

AGREEMENT



**MOUNT VERNON
CITY SCHOOL DISTRICT
AND
MOUNT VERNON
FEDERATION OF TEACHERS**

SECURITY UNIT

JULY 1, 2019
TO
JUNE 30, 2022

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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. Unit members 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 according to the following:

2016-17	2.0% (effective 9/1/16)
2017-18	2.0% (effective 9/1/17)
2018-19	2.0% (effective 9/1/18)

These percentage increases apply only to the salary schedules set forth in Appendix I. All other schedules and rates will remain unchanged.

A. 2019-20:

1.25% added to base salary effective July 1, 2019. Applicable to those who worked any time during the school year (prorated for less than a full year of service and/or part-time service based upon FTE). The foregoing shall be applied, retroactive to July 1, 2019, to all approved hourly work performed outside of the regular workday or work year for which timesheets have been previously submitted.

B. 2020-21:

1.25% added to base salary effective July 1, 2020. Applicable to those who worked any time during the school year (prorated for less than a full year of service and/or part-time service based upon FTE). The foregoing shall be applied, retroactive to July 1, 2020, to all approved hourly work performed outside of the regular workday or work year for which timesheets have been previously submitted.

C. 2021-22:

1.85% added to base salary effective July 1, 2021.

D. Retroactive Monies:

Retroactive monies and one-time payment(s) for eligible unit members shall be paid no later than July 31, 2021 and shall be paid by separate check.

E. For the 2016-17 school year, a \$150 off-schedule, non-recurring payment not added to base wages was made for those who had not separated from employment and were actively employed with the District as of May 15, 2017 and who had worked for the entire 2016-17 school year as of June 15, 2017. The parties herewith acknowledge that said off-schedule payment had been made to all eligible unit members as of June 15, 2017.

F. Effective July 1, 2017, Step 10 was added to the salary schedule which was equal to \$1,000 more than the existing Step 9 at that time. Unit members shall not be eligible to move to Step 10 at any time after July 1, 2017 until such time as the unit member receives an overall evaluation score of either Highly Effective or Effective. Said Evaluation form is attached hereto as Appendix II. Evaluations shall be conducted twice per year (January and June). In the event that the District fails to complete an evaluation for a unit member who is otherwise eligible to move to Step 10, said unit member shall be moved to Step 10 as if he/she received a score of Highly Effective or Effective.

G. Effective July 1, 2017, Task Force members (selected at the sole discretion of the District and designated annually in September) shall receive an additional \$50 for responding to an emergency call occurring away from their assigned building from the Director of Security. Said sum shall be paid per occurrence. Task Force Members shall be required to submit time sheets to the Director of Security for approval of said payments.

2. Lead security officers, except the current high school lead security officer, shall receive a \$650 annual stipend above his/her step. Effective July 1, 2017, said stipend shall be increased to \$1,100.
3. Unit members, with three (3) or more years of District service, assigned to work at the middle schools and high schools for no less than one (1) month, and who are absent for no more than eight (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 on the 15th and the last business day of each month. If a payday falls during a vacation period, the unit members shall be paid the day before the vacation.
2. Unit members shall have the option to also utilize Direct Deposit and the Educational & Governmental EFCU 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.
4. Notwithstanding the foregoing, the District shall have the sole discretion to implement the same pay period and paycheck process implemented for members of the Mount Vernon Federation of Teachers commencing July 1st of any year. Summer earnings shall be paid by separate check.

C. HEALTH INSURANCE

1. Unit members 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: 0.85% of the annual salary with a minimum of \$725. Unit members shall pay no lower an amount than the minimum amounts listed.

Effective July 1, 2017, unit members shall contribute the following for health insurance: 8% of the premium cost for said individual health insurance coverage with a cap of \$750.

2. Should the District change the health insurance plan from SWSCHP to a new health insurance plan during the term of this Agreement, the above contributions will cease and the parties will renegotiate unit member contributions. The foregoing sentence shall be inapplicable to the extent that the SWSCHP health insurance plan: 1) ceases to operate; and/or 2) ceases to be available to the parties as a plan option. However, should the District change the HMO plan offered by the District at any time in the future, the above contribution rates shall remain in effect, unless said contribution rates are changed by mutual agreement of the parties. In the event the District changes HMO plans, HMO participants shall be provided the option to change coverage to SWSCHP (or any successor plan) or the new HMO plan.
3. A. Members of the unit may buy out health insurance. In cases in which the District's unit member is covered by medical insurance through another family member, the District will pay the unit member to voluntarily waive his/her right to participate in the District's

health insurance plan. The District will pay that unit member 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

B. The parties herewith acknowledge that there were six (6) unit members who voluntarily waived their right to participate in the District health insurance plan. Effective in the 2014-2015 school year, the District shall increase the annual buy-out amount from \$1000 to \$2000 if by each October 31st an additional one (1) unit member (total of 7 each year) voluntarily waives their right to participate in the District health insurance program. In the event less than an additional one (1) unit member voluntarily waives health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

C. Effective in the 2017-18 school year and thereafter, the District shall further increase the annual buy-out amount from \$2000 to \$3000 if by each October 31st an additional 7 unit members (total of 14 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than fourteen (14) but seven (7) or more unit members voluntarily waive health insurance the buy-out amount shall remain at \$2,000 and solely an additional \$1,000 payment (total \$2,000) shall be made to unit members who have waived health insurance coverage. In the event less than seven (7) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

4. The District shall pay health insurance premiums in the amount of 60% for individual coverage and 45% for family coverage for retiring unit members retiring who have completed at least fifteen (15) years of service in the district.
5. Unit members who currently receive individual health insurance will have the option to purchase family coverage at the rate of one-half ($\frac{1}{2}$) of the difference between the individual and family plan rate. Unit members with at least three (3) years of District service and have twenty (20) accumulated sick days shall have the option to purchase family coverage at the rate of one-quarter ($\frac{1}{4}$) of the difference between the individual and family plan rate.
6. A Health Insurance Committee comprised of equal number of members chosen by the District and Union will meet to discuss health insurance options, costs and coverages and their impact on the membership and the district.

D. WELFARE FUND BENEFITS

1. The District shall contribute to the Federation at the rates below for each eligible employee to provide welfare benefits through a trust for each school year.

Year	Dollar Amount
2016-2017	\$1,275
2017-2018	\$1,475
2018-2019	\$1,500
2019-2020	\$1,475
2020-21	\$1,200
2021-22 and beyond	\$1,500

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 \$400 shall be instituted for unit members starting in the fifteenth (15th) year of service. In addition, a longevity payment of \$700 will be paid to those unit members starting in the twentieth (20th) year of service. A longevity payment of \$1,000 will be paid to those unit members starting in the twenty-fifth (25th) year of service.

Effective July 1, 2017, increase 15-year level from \$400 to \$450. Increase 20-year level from \$700 to \$775. Increase 25-year level from \$1,000 to \$1,150.

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. A joint committee of Federation and District representatives shall meet to discuss and make a recommendation to the District with respect to the amounts by which to increase the contribution limits allowed for each IRS Section 125 plan.

**ARTICLE III
GENERAL WORKING CONDITIONS**

A. HOURS OF WORK

The workweek for full-time unit members shall be no less than thirty-five (35) hours. The normal workday shall consist of a seven (7) hour working day exclusive of an unpaid forty (40) minute lunch period and an unpaid twenty (20) minute break. Unit members shall only be paid for those hours worked.

B. STAFFING LEVELS

The District agrees that at least 80% of the District's security positions will be full-time unit member positions. Up to 20% 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

Unit members shall be notified of their assignments by August 1 for the coming school year unless unforeseen and/or emergency circumstances preclude the District from complying with said notice period(s). In such event the District will provide notice to unit members as soon as practicable but in no event later than the commencement of classes for the ensuing 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

Unit members 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 posted by building and offered on a voluntary basis to unit members of the building where the overtime is needed. Unit members with the most District seniority shall have first choice of overtime, except where particular qualifications are required by law, regulation, or District policy. Should there not be enough volunteers for any overtime work, the District may assign overtime on a rotating basis starting with the least senior unit member.
2. Unit members who are on sick leave during the school day will not be allowed to work on that day in any afterschool, evening, or Homebound program.
3. Compensation shall be paid at the rate of straight time beyond the seven (7) hour workday and/or beyond the thirty-five (35) hour workweek. However, any overtime beyond an eight (8) hour workday and/or a forty (40) hour workweek shall be paid at one and one-half (1½) times the unit member's hourly rate. Unit members required to work on a Saturday during the school year will be paid at one and one half (1½) times the unit member's hourly rate. Unit members required to work on a Sunday or holiday during the school year shall be paid at two (2) times the unit member'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 (2 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 one hundred eighty-four (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 unit members 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 unit members in the bargaining unit because of lack of work, unit members with the least seniority shall be selected. A jointly approved and administered seniority list shall be produced no later than August 15 of each year. A seniority list of unit members 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 unit members under Civil Service Law.

K. DISCHARGE AND DISCIPLINE

1. Unit members hired before May 15, 2017, with at least three (3) years of service in the District shall not be subject to any type of discipline or discharge without just cause rights. Unit Members hired after May 15, 2017 with at least five (5) years of service in the District shall not be subject to any type of discipline or discharge without just cause rights.-Up to 2 years of service time towards due process protection shall be granted to unit members for

each full semester of service in a substitute and/or per diem capacity as a security monitor. Said substitute and/or per diem service must be contiguous to a regular appointment.

2. The District may withhold step movement (at the sole discretion of the District; unit members shall not be afforded any due process protection other than a meeting with the Superintendent and/or another District-wide administrator designated by the Superintendent) for any unit member receiving the lowest overall evaluation score. Said step(s) may be withheld for up to six (6) semesters during said unit member's career at the discretion of the District. Said Evaluation form is attached hereto as Appendix II. Evaluations shall be conducted twice per year (January and June). In the event that the District fails to complete an evaluation for a unit member who is otherwise eligible for step movement, said unit member shall be moved to the next step as if he/she received a score higher than the lowest overall evaluation score.
3. The District may unilaterally impose a disciplinary penalty of suspension without pay for up to 10 days total during a unit member's career. Said penalty may be imposed in cases of misconduct and shall not apply to performance-based issues. Said days may be distributed in increments to be determined in the sole discretion of the District. Unit members shall not be afforded any due process protections (other than a meeting with the Superintendent and/or another District-wide administrator designated by the Superintendent) before the imposition of said penalty by the District.
4. 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 unit members for any District training which takes place outside the workday and/or work year at the unit member's hourly rate. The "work year" shall mean the agreed upon teacher calendar. Unit members shall be notified of summer training by June 1 of that year. The District training shall not total more than five (5) days outside of the school calendar per school year. Such five (5) 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. 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 sixty (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 II*). Such evaluations are to be completed by February 1 and June 1. 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 unit 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

1. Uniforms shall be required and supplied by the District. Unit members shall be given a \$300 per school year cleaning allowance in equal paycheck installments. All members of the security unit shall be provided with five (5) dark blue long-sleeved shirts, five (5) light blue short sleeved shirts, three (3) pairs of dark blue pants, one (1) hat, and two (2) pair of work boots. In each consecutive year of employment, each unit member will receive two (2) additional pants, four (4) additional short sleeved shirts, and two (2) additional long-sleeved shirts. In emergency situations, the District shall replace required uniform clothing on an as-needed basis.
2. In addition, a total of fifteen (15) jackets shall be provided and distributed for unit members' use outdoors: Mount Vernon High School – four (4), Davis Middle School – three (3), Longfellow Middle School – two (2), Mandela High School – two (2), and Thornton High School- four (4).
3. Upon separation from the District, unit members are to return all uniform clothing.
4. Unit members shall be permitted to wear short-sleeved polo-style shirts all year round.

P. JOB DESCRIPTION

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

Q. AUTOMOBILES

Unit members 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 Law Sections 3023, 3028, 3811.

S. LOCKER AREA

In those buildings with available space, unit members shall be provided with clothing lockers. In buildings with six (6) 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 New York State Education Law Section 913 pertaining to fitness for duty which shall be a qualification of employment to serve as Security Monitor.

Notwithstanding the District's right to request the above exam(s), all unit members shall be required to take and pass an annual fitness for duty test to be given by June 30th each year to determine whether they continue to be qualified to perform their job responsibilities for the following school year (9/1-6/30). Said test shall be based upon the NYDOT 19A bus driver fitness test along with a "running" component (120 Feet in 30 seconds or less).

All members will take the test on a school day in June (Test #1). In the event a unit member fails or is physically unable to take the test due to unforeseen circumstances, beyond the employee's control as determined by the Superintendent or his designee, the member will remain on payroll until the end of the school year with their assignment to be determined at the sole discretion of the District. Said member(s) shall not be eligible for summer or overtime work. The member must retake the test during the 1st week of school in September (Test #2).

If the member fails or is unable to take Test #2, then he/she shall be immediately separated from the District but retain the right to retake the exam in June (Test # 3) and start the process over again.

- (i) If the member passes Test #3, then the employee shall be appointed at the next available opening resuming the salary/benefits they had at separation.
- (ii) If the member fails, or is unable to take Test #3, the employee shall no longer have any rights to employment or to take (or retake) tests in the future pursuant to this agreement.

Refusal – If the employee refuses to take and/or retake the test (Test #1 or Test #2), he/she will be terminated effective within five (5) business days.

Exceptions for (i) employees who are injured at the time the test is given; and (ii) employees who are unable to take the test due to an on-the-job injury.

- (i) If an employee is injured or ill at the time of the test and has medical certification that he/she is out due to personal illness, the employee has the additional option of taking the exam at another time. The exam shall be paid for and scheduled by the District outside of regular working hours for no additional pay.
- (ii) If an employee is injured at the time of the test as a result from a workplace injury, the employee is absolved from their annual obligation to pass the test until the employee is ready to return to work. At that time, the District is obligated to schedule and pay for the test. There must be an active workers' compensation case with appropriate paperwork.

U. CIVIL SERVICE TITLE CHANGE

In the event of, and for the sole purpose of, the Civil Service Commission requiring a title change for titles represented by the Union and/or unit members at any time in the future, the District may reopen the Agreement for the limited purposes of negotiating over said topic.

V. CLASSIFICATION COMMITTEE

Create District/MVFT committee to discuss creation of higher classification of security officer to include supervisory responsibilities. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

ARTICLE IV LEAVES OF ABSENCE

A. SICK LEAVE

- 1. a) 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. However, unit members hired after July 1, 2014 shall receive 10 sick days per year. Upon completion of their three (3) year probationary period, these unit members shall be allotted 15 sick days prorated. A day shall be construed as the number of hours to which a unit member is scheduled on any given workday.
- b) 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 unit member's household.

- c) Sick days may be accumulated up to a maximum of one hundred sixty (160) days. Effective July 1, 2014, sick leave may be accumulated to a maximum of one hundred eighty (180) days.
- 2. Unit members shall be assessed sick leave time in half-day increments.
 - 3. If an absence is five (5) or more consecutive working days, application for leave of absence with pay by reason of personal illness shall be accompanied by a physician's certificate certifying the cause of absence. The Superintendent of Schools, or his authorized representative, may require such a certificate in connection with an absence due to personal illness of less than five (5) consecutive working days. The Superintendent may also require additional certification in cases of prolonged absences.
 - 4. **Sick/Personal Leave Incentive**
 - A. For the 2019/20 school year, in the event a unit member uses seven (7) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31, 2021. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
 - B. For the 2020/21 school year, in the event a unit member uses seven (7) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31, 2021. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
 - C. For the 2021/22 school year and beyond, in the event a unit member uses five (5) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31st of the following school year. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit

members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.

- D. Any and all grievances and/or arbitrations pending as of June 30, 2021 between the parties regarding said incentive program are hereby withdrawn with prejudice.
- E. This provision shall not apply to Article II(A)(3).

5. **Attendance Review Policy**

Implement 4 stage procedure for disciplining employees for attendance abuse, inclusive of excessive use.

All initial decisions to be made by the Assistant Superintendent for Human Resources or his/her designee who shall be a District-wide Administrator. For Stages 1-3 “abuse and/or excessive use” shall be determined by the District in its sole discretion. Decisions through Stage 3 to be appealable to the Superintendent of Schools whose decision will be final and binding upon the parties. Said determinations shall not be reviewable in any forum, including the parties’ grievance procedure. Stage 4 to be subject to expedited arbitration with the “Loser of Arbitration” being responsible for any and all costs associated with the arbitration, with the exception of legal fees or fees associated with expert testimony. Loser of Arbitration shall be defined as follows: a) for the District a complete finding of no discipline for the employee; b) for the Federation, a finding of the maximum penalty that the arbitrator is authorized to issue. If there is no “Loser of Arbitration”, as defined above, the parties shall equally split the cost of the arbitrator.

Stage 1: culminates in a counseling letter.

Stage 2: The District may unilaterally impose a penalty of a letter of reprimand.

Stage 3: The District may unilaterally impose the following penalty and/or penalties: a) a letter of reprimand; and b) require the unit member to submit a doctor’s note to the District for every absence and/or provide the specific reason for use of personal leave to the District for a defined period of time (up to 12 months).

Stage 4: The District may unilaterally impose a six (6) month suspension without pay or the equivalent in a fine payable by the unit member over 6 months. For the purposes of this paragraph, if a unit member has been the subject of Stages 1, 2 or 3 of this process and thereafter goes twenty-four months after the end of that stage without moving on to another stage or the District proceeding to other disciplinary action against that member, then the next action that the District may invoke against that unit member is Stage 1 of this process.

For purposes of this section, “abuse and/or excessive use” shall include, but not be limited to:

1. Consistent use of sick or personal days immediately before or after a weekend;
2. Consistent use of sick or personal days immediately before or after an individual holiday and/or recess period (more than 1 day);
3. Regular pattern of sick or personal days on a specific day of the week;
4. Excessive use of sick days (9 or more per year for more than one year except for catastrophic or long term illnesses supported by appropriate medical certificate(s));
5. Misuse of sick and/or personal leave (unit member to be provided with notice and opportunity to be heard).

Nothing hereinabove shall preclude the District from proceeding with disciplinary action, in accordance with applicable law, against a unit member at any stage of the process.

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 (2) persons designated by the District and two (2) 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 one hundred (100), the Bank shall be replenished in the same manner in which it was originally established.

C. SICK LEAVE INCENTIVE PROGRAM

All unit members must have a minimum of one hundred (100) sick days accumulated to participate in the Incentive Program. Those unit members who use eight (8) or less sick days in one school year may sell the remaining number of days given that year back to the District at the rate of \$50 per day. At retirement, such money will be used by the District to pay for the unit member's share of health insurance and/or welfare fund contributions. The District will provide the unit member with an annual accounting of days stored in the incentive program.

D. 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.

E. 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 unit member'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 (2) 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 five (5) 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.

F. LONG TERM LEAVE OF ABSENCE

1. Unit members shall be entitled to leave without pay for one (1) school year after seven (7) years of continuous service.
2. Requests for a leave without pay must be submitted by March 1 in writing for the following school year.
3. Such leave shall not be available for the purpose of accepting other employment.
4. Unit members shall not be eligible for a second such leave until they have completed seven (7) additional consecutive years after taking the first such leave.
5. Unit member granted leave under this section shall be returned to the same or substantially equivalent position if available.
6. Any unit member 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. Unit members on long term leave may be required to provide written notice of their intent to return by March 1 of the school year in which leave is taken.

G. MILITARY LEAVE

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

H. BEREAVEMENT LEAVE

1. Unit members 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. Unit members 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: (i) mother-in-law; (ii) father-in-law; (iii) daughter-in-law; (iv) son-in-law; (v) sister-in-law; (vi) brother-in-law; or (vii) a grandparent not residing in the household of the member except, however, that where a member is required to travel over one hundred (100) miles from Mount Vernon, the member shall be granted up to, but not more than, two (2) days leave of absence with pay.
3. Absent extenuating circumstances, bereavement leave must commence within ten (10) calendar days of the death.

I. WORKERS' COMPENSATION

1. Unit members who sustain a direct physical student-related injury shall receive a maximum thirty-five (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 fifteen (15) days of pay.
2. The days referenced above (35 and 15) are a maximum amount to be taken for any single injury. If unit members use more than the above number of days, unit members shall have the right to use accumulated sick days and/or sick bank days or workers' compensation direct payment at the statutory prevailing rates.
3. A Workers' Compensation Committee comprised of equal number of members chosen by the District and the Union will meet to discuss the process by which Workers' Compensation cases will be handled by the District.
4. In the event a unit member uses more Workers' Compensation days than the number of days ultimately awarded by the Workers' Compensation Board for a particular injury and/or illness the total number of excess days shall be deducted from said unit member's annual allotment either for that same school year or for the following school year (or school years to the extent that said excess days are more than the unit member's annual allotment). The determination as to the timing of the deduction of days shall be at the sole discretion of the District.

J. EXTRAORDINARY LEAVE

Extraordinary Leave: all unit members shall be provided with up to four (4) hours of paid leave per year to undertake screening for breast or prostate cancer. Such leave shall not be charged against any other leave provisions. Requests for Extraordinary Leave shall be completed in writing on an appropriate form. Upon completion of the visit, proof shall be submitted to the Assistant Superintendent of Human Resources.

K. BLOOD DONATION LEAVE

Blood Donation Leave: all unit members shall be provided with up to three (3) hours of paid leave per year for the purpose of blood donation. Such leave shall not be charged against any other leave provisions. Requests for Blood Donation Leave shall be completed in writing on an appropriate form. Upon completion of the visit, proof shall be submitted to the Assistant Superintendent of Human Resources.

L. CHILD CARE LEAVE

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

1. A unit member shall give sufficient notice of his/her request for childcare leave.

2. Child care leave shall begin at a mutually convenient time, shall terminate at a time agreed upon by the unit member and the District and shall not exceed one (1) school year subject to paragraph 6 below. The leave shall not terminate during a term where its expiration could disrupt the program.
3. Childcare leave shall be without pay or credit on a salary schedule for probationary unit members. The probationary period will be suspended with the commencement of the leave and will resume when the unit member resumes service in the District.
4. A unit member 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. Unit members on childcare leave shall be permitted to apply for service as a substitute following the birth of the child.
6. For non-probationary unit members, the up to one (1) year child care leave may be extended for up to an additional school year on a one time basis during their career, regardless of the number of childcare leaves taken. The total time spent on the one-time extended childcare leave shall not exceed a period of two school (2) years. The leave shall not terminate during a term where its expiration could disrupt the program.
7. Subject to paragraph six (6) above, unit members shall be required to return to work for at least one (1) full academic school year before being eligible for a subsequent child care leave.

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 (i) 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 (ii) 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 unit member 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 of 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 unit member, 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 unit member and all other parties official 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 *Level Two* 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 unit member 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 unit member 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 unit member 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 agrees to deduct Federation dues on a semi-monthly basis, upon receipt of a written authorization from a teacher authorizing such deduction or when required by applicable law and to transmit the monies deducted to the Federation. The Federation shall have the right to change the dues once a year upon fifteen (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 tenth of the month prior to the distribution of payroll from which the deductions are to be made. Notwithstanding the previous sentence, when dues are deducted, they shall be prorated from the date of authorization.
2. Within thirty (30) days of a new employee's hire the District shall notify the Federation of said hire and provide the Federation with the employee's name, address, job title, department/operating unit and work location. The District will provide a duly authorized representative of the Federation with a reasonable amount of time during the workday to meet with new members at a time to be scheduled in consultation with the District. The District shall monthly provide the Federation a list of all employees for whom dues have been checked off. Any teacher desiring to have the District discontinue deductions that he/she has previously authorized must notify the District in writing between August 1 and 31 of each year, and the District shall notify the Federation within five (5) days of any employee's withdrawal of payroll deduction. .

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 . This clause shall not apply if the District makes an error in the calculation, deduction, or transmittal to the Federation of said Federation dues.

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.

E. PREVIOUS MEMORANDA OF AGREEMENT

A copy of the ratified MOA between the parties for the years 2016-2017 and 2017-2018, and a copy of the ratified MOA between the parties for the year 2018-2019, are attached hereto in Appendix III.

**ARTICLE VII
DURATION**

A. DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 2019 and shall continue in full force and effect until June 30, 2022, 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 unit. Within ninety (90) days after its ratification, it will be the duty of the Superintendent of Schools to print the Agreement for distribution purposes. A labor management committee shall meet to review and make recommendations to the District concerning the "Patrol Guide" within the first ninety (90) days of the 2012-13 school year.

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.

FOR THE DISTRICT

By: _____
ADRIANE SAUNDERS
BOARD PRESIDENT

FOR THE MVFT

By: _____
KEITH MCCALL
MVFT PRESIDENT

APPENDIX I

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

APPENDIX II

Approved Evaluation Form

APPENDIX III

Previous Memoranda of Agreement

Security

Levels -->		Level
Steps -->	Monitor	
	# Steps	
	10	
1		27,551
2		28,378
3		29,228
4		30,106
5		31,008
6		31,945
7		32,895
8		33,881
9		34,812
10		35,832

Levels -->		Level
Steps -->	Monitor	
	# Steps	
	10	
19-20 Revised 1.25%		
1		27,895
2		28,733
3		29,593
4		30,482
5		31,396
6		32,344
7		33,306
8		34,305
9		35,247
10		36,280

Security

Levels -->			Level
Steps -->	20-21	1.25%	Monitor
			# Steps
			10
	1		28,244
	2		29,092
	3		29,963
	4		30,863
	5		31,788
	6		32,749
	7		33,723
	8		34,733
	9		35,688
	10		36,733

Levels -->			Level
Steps -->	21-22	1.85%	Monitor
			# Steps
			10
	1		28,767
	2		29,630
	3		30,518
	4		31,434
	5		32,376
	6		33,354
	7		34,346
	8		35,376
	9		36,348
	10		37,413

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

Employee _____
Evaluator _____

School _____
Date _____

SECURITY RESPONSIBILITIES

QUALITY OF PERFORMANCE

Highly Effective: 4 Effective: 3 Needs Improvement: 2 Ineffective: 1	QUALITY OF PERFORMANCE			
	Highly Effective	Effective	Needs Improvement	Ineffective
Follows procedures and completes paperwork in a timely manner				
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 best of his/her ability				
Is dependable and works well without constant direction				
Exercises the least amount of force in dealing with confrontations as per training				
Shows professionalism in actions at all times (keeps minor incidents from becoming major)				
Uses good judgment in deciding when it is necessary to leave assigned post				
Maintains rapport and mutual respect with student body				
Cooperative with others				
Engages in mandated training sessions				
Is knowledgeable and utilizes current best practices in the field of school safety and security as trained				
Is knowledgeable of youth culture issues relevant to the student population as per training				
Is knowledgeable of community concerns and resources available to assist students as per training				
Demonstrates a good pattern of attendance during rating period No. of Days Abs. _____ As of _____				
Total Points				0
Highly Effective				70-80
Effective				50-69
Needs Improvement				30-49
Ineffective				20-29

Other comments:

I have read my evaluation:

Date:

Signature of employee

Recommended for summer work
should the employee apply

Yes

No

Signature of Evaluator

Date:

MEMORANDUM OF AGREEMENT (SECURITY UNIT)

MEMORANDUM OF AGREEMENT dated this ____ day of May, 2017 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MOUNT VERNON CITY SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and/or "DISTRICT") and the negotiating representatives of the MOUNT VERNON FEDERATION OF TEACHERS (hereinafter referred to as the "UNION").

A. General

The labor agreement between the parties for the period of July 1, 2013 - June 30, 2016, expired on June 30, 2016. The parties herewith agree that said agreement shall be modified effective as of July 1, 2016 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for the changes to said agreement expressly set forth herein and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

B. Contingencies

1. This agreement is subject to formal ratification by the BOARD and the membership of the UNION. Such ratification shall occur within thirty (30) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid thirty (30) day period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
2. The parties agree to incorporate this Memorandum of Agreement into a more formal written agreement.

C. Terms- Security Contract

Article II Salary & Benefits

1. *Revise SALARIES (Section A) as follows: delete all paragraphs and replace with:*

2016-2017: Effective 7/1/16, 2% applied to the security salary schedules set forth in Appendix I. A \$150 off-schedule, non-pensionable, non-recurring payment not added to base wages shall be made for those who have not separated from employment and are actively employed with the District as of the effective date of execution of this memorandum of agreement and who will have worked for the entire 2016-17 school year as of June 15, 2017. Said off-schedule payment shall be made no later than June 15, 2017.

2017-2018: Effective 7/1/17, 2% applied to the security salary schedules set forth in Appendix I.

Retroactive monies for eligible unit members for the 2016-17 school year shall be paid no later than June 15, 2017 and shall be paid by separate check. The parties herewith acknowledge that the retroactive 2.00% increase for the 2016-17 school year shall be applied to the salary schedule beginning 7/1/16. The parties herewith further acknowledge that there shall be no retroactive payments for those who have separated from employment with the District prior to the effective date of execution of this memorandum of agreement.

Retroactive monies paid in the 2016-17 school year shall be prorated for those staff working less than a full school year (because said staff members started their employment after the commencement of the school year) and/or working part-time based upon FTE. The one-time payment for the 2016-17 school year shall be prorated for those working part-time based upon FTE.

Ability to convert to same pay period and paycheck process as teachers starting July 1, of any year. Summer earnings shall be paid by separate check.

Effective July 1, 2017 increase stipend for lead guards (Section A.2) from \$650 to \$1,100.

Effective July 1, 2017, add Step 10 to the salary schedule equal to \$1,000 more than existing Step 9. Unit members shall not be eligible to move to Step 10 until such time as the unit member receives an overall evaluation score of either Highly Effective or Effective. Said Evaluation form is attached hereto as Exhibit "A". Evaluations shall be conducted twice per year (January and June). In the event that the District fails to complete an evaluation for a unit member who is otherwise eligible to move to Step 10, said unit member shall be moved to Step 10 as if he/she received a score of Highly Effective or Effective.

Effective July 1, 2017, Task Force members (selected at the sole discretion of the District and designated annually in September) shall receive an additional \$50 for responding to an emergency call occurring away from their assigned building from the Director of Security. Said sum shall be paid per occurrence. Task Force Members shall be required to submit time sheets to the Director of Security for approval of said payments.

2. Revise LONGEVITY (Section E) by adding the following:

Effective July 1, 2017:

Increase 15 year level from \$400 to \$450. Increase 20 year level from \$700 to \$775.
Increase 25 year level from \$1,000 to \$1,150.

3. Revise HEALTH INSURANCE (Section C.1) by adding the following:

Effective July 1, 2017, unit members shall contribute the following for health insurance: 8% of the premium cost for said individual health insurance coverage with a cap of \$750.

4. Revise HEALTH INSURANCE (Section C.4) by deleting and replacing with the following :

A. The parties herewith acknowledge that there were six (6) unit members who voluntarily waived their right to participate in the District health insurance plan. Effective in the 2014-2015 school year, the District shall increase the annual buy-out amount from \$1000 to \$2000 if by each October 31st an additional one (1) unit member (total of 7 each year) voluntarily waives their right to participate in the District health insurance program. In the event less than an additional one (1) unit member voluntarily waives health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

B. Effective in the 2017-18 school year and thereafter, the District shall further increase the annual buy-out amount from \$2000 to \$3000 if by each October 31st an additional 7 unit members (total of 14 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than fourteen (14) but seven (7) or more unit members voluntarily waive health insurance the buy-out amount shall remain at \$2,000 and solely an additional \$1,000 payment (total \$2,000) shall be made to unit members who have waived health insurance coverage. In the event less than seven (7) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

5. Revise HEALTH INSURANCE (Section C.2) by adding the following:

The first sentence of said paragraph shall be inapplicable to the extent that the SWSCHP health insurance plan: 1) ceases to operate; and/or 2) ceases to be available to the parties as a plan option.

6. Revise WELFARE FUND (Section D.1.b) as follows: add:

For the 2016-2017 school year, the District shall only contribute \$1,275 for each eligible member. Beginning in the 2017/18 school year, the District shall contribute \$1,475 for each eligible member.

**Article III
General Working Conditions**

7. Revise ASSIGNMENTS & TRANSFERS (Section C) as follows

Delete the first sentence and replace with the following:

Unit members shall be notified of their assignments by August 1 for the coming school year unless unforeseen and/or emergency circumstances preclude the District from complying with said notice period(s). In such event the District will provide notice to unit members as soon as practicable but in no event later than the commencement of classes for the ensuing school year.

8. Revise UNIFORMS (Section O.1) as follows:

Add 2 additional summer short sleeve shirts.

9. Add new Section TITLE CHANGE as follows:

Add limited reopener language in the event of, and for the sole purpose of, the Civil Service Commission requiring a title change for titles represented by the Union and/or unit members at any time in the future for this.

10. Revise FITNESS FOR DUTY (Section T) by deleting entire provision and replacing with the following:

Bargaining unit members shall be covered under the provisions of New York State Education Law Section 913 pertaining to fitness for duty which shall be a qualification of employment to serve as Security Monitor.

Notwithstanding the District's right to request the above exam(s), all unit members shall be required to take and pass an annual fitness for duty test to be given by June 30th each year to determine whether they continue to be qualified to perform their job responsibilities for the following school year (9/1-6/30). Said test shall be based

upon the NYDOT 19A bus driver fitness test along with a "running" component (120 Feet in 30 seconds or less).

All members will take the test on a school day in June (Test #1). In the event a unit member fails or is physically unable to take the test due to unforeseen circumstances, beyond the employee's control as determined by the Superintendent or his designee, the member will remain on payroll until the end of the school year with their assignment to be determined at the sole discretion of the District. Said member(s) shall not be eligible for summer or overtime work. The member must retake the test during the 1st week of school in September (Test #2).

If the member fails or is unable to take Test #2, then he/she shall be immediately separated from the District but retain the right to retake the exam in June (Test #3) and start the process over again.

- If the member passes Test #3, then the employee shall be appointed at the next available opening resuming the salary/benefits they had at separation.
- If the member fails, or is unable to take Test #3, the employee shall no longer have any rights to employment or to take (or retake) tests in the future pursuant to this agreement.

Refusal - If the employee refuses to take and/or retake the test (Test #1 or Test #2), he/she will be terminated effective within five (5) business days.

Exceptions for (i) employees who are injured at the time the test is given; and (ii) employees who are unable to take the test due to an on-the-job injury.

- (i) If an employee is injured or ill at the time of the test and has medical certification that he/she is out due to personal illness, the employee has the additional option of taking the exam at another time. The exam shall be paid for and scheduled by the District outside of regular working hours for no additional pay.
- (ii) If an employee is injured at the time of the test as a result from a workplace injury, the employee is absolved from their annual obligation to pass the test until the employee is ready to return to work. At that time, the District is obligated to schedule and pay for the test. There must be an active workers' compensation case with appropriate paperwork.

**Article IV
Leaves of Absence**

11. Add the following new section(s) to SICK LEAVE (Section A) as follows:

A. Illness for Less Than a Full Day

Delete Article IV(A)(2) effective with the date of execution of this MOA by the parties, and replace with the following:

Unit members shall be assessed sick leave time in half day increments.

B. Sick/Personal Leave Incentive Program

Effective July 1, 2017, in the event a unit member uses 7 or less personal and/or sick days in a school year (9/1-6/30) said unit member shall be eligible for a payment in the amount of \$500 (prorated based upon FTE) at the conclusion of each qualifying school year. Unit members must work the full school year in order to be eligible for said payment. Those on an unpaid leave of absence for any period of time shall be ineligible for said payment.

C. Attendance Review Policy

Implement 4 stage procedure for disciplining employees for attendance abuse, inclusive of excessive use.

All initial decisions to be made by the Assistant Superintendent for Human Resources or his/her designee who shall be a District-wide Administrator. For Stages 1-3 "abuse and/or excessive use" shall be determined by the District in its sole discretion. Decisions through Stage 3 to be appealable to the Superintendent of Schools whose decision will be final and binding upon the parties. Said determinations shall not be reviewable in any forum, including the parties' grievance procedure. Stage 4 to be subject to expedited arbitration with the "Loser of Arbitration" being responsible for any and all costs associated with the arbitration, with the exception of legal fees or fees associated with expert testimony. Loser of Arbitration shall be defined as follows: a) for the District a complete finding of no discipline for the employee; b) for the Federation, a finding of the maximum penalty that the arbitrator is authorized to issue. If there is no "Loser of Arbitration", as defined above, the parties shall equally split the cost of the arbitrator.

Stage 1: culminates in a counseling letter.

Stage 2: The District may unilaterally impose a penalty of a letter of reprimand.

Stage 3: The District may unilaterally impose the following penalty and/or penalties: a) a letter of reprimand; and b) require the unit member to submit a doctor's note to the District for every absence and/or provide the specific reason for use of personal leave to the District for a defined period of time (up to 12 months).

Stage 4: The District may unilaterally impose a six (6) month suspension without pay or the equivalent in a fine payable by the unit member over 6 months. For the purposes of this paragraph, if a unit member has been the subject of Stages 1, 2 or 3 of this process and thereafter goes twenty-four months after the end of that stage without moving on to another stage or the District proceeding to other disciplinary action against that member, then the next action that the District may invoke against that unit member is Stage 1 of this process.

For purposes of this section, "abuse and/or excessive use" shall include, but not be limited to:

1. Consistent use of sick or personal days immediately before or after a weekend;
2. Consistent use of sick or personal days immediately before or after an individual holiday and/or recess period (more than 1 day);
3. Regular pattern of sick or personal days on a specific day of the week;
4. Excessive use of sick days (9 or more per year for more than one year except for catastrophic or long term illnesses supported by appropriate medical certificate(s));
5. Misuse of sick and/or personal leave (unit member to be provided with notice and opportunity to be heard).

Nothing hereinabove shall preclude the District from proceeding with disciplinary action, in accordance with applicable law, against a unit member at any stage of the process.

12. Revise PERSONAL LEAVE (section E(5)) as follows:

Change 3 days' notice to 5 days' notice.

13. Revise WORKERS' COMPENSATION (Section I) as follows: add new paragraph

In the event a unit member uses more Workers' Compensation days than the number of days ultimately awarded by the Workers' Compensation Board for a particular injury and/or illness the total number of excess days shall be deducted from said unit member's annual allotment either for that same school year or for the

following school year (or school years to the extent that said excess days are more than the unit member's annual allotment). The determination as to the timing of the deduction of days shall be at the sole discretion of the District.

14. Revise CHILD CARE LEAVE (Section L)

Insert provision requiring unit members to return to work for 1 full school year before they are eligible for another child care leave (subject to subparagraph 6).

15. Revise Article VII DURATION (Section A) as follows:

Reflect duration of new agreement July 1, 2016 to June 30, 2018

16. Discipline and Discharge

- A. Required Service Time for Due Process Protection-Increase from 3 years to 5 years for unit members hired on or after the date of execution of this Memorandum of Agreement. Up to 2 years of service time towards due process protection shall be granted to unit members for each full semester of service in a substitute and/or per diem capacity as a security monitor. Said substitute and/or per diem service must be contiguous to a regular appointment.
- B. The District may withhold step movement (at the sole discretion of the District; unit members shall not be afforded any due process protection other than a meeting with the Superintendent and/or another District-wide administrator designated by the Superintendent) for any unit member receiving the lowest overall evaluation score. Said step(s) may be withheld for up to six (6) semesters during said unit member's career at the discretion of the District. Said Evaluation form is attached hereto as Exhibit "A". Evaluations shall be conducted twice per year (January and June). In the event that the District fails to complete an evaluation for a unit member who is otherwise eligible for step movement, said unit member shall be moved to the next step as if he/she received a score higher than the lowest overall evaluation score.

- C. The District may unilaterally impose a disciplinary penalty of suspension without pay for up to 10 days total during a unit member's career. Said penalty may be imposed in cases of misconduct and shall not apply to performance based issues. Said days may be distributed in increments to be determined in the sole discretion of the District. Unit members shall not be afforded any due process protections (other than a meeting with the Superintendent and/or another District-wide administrator designated by the Superintendent) before the imposition of said penalty by the District.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this _____ day of May, 2017.

For the Union	For the District
<i>Jerry C. Youder</i>	<i>[Signature]</i>
<i>Carene M. Domato</i>	<i>[Signature]</i>
<i>Jeanne M. Casio</i>	<i>[Signature]</i>
<i>Angelique Perez</i>	
<i>Melvin [Signature]</i>	
<i>Karl Nifontoff</i>	
<i>Andrea Gelfy</i>	

MEMORANDUM OF AGREEMENT (SECURITY UNIT)

MEMORANDUM OF AGREEMENT dated this 18th day of December, 2018 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MOUNT VERNON CITY SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and/or "DISTRICT") and the negotiating representatives of the MOUNT VERNON FEDERATION OF TEACHERS - SECURITY UNIT (hereinafter referred to as the "UNION").

A. General

The labor agreement between the parties for the period of July 1, 2016 - June 30, 2018, expired on June 30, 2018. The parties herewith agree that said agreement shall be modified effective as of July 1, 2018 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for the changes to said agreement expressly set forth herein and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

B. Contingencies

1. This agreement is subject to formal ratification by the BOARD and the membership of the UNION. Such ratification shall occur within thirty (30) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid thirty (30) day period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
2. The parties agree to incorporate this Memorandum of Agreement into a more formal written agreement.

C. Terms- Security Contract

Article II Salary & Benefits

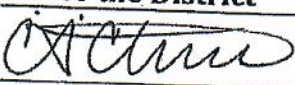

1. **Revise SALARIES (Section A) - Add the following language:**
2018-2019: Effective 9/1/18, 2.0% applied to the Security salary schedules set forth in Appendix I.

Retroactive monies for eligible unit members for the 2018-19 school year shall be paid no later than February 15, 2019. The parties herewith acknowledge that the retroactive 2.0% increase for the 2018-19 school year shall be applied to the salary schedule beginning 9/1/18. The payment shall be made for those who were employed since 9/1/18, have not separated from employment and are actively employed with the District as of the date of execution of this memorandum of agreement. The parties herewith further acknowledge that there shall be no retroactive payments for those who separated from employment with the District prior to the effective date of execution of this memorandum of agreement.

2. **Revise WELFARE FUND (Section D.1.b) – Add the following language:**
 For the 2018-19 school year only, the District shall contribute an additional \$25 for each eligible member, for a total of \$1,500 per member. Thereafter, the District shall contribute \$1,475 for each eligible member.

3. **Revise Article VII DURATION (Section A) as follows:**
 Reflect duration of new agreement July 1, 2018 to June 30, 2019.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 18th day of December, 2018.

For the Union	For the District
Carene M. Domato	
Jeanne M. Casani	
Angelique Perez	