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Union: **Teacher Aides Unit, United Public Service Employees Union (UPSEU)**

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AGREEMENT BETWEEN
SOUTHAMPTON UNION FREE SCHOOL DISTRICT

and

UNITED PUBLIC SERVICE EMPLOYEES UNION
SCHOOL TEACHER AIDES

July 1, 2004 – June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT between the undersigned, SOUTHAMPTON UNION FREE SCHOOL DISTRICT, 70 Leland Lane, Southampton, New York (hereinafter termed the "District"), and United Public Service Employees Union (hereinafter termed the "Union" or "UPSEU") wherein it is mutually agreed as follows:

ARTICLE I - PREAMBLE:

The parties hereto recognize that they are concerned with the basic educational policies and long range educational goals.

ARTICLE II - RECOGNITION:

The Southampton Board of Education recognizes the United Public Service Employees Union as the exclusive representative of all "Teacher Aides" employed by the Board, for the maximum period provided in Section 208 of the Public Employees Fair Employment Act.

ARTICLE III - PAYROLL DEDUCTIONS:

A. The Union shall have exclusive rights to payroll deductions of dues and agency fees for employees covered by this Agreement. Such dues and fees shall be remitted to the United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, New York 11779 on a payroll period basis.

B. The District will deduct the dues on the basis of individually signed dues deduction authorization cards.

C. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

D. (1) Every employees who does not join the Union at the time of hire shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be

discontinued on the same date the dues check off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction shall be discontinued.

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

(3) The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles, and shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the District the appropriate amount of rate for the agency fee deduction.

(4) Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.

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

(6) The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

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

(8) The District shall not be liable in the operation of this Article for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys' fees, and against all liabilities and losses and damages of any nature whatsoever that the District shall or may at any time sustain or be put to by reason of the inclusion of this Article in this Agreement.

ARTICLE IV – PERSONNEL FILES:

Teacher Aides shall have the right, upon request, to review the contents of their personnel files and to make copies at their own expense of any document, except recommendations and confidential transcripts. No documents shall be removed from the District Office except copies as indicated above.

ARTICLE V - GRIEVANCE PROCEDURE:

Section 1- A grievance is a claim by a Teacher Aide, or the Union, alleging a violation of a specific provision of this agreement.

Section 2- Nothing herein contained will be construed as limiting the right of any Teacher Aide having a grievance to discuss the matter informally with any appropriate member of the Administration.

Section 3- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

Level One - A Teacher Aide with a grievance shall, within thirty (30) days of when the Teacher Aide knew or should have known of the grievance, discuss it directly with the principal with the objective of resolving the matter informally. The Teacher Aide may have a Union representative present if he/she wishes.

Level Two - If the aggrieved person is not satisfied with the disposition of his/her grievance at level one or if no decision has been rendered within five (5) school

days after he/she has discussed the grievance with the principal, a written grievance may be filed in writing with the Superintendent. Within five (5) school days after receiving the written grievance, the Superintendent will meet with the aggrieved person and a representative of the Union, for the purpose of resolving the grievance.

Level Three - If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered within five (5) school days after meeting with the Superintendent, the grievance maybe filed in writing with the Board. Within five (5) school days of the next scheduled Board meeting, after receiving the written grievance, the Board will issue a decision with respect to the grievance.

Level Four - If the aggrieved person is not satisfied with the disposition of his/her grievance at level three or if no decision has been rendered in accordance with Level Three, he/she may submit the grievance to advisory arbitration with the approval of the Union.

With five (5) school days after such request for arbitration the parties in interest shall request an Arbitrator of the American Arbitration Association in keeping with the rules of their Voluntary Labor Panels.

The Arbitrator shall hear the case promptly and issue a decision not later than thirty (30) days, if possible, from the date of his/her arrival. The decision will be advisory on both parties.

The Arbitrator shall have no power or authority to make any decision which is in violation of law or which is in violation of this Agreement.

Section 4 - No reprisals of any kind will be taken by the Board or by any member of the Administration against any party in interest, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

Section 5 - All documents, communication, and records dealing with the processing of a grievance will be filed separately from the personal files of the employees.

ARTICLE VI -TEACHER AIDE PROTECTION:

Teacher Aides will report in writing as soon as possible all cases of assault suffered by them in connection with their employment to the Principal.

This report will be forwarded by the Principal to the Superintendent. He/she shall request compliance by the Board to any reasonable request from the Teacher Aide for information in the Board's possession relating to the incident or the persons involved. The Board will act as required by law.

ARTICLE VII - COPIES OF THE AGREEMENT

Copies of this agreement shall be reproduced by the Board and a copy given to each Teacher Aide no later than thirty (30) school days after the agreement has been executed by both parties. Additional copies will be provided to each new Teacher Aide as hired.

ARTICLE VIII - LEAVE OF ABSENCE:

Section 1- Sick Leave

All Teacher Aides shall be granted one (1) sick day per month worked to a maximum of ten (10) days sick leave per year, cumulative to fifty (50) days, for personal illness or injury, and for which no deduction in salary shall be made. There shall no limit as to the number of days which may be carried over from one year to the next until the maximum of fifty (50) is reached. Sick days shall be for use only.

Section 3- Personal Leave

One personal business day per year shall be granted upon good cause shown and upon the approval of the Superintendent of Schools for important business which can be transacted only when school is in session. Such days shall be deducted from accumulated sick leave days. The applicant shall submit his/her request at least one (1) week in advance of said leave. Notice may be waived by the Superintendent in cases of emergency.

ARTICLE IX - HEALTH INSURANCE

All full-time Teacher Aides shall be permitted to enroll in the East End Health Plan at their own expense. After three years of full-time employment in the District as a Teacher Aide,

the District shall pay 25% of the cost of the premium for individual coverage; after five years, the District shall pay 35% of the premium for individual coverage; after eight years, the District shall pay 50% of the premium for individual coverage. The employee may elect to have the dollar amount of the premium for individual coverage applied to family coverage.

ARTICLE X – SALARY:

Teacher Aides will be paid according to following salary schedule:

2004-05 - \$14.56/hour
2005-06 - \$15.14/hour
2006-07 - \$15.75/hour

ARTICLE XI – STRIKES AND LOCKOUTS

A. During the term of this Agreement there shall be no stoppage of work, lockout, or strike.

B. Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of law.

ARTICLE XII – LEGALITY OF PROVISIONS

Should any provision or provisions of this Agreement, or any application thereof, become unlawful, the other provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XIII – TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 XIV – COMPLETE AGREEMENT

This Contract is the complete and exclusive Agreement governing the relationship of the parties for its duration. Any amendments or modifications to this Agreement must be mutually agreed upon by the parties.

ARTICLE XV – TERM OF AGREEMENT

The term of this Agreement shall be three (3) years from July 1, 2004 to June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of SEP, 2006.

Dated: 10/18/06

SOUTHAMPTON UNION FREE
SCHOOL DISTRICT

BY: [Signature]
Dr. Linda Bruno
Superintendent of Schools

Dated: 10/18/06

BY: [Signature]
Sandra Klemuk
President, Board of Education

Dated: 9.21.06

UNITED PUBLIC SERVICE
EMPLOYEES UNION

BY: [Signature]
Kevin Boyle

Dated: 9/29/06

[Signature]
Peggy Clarke, President

