

*By and Between*

MIDDLE COUNTRY  
CENTRAL SCHOOL DISTRICT

and the

UPSEU  
UNITED PUBLIC SERVICE  
EMPLOYEES UNION

MONITOR UNIT

Term of Agreement  
July 1, 2019 to June 30, 2023

TABLE OF CONTENTS

PREAMBLE..... 1  
ARTICLE I – RECOGNITION ..... 1  
ARTICLE II – PAYROLL DEDUCTIONS..... 1  
ARTICLE III – WAGES ..... 1  
ARTICLE IV – SHOP STEWARDS..... 2  
ARTICLE V – VISITATION ..... 2  
ARTICLE VI – JURY DUTY ..... 2  
ARTICLE VII – GRIEVANCE PROCEDURE..... 3  
ARTICLE VIII – INDIVIDUAL AGREEMENTS..... 3  
ARTICLE IX – BEREAVEMENT LEAVE ..... 4  
ARTICLE X – INCLEMENT WEATHER..... 4  
ARTICLE XI - LONGEVITY ..... 4  
ARTICLE XII – SICK LEAVE/PERSONAL DAYS ..... 4  
ARTICLE XIII – SUBSTITUTE ASSIGNMENTS..... 5  
ARTICLE XIV – SCHOOL CLOSING..... 5  
ARTICLE XV – BULLETIN BOARD..... 5  
ARTICLE XVI – SENIORITY/LAYOFFS ..... 5  
ARTICLE XVII – HOLIDAYS ..... 5  
ARTICLE XVIII – STATE RETIREMENT SYSTEM ..... 6  
ARTICLE XIX – TAYLOR LAW NOTICE ..... 6  
ARTICLE XX – POSTING OF VACANCIES ..... 6  
ARTICLE XXI – TERMINATION AND MODIFICATION..... 6

PREAMBLE

This Agreement is entered into effective July 1, 2019 by and between the Middle Country Central School District (hereinafter referred to as the "District") and United Public Service Employees Union (hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION

The District recognizes the Union as the exclusive bargaining agent for all monitors employed by the District.

ARTICLE II  
PAYROLL DEDUCTIONS

Dues Deduction

Upon receipt of individually signed, voluntary deduction authorization cards, in a form agreed to by the District and the Union, the District shall deduct dues from the pay of unit members. The Union shall designate the amount of dues to be deducted.

ARTICLE III  
WAGES

The hourly rate for all unit members employed by the District shall be as follows:

<b>School Year</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
First year of Employment	\$15.34	\$16.09	\$16.84	\$17.59
Second year of Employment	\$15.90	\$16.65	\$17.40	\$18.15
Third year of Employment	\$16.46	\$17.21	\$17.96	\$18.71
Fourth year of Employment	\$17.01	\$17.76	\$18.51	\$19.26
Fifth year of Employment	\$17.51	\$18.26	\$19.01	\$19.76
Sixth year of Employment	\$18.01	\$18.76	\$19.51	\$20.26
Seventh year of Employment	\$18.51	\$19.26	\$20.01	\$20.76
Eighth year of Employment	\$19.01	\$19.76	\$20.51	\$21.26

Solely for the purpose of establishing payroll checks for unit members in equal amounts, the District shall annualize the hourly rate of the unit members based upon their regularly scheduled hours, and implement a twenty-one (21) check payroll cycle each year. The first check will be

issued with the first payroll which occurs more than ten (10) days after the first day of school. Two (2) checks will be generated on the final payroll date in June, with the second of the two (2) payroll checks, representing the unit member's pay for the final workdays of the school year, distributed to the employee on the last day of school.

#### ARTICLE IV SHOP STEWARDS

##### Section A –

The Union shall forward a list of its shop stewards to the Superintendent of Schools, or his/her designee, and shall advise him/her of any changes.

##### Section B –

The Shop Steward designated by the Union, in writing to the District, shall be permitted on prior request to the employee's supervisor, which shall not be unreasonably denied, to investigate and process grievances and to provide new employees with Union forms outside of employee is working hours.

##### Section C –

The Chief Steward shall be entitled to one (1) leave day per year to attend union seminars/conferences; and the Assistant Steward shall be entitled to one (1) leave day per year to attend union seminars/conferences.

#### ARTICLE V VISITATION

The District agrees to permit representatives of the Union to enter the premises of the Employer for individual discussion of working conditions with employees outside of their working hours, provided such representatives receive prior permission of the Superintendent or her designee. The District agrees that with prior permission the Union may use school facilities outside working hours for regular, special and committee meetings.

#### ARTICLE VI JURY DUTY

The District shall pay monitors summoned to jury duty service the difference between the employee's daily salary and the juror fee, excluding travel expenses and mileage fees.

All employees must notify her/his immediate supervisor as soon as possible after receipt of notice of jury service and a copy of such notice shall be provided to the Business Office as soon as possible and prior to the date for such service. In addition, proof of jury service must be submitted to the Business Office upon completion of jury service. Failure to submit proof of jury service

may result in loss of pay for days served. Any compensation provided to unit members on account of such jury service shall be submitted to the District.

## ARTICLE VII GRIEVANCE PROCEDURE

Any grievance or dispute, which may arise between the parties with respect to the applicable meaning or interpretation of a specific provision of this agreement, shall be settled in the following manner:

Step 1 – The Union shall submit a grievance in writing to the immediate Supervisor of the employee or employees involved within ten (10) working days of its occurrence. The written grievance shall state the specific date of the alleged grievance, the contract provision claimed to have been violated, the facts alleged in support of the grievance, and the remedy sought, and be signed by the Grievant. The Supervisor shall then attempt to adjust the matter, and shall respond in writing to the Union within ten (10) working days.

Step 2 – If the grievance has not been settled, it shall be presented, in writing, by the Union to the Superintendent's designee within ten (10) days after the Supervisor's response is due. The Superintendent's designee shall respond to the Union, in writing, within ten (10) working days.

Step 3 – (a) If the grievance is still unsettled, the Union may, within ten (10) working days after the Superintendent's or designee's reply is due, file a demand for advisory arbitration in accordance with the rules of the American Arbitration Association. Failure to respond within the indicated time limits shall allow an appeal as if a denial had been made the last day possible. Failure of the Union or the employee to meet the time limits of any step shall bar further processing of the grievance and arbitration procedure.

All grievance and arbitration proceedings shall be held outside of regular working hours. The cost of the arbitrator shall be shared by the parties.

### Advisory Arbitration

Selection of the arbitrator shall be made pursuant to the Voluntary Rules of the American Arbitration Association. The arbitrator's decision shall be advisory only. The arbitrator shall have no authority to add to, delete or otherwise modify any provision of the provisions of this agreement, but shall only be empowered to interpret the provisions herein.

## ARTICLE VIII INDIVIDUAL AGREEMENTS

The District shall not enter into individual contracts, agreements, or understandings of any kind with any employee or employees having the intent, purpose and effect of altering, modifying,

amending, or nullifying any of the provisions of this Agreement, or to agree to any such attempt on the part of an employee.

ARTICLE IX  
BEREAVEMENT LEAVE

Monitors shall be entitled to three (3) days off with pay for death in the family. "Family" shall include: father, mother, brother, sister, half-brother, half-sister, children, husband, wife, grandmother, grandfather, grandchild, mother-in-law, and father-in-law. Such employees shall be entitled to three (3) days off with pay after three (3) years of service in the District.

ARTICLE X  
INCLEMENT WEATHER

When school is closed all day due to inclement weather, all monitors shall be paid their regular rate of pay for up to two (2) such days per year.

ARTICLE XI  
LONGEVITY

Upon completion of five (5) years of service, Monitors will be entitled to an additional \$1.50 per hour above step 4.

Upon completion of seven (7) years of service, Monitors will be entitled to an additional \$2.50 per hour above step 4.

Upon completion of ten (10) years of service, Monitors will be entitled to an additional \$3.00 per hour above step 4.

Upon completion of fifteen (15) years of service, Monitors will be entitled to an additional \$3.50 per hour above step 4.

The longevity as set forth in this Article is non-cumulative (i.e., longevity at one level shall not be added to any longevity from a previous level).

ARTICLE XII  
SICK DAYS/PERSONAL DAYS

Employees who are unable to attend work due to personal illness shall be entitled to up to five (5) sick days per year. Employees may elect to be paid at the end of the school year for any remaining unused sick days from that year's annual allotment based upon his/her hourly rate and regularly scheduled hours of work per day. Employees who do not elect to be paid for unused accumulated sick days at the end of the year shall be permitted to carry over unused sick days to a total maximum of fifty (50) days, which days shall be paid out at retirement or resignation at the rate of one (1) days' pay for every two (2) days accumulated based upon the hourly rate and regularly scheduled hours of work per day applicable at that time.

Monitors shall have one (1) personal day with pay per school year upon prior approval of the Superintendent or designee. Monitors shall receive one additional personal day after seven (7) years of service, which day may not be used to extend a school recess/vacation period. A "personal day" shall be defined as pertaining to personal business which cannot be handled outside of the regular workday. Employees shall provide a request for a personal day setting forth the reason, to the Superintendent or designee, for prior approval. Consideration for approval shall not be arbitrary or capricious. An unused personal day at the end of a school year shall be carried over to the next school year as sick leave, subject to the fifty (50) days maximum for sick days.

### ARTICLE XIII SUBSTITUTE ASSIGNMENTS

In the event a monitor is absent and the building principal decides to replace him/her, the District will first use an available monitor assigned to substitute for the absent person. The District shall have no obligation to replace an absent monitor or change the schedule of another monitor to allow him/her to substitute.

### ARTICLE XIV SCHOOL CLOSING

If a monitor reports to work on a scheduled day that schools are closed and the normal District announcement for school closing was not made, he/she will be compensated for his/her normal full day's schedule of hours.

### ARTICLE XV BULLETIN BOARD

The District agrees to provide adequate space on bulletin boards for use of the Union to post notices at school. The use of such facilities must not be used for posting material of a political or derogatory nature and shall be confined to legitimate union business.

### ARTICLE XVI SENIORITY/LAYOFFS

At or about the beginning of each school year, the District shall supply the Union with a seniority list showing the continuous service of each employee. Such list shall indicate the employees' names, and dates of appointment to their job title.

Monitors shall, if and when necessary, be laid off in order of least seniority: the last person hired being the first person laid off and the last person laid off being the first person recalled, provided the more senior employee is qualified to perform the work available.

### ARTICLE XVII HOLIDAYS

Monitors shall receive paid holidays for Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and Memorial Day.

ARTICLE XVIII  
STATE RETIREMENT SYSTEM

All new employees shall be informed of their right to join the New York State Retirement System and if declined, shall sign a declination.

ARTICLE XIX  
TAYLOR LAW NOTICE

IT IS UNDERSTOOD 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XX  
POSTING OF VACANCIES

Prior to the end of each school year, the District shall "post" via Personnel News Notes vacancies anticipated in unit positions for the subsequent school year. This shall not obligate the District to post vacancies which arise during the course of a school year or the summer.

ARTICLE XXI  
TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2019 and shall remain in full force and effect until the 30th day of June, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 17<sup>th</sup> day of August, 2020.

MIDDLE COUNTRY CENTRAL  
SCHOOL DISTRICT

By: Robert A. Gerold  
DR. ROBERTA A. GEROLD  
Superintendent of Schools

By: Karen Lessler  
KAREN LESSLER, President  
Board of Education

UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
MONITOR UNIT

By: Kevin E. Boyle, Jr.  
KEVIN E. BOYLE, JR.  
President, UPSEU

By: Ihewa Damal