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Contract Database Metadata Elements

Title: **Southampton Union Free School District and Security Unit, United Public Service Employees Union (UPSEU), (2004) (MOA)**

Employer Name: **Southampton Union Free School District**

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

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

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PS 019638

SOUTHAMPTON UNION FREE SCHOOL DISTRICT

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

SECURITY UNIT

July 1, 2004 – June 30, 2007

RECEIVED

JAN 21 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent, for its full and part-time School Safety Officer employees.

ARTICLE II 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 employee 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 discounted.

(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 or 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 III EMPLOYMENT CONDITIONS

A. All employees shall be of good moral character and must meet physical and health requirements necessary to enable them to be efficient employees.

ARTICLE IV WAGES

The wages for the term of this Agreement are set forth in Schedule "A" and are hereby made part hereof.

ARTICLE V HOURS AND WORK WEEK

A. All full time employees shall work a five day week, forty (40) hours per week, consisting of eight (8) hours per day.

B. No part -time employee is to be regularly assigned a daily shift which is less than three (3) hours.

C. All employees working over four (4) hours shall receive a one-half (½) hour lunch break.

**ARTICLE VI
OVERTIME**

- A. All overtime must be authorized by the District, which does not guarantee that there shall be any.
- B. Overtime shall be paid at the rate of time and one half and shall be computed on a daily and weekly basis, after eight (8) hours per day.

**ARTICLE VII
SICK LEAVE**

Full-time School Safety Officers shall be entitled to one (1) sick day per month worked with a maximum accrual of one hundred (100) days. Upon separation from service for reasons other than discipline or avoidance of discipline, the District shall pay one (1) day for four (4) days of accumulated sick leave for full-time School Safety Officers only.

Part-time School Safety Officers shall be entitled to one-half (1/2) sick day per month worked with a maximum accumulation of fifty (50) days. Payment for unused accumulated sick leave is not applicable to part-time School Safety Officers.

**ARTICLE VIII
LEAVE OF ABSENCE**

Employees may request a leave of absence without pay from the Board of Education. Such leave requests are subject to the approval of the Board of Education in their discretion. Such approval shall not be unreasonably withheld. This leave shall be limited for six (6) months, unless otherwise provided. This leave will be without pay and benefits, but will not result in loss of seniority.

**ARTICLE X
BEREAVEMENT LEAVE**

Employees shall be entitled to paid leave in the event of the death of a family members. In the event of the death of an employee's parent, spouse, or child, the employee shall be entitled to up to five (5) paid leave days. In the event of the death of an employee's brother or sister, the employee shall be entitled to up to four (4) paid leave days. In the event of the death of any employee's grandparent, grandchild, uncle/aunt, niece/nephew, cousin, parent-in-law, or child-in-law, an employee shall be entitled to up the two (2) paid leave days.

**ARTICLE XI
JURY DUTY**

Unit members will be paid for their regularly scheduled hours during absence from employment by reason of jury service. All employees must notify his/her 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 notification and 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 XII
PERSONAL DAY**

Two (2) personal business days per year should be granted to full time employees upon good cause shown and with the approval of the Superintendent of Schools.

**ARTICLE XIV
VACATION**

Full time unit members shall be entitled to one (1) week vacation after one (1) year of service and two (2) weeks of vacation after three (3) years of service.

**ARTICLE XV
HEALTH AND WELFARE**

All School Safety Officers (full and part-time) will immediately be permitted to enroll in the East End Health Plan at their own expense. After three (3) years of full time employment in the District as a School Safety Officer, the District will pay twenty-five percent (25%) of the cost of individual health insurance premiums for individual coverage; after five (5) years of full time employment in the District, the District will pay thirty-five percent (35%) of the cost of individual health insurance coverage; after eight (8) years of full time employment, the District will pay fifty percent (50%) of the cost of individual health insurance coverage. The dollar amount contributed towards individual health premiums will be paid towards the cost of family health insurance for the School Safety Officer who elects family health insurance. For example, if the District contributes one thousand five hundred dollars (\$1,500.00) towards individual health insurance and a School Safety Officer elects to purchase family health insurance, the District will pay one thousand five hundred dollars (\$1,500.00) towards the cost of family health coverage.

**ARTICLE XVI
UNIFORMS**

- A. Upon Board appointment the District shall supply five (5) shirts for all employees.
- B. The District shall provide jackets with the school district logo for each security employee. Said jackets shall be replaced on an as needed basis.

**ARTICLE XVIII
GENERAL CLAUSES**

A. Personal Vehicle Use

Employees who are required to use their personal vehicle during work shall receive reimbursement for all miles driven at the in effect IRS rate. Use of personal vehicle must be approved in advance by the District.

B. No Discrimination

There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin, disability or Union Membership.

**ARTICLE XIX
GRIEVANCE PROCEDURES**

- A. Rules and Regulations which govern the personal standards of conduct of employees within the school premises shall be uniform District-wide.
- B. (1) "Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Contract, or of applicable existing law, rule procedures, regulations administrative orders or work rules which relate to, or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision or employees, as defined in the General Municipal Law.

(2) A grievance shall be initiated at the first step within 30 days after the act or condition occurs, or within 30 days after the employee becomes aware of the act or condition upon which the grievance is based.

C. PROCEDURE

STEP 1: Any grievance under this Agreement between an employee or employees and the District shall be settled in the first instance by the employee involved, and his Union representative, with the Director of Facilities. The grievance submitted to the Director of Facilities orally, shall be answered by the Director of Facilities orally within five (5) working days from the time the grievance was received.

STEP 2: In the event that the grievance was not satisfactorily adjusted under Step 1, the Union may, within five (5) working days from the date of answer, take up such grievance with the Assistant Superintendent for Business or her designee, who shall not have been the person taking the action complained of. Union-District or District-Union grievances under this Agreement may be entered under Step 2. The Assistant Superintendent for Business or her designee, or the union as the case may be, after informal hearing at which each side may appear and present oral or written statements or arguments shall answer in writing, within five (5) working days of the hearing.

STEP 3: A grievance which is not satisfactorily adjusted as a result of said hearing, may within ten (10) working days of the written answer, be submitted to the Superintendent of Schools, who shall answer said grievances within ten (10) working days after its presentation.

STEP 4: If the grievance which is not resolved at Step 3, or, if no decision has been rendered within fifteen (15) days of receipt of the grievance by the Superintendent of Schools, the aggrieved party, may submit the grievance to the Board of Education. The decision of the Board shall be issued within ten (10) days and shall be final and binding.

**ARTICLE XX
SUBCONTRACTING**

The District retains the right to subcontract any of the work performed by the School Safety Officers upon three (3) months prior notice to the union.

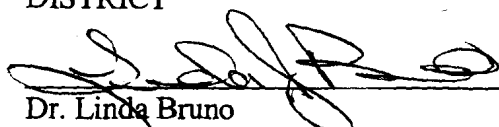
**ARTICLE XXI
TAYLOR LAW**

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

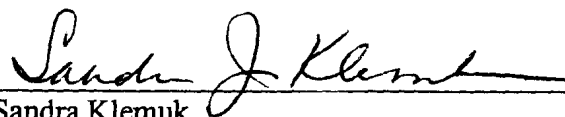
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the last date below.

Dated: 3/5, 2007

SOUTHAMPTON UNION FREE SCHOOL DISTRICT

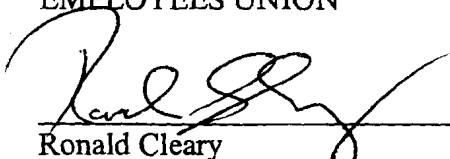
BY: 
Dr. Linda Bruno
Superintendent of Schools

Dated: 3/6, 2007

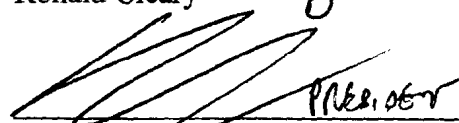
BY: 
Sandra Klemuk
President, Board of Education

Dated: _____, 2007

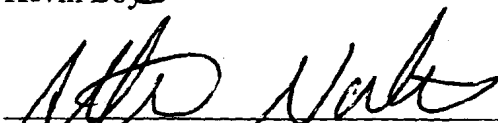
UNITED PUBLIC SERVICE
EMPLOYEES UNION

BY: 
Ronald Cleary

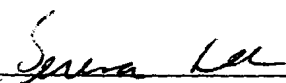
Dated: 2/26, 2007

BY: 
Kevin Boyle

Dated: 3/5, 2007

BY: 
Arthur A. Nation

Dated: 3/5/07, 2007

BY: 
Serena Lee

APPENDIX "A"
SALARY SCHEDULE

<u>Year</u>	<u>Hourly Wage</u>
2004-2005	\$14.50
2005-2006	\$15.50
2006-2007	\$16.50

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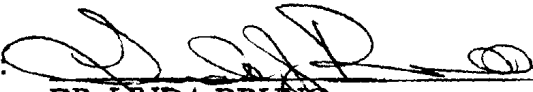
MEMORANDUM OF AGREEMENT

Annexed hereto is a draft contract between the Southampton Union Free School and the United Public Service Employees Union, Security Unit, which represents the agreement reached between the Security Unit and the District Negotiating Teams. This Memorandum of Agreement, and the draft contract annexed hereto shall be subject to ratification by the Board of Education and the membership of the unit. The parties respective negotiating teams agree to recommend such ratification to their principals.

IN WITNESS WHEREOF, the parties hereto accept their hands and seals this 31 day of January, 2007.

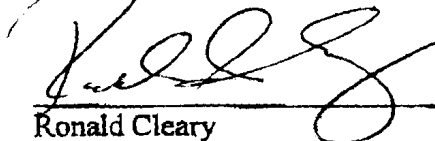
SOUTHAMPTON UNION FREE
SCHOOL DISTRICT

Dated: 2/1/07, 2007

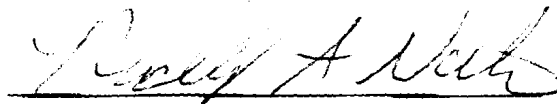
BY: 
DR. LINDA BRUNO
Superintendent of Schools

UNITED PUBLIC SERVICE
EMPLOYEES UNION,
SECURITY UNIT

Dated: 1/31/07, 2007

BY: 
Ronald Cleary

Dated: 1-31-07, 2007

BY: 

Dated: 1-31-07, 2007

BY: 