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Contract Database Metadata Elements

Title: **Smithtown Central School District and Smithtown Security Guard Association (2004)**

Employer Name: **Smithtown Central School District**

Union: **Smithtown Security Guard Association**

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SG 19237

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**THE SMITHTOWN SECURITY GUARD
ASSOCIATION**

and

**THE SMITHTOWN CENTRAL
SCHOOL DISTRICT**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 11 2010

ADMINISTRATION

September 30, 2004 - June 30, 2009

80

Preamble:

This Agreement made this 29th day of November, 2007 by and between the Smithtown Security Guards Association ("SSGA") and the Smithtown Central School District ("District") covering the period September 30, 2004 up to and including June 30, 2009 has been made in accordance with the provisions of the Public Employees' Fair Employment Act ("Taylor Law" or "Act")

Article I: Recognition clause:

The Smithtown Central School District ("District") in accordance with Civil Service Law, Article XIV, hereby recognizes the Smithtown Security Guards Association ("SSGA") as the exclusive representative for all employees defined by Certification Order C-5401 on September 30, 2004, who are assigned to perform security duties including but not limited to the title of guard, security guard, security aide, except for the titles of Senior Security Guard and Director of Security. All other employees are excluded. This recognition hereby amends the Certification and Order to Negotiate (C-5401) issued by the Public Employment Relations Board on September 30, 2004, with regard to the modification of the name of the employee organization from the Smithtown Security Employees Association ("SSEA") to the Smithtown Security Guards Association ("SSGA").

Article II: Payroll Deduction:

1. Dues:

Upon submission of written authorization, the District shall deduct membership dues from the paycheck of members of the SSGA. The SSGA shall advise the District of the appropriate amount of deductions.

2. Agency Shop Fee:

- i. The Board agrees to deduct an equivalent agency shop fee for all employees who are not members of the SSGA so long as the SSGA has established and maintains a procedure for the refund of any portion of an agency shop fee deduction of that member's pro-rata share of expenditures by SSGA in activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- ii. The SSGA agrees to hold and save harmless the District from any and all losses, expenses, damages, costs, and attorney fees that may accrue as a result of the forgoing provisions of this Article, by reason of action, suit or proceeding before any administrative body or judicial or quasi-judicial body or before any arbitrator by any person covered by this Agreement or in his or her behalf involving or in any way relating to the implementation of the agency shop fee deduction provision hereinabove set forth.

3. Additional Deductions:

Upon submission of voluntary written authorization, the District hereby agrees make deductions to NYSUT Vote/Cope and the employee's IRC §403-b plan carrier/administrator, provided such carrier/administrator has been authorized by

B. Complaints/Personnel File:

1. There shall be one official personnel file maintained by the District. Except for routine reporting forms, no item shall be placed in an employee's personnel file without the employee's prior knowledge of its insertion. The employee will be given the opportunity sign the document prior to its insertion, such signature indicating knowledge of the existence of the document, but not necessarily the employee's agreement with the contents of it. The employee shall have the right to submit a letter of rebuttal to any aspect of such letter. The rebuttal shall be placed in the personnel file and attached to the initial memorandum.
2. The District shall notify an employee of any complaint made against them by a student, parent, employee or other party, as soon as possible.
3. The District shall not engage in any investigation or interview of any employee regarding that employee's job performance that may result in disciplinary action without advising the employee of the nature of the interview and without the presence of an Association representative, provided such information is requested by the employee.

C. Seniority:

1. The following rules shall apply for determining a full-time employee's seniority date.
2. Seniority shall be defined as the first date of employment with the District.
3. These procedures shall comply with applicable New York State Military Law leave requirements.
4. Unless listed otherwise, this definition for seniority shall be controlling for all provisions in which seniority is mentioned.
5. The official seniority list shall be published and distributed on September 1 of each year.

D. Reduction in Force:

In the event of a reduction in force due to budgetary concerns or program reorganization, employees shall be laid off in order of reverse seniority. Prior to any layoffs the seniority list shall be updated and shared with the SSGA for review.

In the event that such a reduction is necessary every effort will be made to arrange for the employee to receive 35 hours of work each week.

Article VII: Working Conditions

A. Promotional opportunities and voluntary transfers:

1. All new and/or vacant full-time positions shall be posted conspicuously in the District. The posting shall include a description of duties required for that specific assignment.
2. Full-time unit members may apply to transfer to vacant unit positions. Upon submitting his or her application for a transfer the District shall consider the employee's District seniority together with the employee's work history and the District's operational needs in determining the employee's application for a transfer.
3. Part-time unit members may apply for appointments to vacant full-time positions. Upon submitting his or her application for appointment to a full-time position, the District shall consider the employee's District seniority together with the employee's work history and the District's operational needs in determining the employee's application for appointment to the full-time position.

B. Involuntary Transfers

Except for emergencies and temporary staffing needs (3 consecutive days or less), involuntary transfers consisting of building changes only, may be made with 5 working day's notice.

Article VIII: Fringe Benefits

A. Dental Insurance:

The District shall provide Dental insurance for all full-time unit employees and their dependents during active employment and throughout retirement, who are unable to receive Dental insurance from another source. The employee shall be responsible for 20% of the premium cost.

B. Other Insurance and Benefits:

The District shall provide an IRC §125 Flexible Benefits plan for all unit employees.

C. Retirement Benefits:

The District shall participate in the New York State and Local Government Employees Retirement System ("ERS") for those employees eligible to participate.

Article IX: Salary and Compensation

For 2004-05 the hourly rate is: \$15.00
For 2005-06 the hourly rate is: \$15.00
For 2006-07 the hourly rate is: \$16.00
For 2007-08 the hourly rate is: \$16.50
For 2008-09 the hourly rate is: \$17.00

Article X: Training and Certification:

- A. The District shall pay the full cost of any certification, training or continuing education programs required for employees by the District, Suffolk County or New York State.
- B. Employees shall be paid their regular salary, without charge to leave accruals, plus IRS mileage reimbursement (when applicable), when attending such courses and/or programs. In order to receive compensation during the training the employee must receive prior approval to attend the course or program. Such approval shall not be unreasonably withheld.
- C. Employees are required to wear uniforms while at work. The District is responsible for providing all appropriate uniforms. Appropriate outwear will be provided for employees assigned to work out-of-doors.

Article XI: Approved Leave Time:

A. Sick Days:

Full-time employees shall receive 5 sick days per year to utilize for their personal illness. If the employee uses more than three consecutive sick days the District may request that the employee provide a note from a physician.

B. Personal Leave:

Full time Employees shall receive 1 personal day per year.

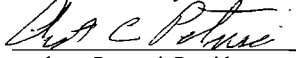
C. Holiday Pay:

- 1. Employees shall be paid their normal daily rate when not working on the 4 holidays established per the District calendar.
- 2. In the event an employee is assigned to work on one of these aforementioned days, he or she shall be paid double time.

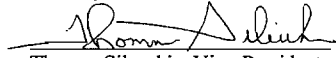
D. Bereavement Leave:

- 1. All full-time employees shall receive 5 days off with pay, without charge to any accruals for the death of spouse, child, step-child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, or grandchild.
- 2. Part-time employees will be paid for two consecutive scheduled work days that occur within a five-work day time period from the loss of the aforementioned family members. In order to receive such two days pay, the employee must have been scheduled for at least two days during the five workday time period.

For the Smithtown Security Guards Association:


By: 
Anthony Petrucci, President

November 29, 2007


Thomas Silecchia, Vice-President

November 29, 2007

For the Smithtown Central School District:

By: 
Edward Ehmann,
Superintendent of Schools

November 29, 2007

