's statement pursuant to this paragraph, as a contingency to further absences, shall terminate after six (6) months, provided the employee's attendance, related to patterned absenteeism, improves through to the satisfaction of the Superintendent or his/her designee. Nothing contained herein or in the above-referenced provisions shall prevent the District from taking disciplinary action against any employee for sick leave abuse, or other reason, pursuant to law. The decision of the Superintendent or his/her designee to require a physician's statement as delineated herein, shall not be grievable and/or reviewable pursuant to the grievance procedure, or any other proceeding, or forum in any jurisdiction. Disciplinary action imposed for violating the physician's statement requirements herein are subject to the grievance procedure.

B. The Superintendent or his/her designee also may require a physician's statement justifying the employee's absence in the following instance:

When an employee has used one half his/her annual accumulation of sick days (8) in a work year.

For the purpose of determining when the employee has used one half (8) of his/her annual accumulation of sick leave, absences due to illnesses which are justified by a physician's statement will not be counted. Other absences may not be counted if they are justified in a satisfactory manner to the Assistant Superintendent for Business Services.

Such justified absences are not counted in determining when an employee has used one half (8) his/her annual accumulation of sick leave solely for the purposes of invoking the provisions of section B of this clause. All absences are, of course, charged to the employee's sick leave.

The provisions of section B of this clause do not apply to those employees who carry over into a new work year on July 1, one half (1/2) their total possible

accumulation of earned sick days. Absences which have been justified by a physician's statement will be exempt from the calculation determining when an employee has one half (1/2) his/her total accumulation for carryover.

Effective July 1, 2007, unit members who have taken no sick leave days and have no absences, other than authorized leave days which are not sick days, for an entire work year, shall receive at the end of that work year an attendance incentive in the total sum of Five Hundred (\$500.00) Dollars. Unit members who have taken only one (1) sick leave day and have no absences other than authorized leave days which are not sick days, for an entire work year, shall receive an attendance incentive in the total sum of Three Hundred (\$300.00) Dollars at the end of that work year. This provision may be reviewed at the end of the contract by the Superintendent of Schools and may be discontinued by the Superintendent in his/her sole non-grievable discretion. The Superintendent's decision to terminate this provision and the incentive contained herein, shall be final and not appealable or reviewable by any hearing officer, arbitrator or through any proceeding, in any forum, or jurisdiction.

3. Family and Medical Leave

The District will follow the requirements of the Family and Medical Leave Act for statutorily eligible employees to the extent that such requirements are not inconsistent with this Collective Bargaining Agreement.

4. Catastrophic Leave

If all earned sick leave, vacation and personal days have been used up, catastrophic leave shall be granted to employees who have completed three (3) years of service in the District. Such catastrophic leave shall only be granted to employees who cannot perform any duties within the unit and shall not be granted for more than ninety (90) days and shall not be unreasonably withheld.

The District shall require a doctor's certificate before granting or continuing catastrophic leave.

The District will provide short term disability insurance coverage paying qualifying employees a maximum benefit of 50% of gross weekly wages up to a maximum of \$360.00 gross per employee per week, after a ninety (90) day waiting period, and commencing from the ninety first (91st) day continuing to the one hundred eightieth (180th) day, provided the cost of premiums for such coverage for the entire unit per year does not exceed \$5500.00 per year. The District will have no obligation to pay premiums in excess of the aforementioned amount. In the event the annual premium exceeds \$5500.00, the bargaining unit shall pay any excess amounts. If the bargaining unit fails to pay any such excess amounts upon demand, then the District may unilaterally cancel the policy/coverage without further notice to the unit or its bargaining representative.

5. Personal Days

Those designated as permanent ten (10) month employees shall be entitled to a maximum of four (4) days' leave per year for the purpose of conducting personal business of a legal, financial, or personal nature which cannot be conducted at times other than during the workdays, or the work year or days which the employee is prohibited from working by the tenets of his/her practiced religion.

Those designated as permanent twelve (12) month employees shall be entitled to a maximum of five (5) days' leave per year for the purpose of conducting personal business of a legal or financial nature which cannot be conducted at times other than during the workdays, or the work year or days which the employee is prohibited from working by the tenets of his/her practiced religion.

Paid absences for reasons other than those stated above must be approved by the Assistant Superintendent for Business Services.

Personal days not used are to be applied to the employee's cumulative sick leave.

6. Child Care and Maternity Leave

This leave will be granted to employees in accordance with current policy of the Board of Education.

Upon request to and an approval by the Office of the Chief School Administrator and the Board of Education, any employee shall be entitled to a leave of absence without pay for a period of up to two (2) years for child care.

Employees who are pregnant and attempt to take a child care leave immediately following a period of disability shall provide 60 days' notice of such leave.

Upon return from such leave, as in the case of any other extended leave, the employee shall be reinstated to her former position if the position is open, and if so entitled by virtue of her seniority, or if not so entitled, to such other position that may be available in accordance with seniority and qualifications. During maternity leave, length of service shall accumulate only for purposes of seniority in respect to vacancies, transfers and layoffs, but otherwise there shall be no accrual of any benefits.

7. Jury Duty

All permanent employees serving on jury duty shall be paid the difference between their regular pay and their jury duty fees for the time necessary to serve on jury duty, provided the employee applies in writing to be placed on the "on call system". Mileage reimbursement and meal allowances shall be retained by the employee. Ten (10) and Ten and One-Half (10½) month employees shall request from the appropriate court system in writing that their jury service be scheduled during the months of July or August.

8. Bereavement Leave

A permanent employee may be granted up to five (5) days' leave in the case of a death in the immediate family. (Parent, grandparents, grandchildren, sibling, child, spouse, relative with whom the employee was living, mother-in-law, father-in-law, brother-in-law and sister-in-law). In the case of the death of other family members (aunt, uncle, cousin, and in-law), the employee may be absent for the day of the funeral.

In circumstances where it would require more than one day to attend the funeral of other family members as defined above, the Assistant Superintendent for Business Services may grant additional time as he/she determines necessary.

Each employee shall be permitted one (1) day during their term of employment with the District in this unit, for the purposes of attending the funeral of any person living with the employee at the time of such person's death, but only if the employee presents proof in documentary form to the satisfaction of the Assistant Superintendent for Business, and the Director of Personnel, that the decedent resided with the employee at the time of death. The determination as to whether the aforementioned proof is satisfactory shall be within the sole non-grievable discretion of the Assistant Superintendent for Business and the Director of Personnel. If the employee's application for such leave is denied, the employee's sole remedy shall be to meet with the superintendent or his/her designee, with union representation, to discuss the denial. The decision of the Superintendent shall be final and non-grievable.

9. Vacations

Permanent employees who have worked for six (6) months but less than one (1) year, shall be entitled to vacation prorated on the basis of five (5) working days.

Earned vacation for permanent employees is according to the following schedule:

Year One	5 Days
Year Two Through Four	10 Days Each Year
Year Five Through Nine	15 Days Each Year
Year Ten Plus	20 Days Each Year
Year Fifteen	25 Days Each Year

Ten (10) month employees shall receive 5/6ths of the above.

All employees shall be entitled to carry over a maximum of twenty (20) days vacation. As of August 1, the employee may have no more than twenty (20) days vacation to his/her credit.

In case of death of an employecc, his/her beneficiary is to receive payment in compensation for any unused vacation time.

No more than fifty (50%) percent of employees assigned to a particular shift, and not more than fifty (50%) percent of employees assigned to a department in the District, may be permitted to take vacation during the same time period, without obtaining approval in advance from the employee's supervisor. Furthermore, employees shall provide to the extent reasonably possible, a minimum of two (2) weeks advance written notice of vacation requests, to their head/chief custodian and building principal. Requests for vacations must be approved in advance by the head/chief custodian and the building principal.

ARTICLE XI **Vacancies and Transfers**

1. When a vacancy in the school District occurs, the Superintendent or his/her designee shall post a notice of such vacancy in all schools, and invite present employees to submit application for such positions five (5) working days prior to notification to the public that such a position is available.

2. Appointments to such positions shall be made on the basis of qualifications for the position, as determined by the Superintendent or his/her designee. In the event that qualifications are judged to be equal, seniority in the school District shall prevail.

3. If an interested person presently employed in the school District is judged by the Superintendent or his/her designee to be equally qualified among other applicants, he/she shall be given preference over any interested person not presently employed in the District.

4. When an employee is promoted to a higher classification position, he/she shall be placed on the step of the new classification which represents a salary increase which is immediately higher than his/her present salary plus one additional step. The District shall have the discretion to place the promoted employee at a step higher on the salary schedule than the "plus one additional step" described above. Employees promoted to a higher classification position shall serve a six (6) month probationary period.

5. In the event an employee substitutes for an employee working in a higher paying classification for a period of fifteen (15) working days (excluding vacation period), the supervisor shall recommend to the Superintendent if that employee is entitled to the pay of the higher classification at his/her step ranging from 100% of pay to 25% of pay in 25% increments. Pay shall be retroactive to the first day in the higher classification after the fifteen (15) day period is up.

6. Employees shall be given one (1) week's notice of transfer where the transfer is to be a permanent change in assignment. Emergency and temporary transfers are not covered by this notice requirement.

7. The District reserves the right to place new employees at a salary step above the

first step, but in no event higher than at Step 3 if prior work experience is comparable to the position in the District.

8. The Union shall be notified of the District's intention to implement this provision and the reasons therefor.

ARTICLE XII **Use of School Facilities**

The Union may be allowed to use school building facilities for Union functions after school and work, with the permission of the Superintendent or his/her designee, when requested sufficiently in advance, and provided there is no conflict with other functions, and by following established procedure, i.e., filing a "Use of Building Application."

ARTICLE XIII **Layoffs**

1. In the event that layoffs become necessary, or if particular jobs are eliminated, the reduction of the force will be on the basis of length of full time service with the District, providing the senior employee is qualified to do the work.

2. Prior to instituting layoffs of unit members, administration will permit the unit president or his/her designee to consult with administration to offer his/her opinions and/or suggestions. Administration will only be required to permit such consultation. The Board and administration retain the sole right to make determinations regarding layoffs of unit members. Any such consultation, suggestions or opinions shall not be binding upon the Board or administration. Neither the Board or administration will be required or compelled to accept or agree with any such consultation, opinions or suggestions.

ARTICLE XIV **Step Advancement**

1. Permanent employees hired prior to January 1 in a given year may advance to the next step on the salary schedule as of the following July 1.

2. Permanent employees hired after January 1 in a given year shall remain on the same salary step for the following year.

3. This policy became effective as of July 1, 1970.

ARTICLE XV **Termination**

Upon termination of employment, an employee shall receive reimbursement for accumulated vacation days at his/her current rate of salary. In order to receive payment for accumulated vacation in the pay period following the date of termination, an employee must give written notice of termination ten (10) working days prior to the date of said termination.

ARTICLE XVI **Paid Holidays**

The following paid holidays shall be allowed to all permanent employees:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

If a holiday falls on a day during which an employee does not normally work, he/she shall be paid for the day. If the holiday falls on a Saturday or Sunday, a preceding or succeeding working day will be given in lieu of that holiday.

ARTICLE XVII **Insurance**

I. Hospitalization

Effective January 1, 1992, the District shall be entitled to discontinue participation in the Empire/HMO State Group Health Insurance Policy and to participate as a member of the Suffolk School Employees' Health Insurance Plan pursuant to its rules and regulations.

Effective January 1, 1999, members of the unit who withdraw from the District's health insurance plan shall receive 50% of the cost of premium for family coverage if they were covered by the family plan, and 50% of the cost of premium for individual coverage if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. In order for this increased benefit to be paid at least five (5%) percent of the members of the bargaining unit must opt out of participation in the District's health insurance plan effective January 1, 1999 and thereafter. In the event that five (5%) percent of bargaining unit members do not opt out, then the payments will be Eight Hundred Fifty (\$850.00) Dollars for individual coverage and One Thousand Five Hundred (\$1,500.00) Dollars for family coverage. Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that

in such case no payments shall be made.

Members hired on or after the signing of this Agreement, shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is identical to or better than the health insurance plan being provided by the District for other members of the bargaining unit. Such members shall receive the same compensation as received by members who withdraw from the plan pursuant to this provision.

Effective July 1, 2007, employees will be required to contribute seven and one-half (7 1/2%) percent of the cost of premiums for individual and/or family health insurance coverage.

Effective July 1, 2008, employees shall be required to contribute ten (10%) percent of the cost of premiums of individual and/or family health insurance coverage; and

Effective July 1, 2009, employees shall be required to contribute eleven (11%) percent of the cost of premiums of individual and/or family health insurance coverage.

Unit members retiring prior to the full execution, ratification, and approval of the Memorandum of Agreement settling the negotiations for this new contract, shall contribute five (5%) percent of the cost of premiums for individual and/or family health insurance coverage. Employees retiring thereafter, shall make the same contribution toward the payment of premiums for individual and/or family health insurance coverage made by active employees (i.e., 7.5%, 10.0%, 11.0%, or other applicable rate of contribution). To be eligible for this benefit, an employee must be employed for at least ten (10) consecutive years immediately preceding retirement. Employees with fifteen (15) years or more of service shall be exempt from this requirement.

2. Dental Insurance and Life Insurance

i. Permanent employees who have been employed twenty-six (26) weeks shall be covered by a dental insurance policy.

ii. Said policy is to be selected and administered by UPSEU. The unit may distribute the funds available for the insurance plan proportionately between dental and life insurance at their option.

iii. The per capita figure for the Board's contribution to the maintenance unit employees' dental and life insurance plan shall be as follows: Effective July 1, 2004, One Thousand Fifty (\$1,050.00) Dollars; Effective January 1, 2008, One Thousand Eighty-Six (\$1,086.00) Dollars; Effective January 1, 2009, One Thousand One

Hundred Twenty-Two (\$1,122.00) Dollars; Effective January 1, 2010, One Thousand One Hundred Fifty-Eight (\$1,158.00) Dollars. The total money available for use in the dental and life insurance plan will be determined by multiplying the per capita figure per year by the number of currently filled permanent positions in the unit as designated

by the Superintendent's office as of the second payroll period in October in each year of the contract. The maximum surplus funds which may be kept on reserve for the payment of premiums for such coverages shall be \$25,000.00 for the entire unit per year. Any amounts exceeding the aforementioned maximum reserve may be taken in the District's discretion and deposited in the District's general fund for use for any lawful district purpose.

iv. For employees hired after the second payroll period in October of each year of the contract, the Board's contribution to the aforementioned insurance coverage shall be pro-rated on a per month basis or major portion thereof.

v.. Any sum required for the dental and life insurance plan above said Board contributions, shall be provided by the United Public Service Employees Union Maintenance and Operations Unit.

3. Long Term Disability

Effective upon the ratification of the agreement and thereafter, the district shall provide a long term disability plan provided that the cost of the plan to the District shall not exceed the sum of Twenty Five Thousand (\$25,000) Dollars.

4. Flexible Benefits Plan

Employees shall be permitted to participate in the District's Flexible Benefits plan promulgated pursuant to Section 125 of the Regulations of the Internal Revenue Service.

5. Workmen's Compensation

The District's present practice with regard to Workmen's Compensation is made part of this agreement, to wit:

When an employee is entitled to Workmen's Compensation he/she shall receive full pay for the period of his/her accumulated sick leave. Any weekly reimbursement compensation monies shall be turned over to the District. When the claim is settled by the Workmen's Compensation Board and the District subsequently receives the amount of reimbursement for time paid an employee on sick leave, the District will then credit the employee's sick leave account with the number of days determined by the following formula:

$$\frac{\text{Amount of reimbursement received by District}}{\text{divided by the employee's per diem salary}} = \text{Number of days credited to sick leave}$$

Any lump sum payment received under a Workmen's Compensation claim shall be retained by the employee.

ARTICLE XVIII
Retirement

Permanent employees shall be covered under the New York State Improved Non-Contributory Retirement Plan (Section 75i).

Payment for Unused Sick Leave Upon Retirement

Employees who have worked in the District for a minimum of ten (10) years and have accumulated at least 50 unused sick days shall be paid for their unused days upon retirement from the District at the rate of Seventy (\$70.00) Dollars per day.

ARTICLE XIX
Miscellaneous

1. Uniforms

The school District, at its option, shall supply and launder five (5) sets of uniforms for the year, or the District may supply three (3) sets of new uniforms for the year and have the employees launder and maintain the uniforms. In the latter instance, (a) the uniforms remain the property of the District, and (b) one new replacement uniform will be supplied each year after the first year.

One set of coveralls shall be supplied to the general maintenance crew, the plumber and the mechanic.

Employees shall not be permitted (except for travel to and from work) to wear district uniforms while off duty.

Effective July 1, 2002, all full time custodians shall receive one winter coat selected and purchased by the District. Thereafter, coats may be replaced in the sole non-grievable discretion of the Director of Facilities based upon the wear and tear of the aforementioned coats. Employees shall be required to wear such coats to work and while on duty outdoors, during the winter months.

2. Tuition Reimbursement

After an employee obtains prior approval from the Assistant Superintendent for Business Services and a satisfactory grade, the tuition for job related education shall be reimbursed by the school District. The withholding of such approval shall not be a grievable item under this contract.

3. Mileage Reimbursement

Mileage will be reimbursed at the current rate approved by the Internal Revenue Service. This reimbursement will be for all approved and properly submitted mileage claims.

4. Examination of Records

Upon forty-eight (48) hours prior written notice to the Assistant Superintendent for Business any employee will be permitted to review his/her own personnel file, excluding references and information obtained in the process of evaluating the employee for initial employment.

5. Voting Time

In accordance with New York State Law.

6. Coffee Breaks

Each employee covered under this agreement shall receive two (2) coffee breaks per day, one in the morning and one in the afternoon, each of fifteen (15) minutes' duration. The coffee breaks will normally be taken at the medium of the morning work period and the medium of the afternoon work period. Nightshift workers are entitled to the same benefit on their shift.

During the period of trial for the thirty-seven and one half (37½) hour summer workweek, the afternoon coffee break will be eliminated.

7. Copy of Contract

All Maintenance Unit employees shall be given a copy of the contract. Such copies shall be provided by the Board at no expense to the employee.

8. Seniority List

A seniority list with dates of hire of employees shall be provided to the Shop Steward President each year on or before September 30th. The Shop Steward shall also be provided each month a list of Board action on the hire, transfer and termination of Unit employees.

9. Participation at Board Meetings

During designated public participation portions of regular Board of Education meetings, the unit president and union president shall be permitted to address the Board subject to the same restrictions and limitations imposed upon other public participants, except for the requirement of residency.

10. Use of District Vehicles

Only employees holding the following job titles may take District assigned vehicles home after work: head grounds person, head maintenance person, senior grounds person, and plumber.

ARTICLE XX
TAYLOR LAW AMENDMENT

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

ARTICLE XXI
Salary and Longevity

A. **Salary**

(1) Effective July 1, 2010, the 2009/10 salary schedules shall be increased by adding 2.0% to each step of same in order to develop the 2010/11 salary schedules.

(2) Effective July 1, 2011, the 2010/11 salary schedules shall be increased by adding 1.5% to each step of same in order to develop the 2011/12 salary schedules. There shall be no increment/step movement or payment for the entire year (2011/12); Thereafter, increment/step movement to continue pursuant to contract, applicable practice, policy and the law.

Except as otherwise set forth herein, the aforementioned raises shall be plus increment.

B. **Longevity**

The longevity increments shall be \$1000 after 10 years of service, \$1157 after 15 years of service and \$1082 after 20 years of service.

ARTICLE XXII
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 of rate for the agency fee deduction.

6. Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate 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 the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.

11. The Union affirms that it will establish and will maintain a procedure that provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee.

ARTICLE XXIII
Smoke-Free Work Place

Notwithstanding current policy or practice to the contrary, there shall be no smoking permitted on any school grounds or property of the School District.

ARTICLE XXIV
Health and Safety

The parties agree to establish a health and safety committee that shall meet quarterly to address health and safety issues of District employees.

ARTICLE XXV
Duration

This agreement and each of its provisions shall be binding and effective as of the first day of July, 2010 and continue in full force and effect until the last day of June, 2012.

IN WITNESS WHEREOF the following have set unto their signatures and seal
this 2nd day of SEPTEMBER, 2013.

UNITED PUBLIC SERVICE EMPLOYEES UNION
MAINTENANCE & OPERATIONS UNIT



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



Michael Bartell, Unit President
Three Village Maintenance & Operations Unit

THREE VILLAGE CENTRAL
SCHOOL DISTRICT



Dr. Jeffrey Kerman
President, Board of Education



Cheryl Pedisich
Superintendent of Schools

MAINTENANCE AND OPERATIONS										Longevity:	after (10 years)	an additional \$1,000	
Contract Term: July 1, 2010 through June 30, 2012										10/11	2.00%	after (15 years)	an additional \$1,157
										11/12	1.5%	after (20 years)	an additional \$1,082
2010-2011 Salary Schedule										2% increase			
										Maint. Mech 4	Comp Op 2,		
	Custodial	Elem. Sr.	Custodial	JHS Sr.	Elem. Head	HS Head	JHS Chief	HS Chief	*General	Maint. 1	Computer		
	Worker	Custodian	Worker 2	Custodian	Custodian	Custodian	Custodian	Custodian	Maintenance		Techs,		
	1	2	3	4	5	6	7	8	9	10	Maint. 2		
1	\$43,591.00	\$44,691.00	\$36,644.00	\$45,872.00	\$50,489.00	\$52,050.00	\$55,035.00	\$56,946.00	\$44,739.00	\$45,885.00	\$50,890.00		
2	\$44,828.00	\$45,929.00	\$37,889.00	\$47,115.00	\$51,893.00	\$53,599.00	\$56,588.00	\$58,504.00	\$45,984.00	\$47,293.00	\$52,441.00		
3	\$46,069.00	\$47,158.00	\$39,133.00	\$48,354.00	\$53,287.00	\$55,152.00	\$58,147.00	\$60,060.00	\$47,293.00	\$48,709.00	\$53,996.00		
4	\$47,311.00	\$48,391.00	\$40,372.00	\$49,598.00	\$54,688.00	\$56,707.00	\$59,692.00	\$61,612.00	\$48,479.00	\$50,113.00	\$55,552.00		
5	\$48,546.00	\$49,627.00	\$41,618.00	\$50,845.00	\$56,090.00	\$58,263.00	\$61,248.00	\$63,160.00	\$49,722.00	\$51,520.00	\$57,107.00		
6	\$49,788.00	\$50,861.00	\$42,860.00	\$52,086.00	\$57,488.00	\$59,814.00	\$62,807.00	\$64,720.00	\$50,965.00	\$52,931.00	\$58,658.00		
7	\$51,030.00	\$52,092.00	\$44,103.00	\$53,329.00	\$58,885.00	\$61,368.00	\$64,361.00	\$66,272.00	\$52,212.00	\$54,336.00	\$60,215.00		
8	\$52,268.00	\$53,326.00	\$45,346.00	\$54,567.00	\$60,286.00	\$62,921.00	\$65,909.00	\$67,828.00	\$53,458.00	\$55,750.00	\$61,767.00		
9	\$53,509.00	\$54,561.00	\$46,586.00	\$55,812.00	\$61,686.00	\$64,474.00	\$67,467.00	\$69,380.00	\$54,703.00	\$57,155.00	\$63,325.00		
10	\$54,752.00	\$55,794.00	\$47,833.00	\$57,057.00	\$63,087.00	\$66,032.00	\$69,020.00	\$70,934.00	\$55,944.00	\$58,568.00	\$64,874.00		
11	\$55,992.00	\$57,027.00	\$49,074.00	\$58,301.00	\$64,485.00	\$67,586.00	\$70,578.00	\$72,490.00	\$57,194.00	\$59,974.00	\$66,429.00		
12	\$57,856.00	\$58,878.00	\$50,939.00	\$60,165.00	\$66,509.00	\$69,763.00	\$72,750.00	\$74,687.00	\$59,061.00	\$62,008.00	\$68,608.00		
*Food Service Driver and Mail Delivery													
Personnel designated as Grounds Crew Supervisor shall receive an additional, non-cumulative annual stipend of \$1,000.													

