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AGREEMENT

Between

NYACK UNION FREE SCHOOL DISTRICT

and the

**NYACK PROFESSIONAL SECURITY
PERSONNEL/NTA**

July 1, 2011 - June 30, 2015

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PREAMBLE

Agreement by and between the undersigned, Nyack Union Free School District (hereinafter the "District") and the Nyack Professional Security Personnel/NTA (hereinafter the "Union") wherein it is mutually agreed as follows:

ARTICLE I - RECOGNITION

The Nyack Union Free School District recognizes the Nyack Professional Security Personnel/NTA as the sole and exclusive bargaining representative for full-time and part-time security aides, excluding the supervisor of security aides and substitute security aides.

ARTICLE II - WORK WEEK

1. Work Week: The workweek for unit members shall be 40 hours per week, working 8 hours per day for full-time employees.
2. Lunch Hour: A lunch period of thirty (30) minutes shall be provided to unit members, exclusive of work hours. The lunch period shall be duty-free unless an emergency arises which requires a unit member's presence.
3. Overtime: Overtime for unit members shall be at time and one-half as set forth under the Fair Labor Standards Act. Said overtime will be paid pursuant to approved time sheets submitted by the security aides.

ARTICLE III - UNIFORMS

The District shall provide unit members with one (1) baseball hat per year, five (5) shirts every two (2) years and one (1) jacket or sweater every three years, which uniform shall identify the employee as security. In addition, the District will have available to unit members raingear, reflective vests and flashlights which shall remain District property.

ARTICLE IV – WAGES

- Year 1: Effective July 1, 2011, a 1.5% increase over base salary that was in effect for the 2010-11 school year.
- Year 2: Effective July 1, 2012, a 1.5% increase over base salary that was in effect for the 2011-12 school year.
- Year 3: Effective July 1, 2013, a 1.5% increase over base salary that was in effect for the 2012-13 school year.
- Year 4: Effective July 1, 2014, a 0% increase over base salary that was in effect for the 2013-14 school year.

The retroactive pay set forth above shall apply only to unit members who were regularly employed by the District during the applicable time period and who remain regularly employed by the District as of September 11, 2012.

Effective July 1, 2012, the salaries of the unit members shall be annualized based on 182 work days. If the work year exceeds 182 days, the parties will meet

to bargain adjustments in compensation.

ARTICLE V – FRINGE BENEFITS

1. Health Insurance: For full-time unit members, the District shall provide the New York State Health Insurance Program (“NYSHIP”). The District shall pay seventy percent (70%) of the premiums therefore for individual coverage for those unit members electing individual health insurance coverage by October 23, 2009. The District shall pay fifty percent (50%) of the premiums therefore for individual coverage and an additional thirty-five percent (35%) of the difference between the premiums for individual and family coverage for those unit members electing family health insurance coverage subsequent to October 23, 2009.
2. Life Insurance: The District shall provide full-time unit members with group life insurance in the total amount of \$10,000 for which the District shall pay the full premium.
3. Flexible Benefits Plan: The District shall provide unit members with a Flexible Benefit Plan per Internal Revenue Code Section 125 in order to allow employees to participate in the benefits offered on a “pre-tax” basis. The following benefits in the plan are: premium redirection plan, health care reimbursement account and dependent care reimbursement. Other benefits may be added upon mutual agreement by the District and the Union.

ARTICLE VI – PERSONAL ABSENCES

1. Sick Leave: Full-time unit members shall earn eight (8) sick days per year,

pro-rated monthly, and cumulative to twenty-four (24) days, to be used for personal illness or injury. For those unit members who are not full-time, but work at least twenty (20) hours per week, they shall earn three (3) sick days per year, pro-rated monthly, and which shall not be cumulative. An absence with extends beyond five (5) consecutive working days requires a physician's certificate.

2. Bereavement Leave: Unit members shall be granted three (3) days for the death of a parent, child, sibling, spouse, mother-in-law, father-in-law, grandparent, grandchild or domestic partner residing in the unit member's household as defined in NYSHIP regulations.

ARTICLE VII – SUPERINTENDENT CONFERENCE DAYS

As part of their 182 day work year, unit members shall be required to attend, at the discretion of the District, either one (1) Superintendent's Conference Day or two (2) half Superintendent's Conference Days per year.

ARTICLE VIII – DIRECT DEPOSIT

The District shall utilize a mandatory direct deposit payroll for all unit members.

ARTICLE IX – PAYROLL DEDUCTIONS

The District will provide payroll deductions for bargaining unit members for union dues, NYSUT member benefits and NYSUT VOTE/COPE. The Union will provide the appropriate form(s) for the deduction.

ARTICLE X – AGENCY FEE DEDUCTION

All employees covered by this Agreement shall have Union dues deducted from their paychecks using forms and procedures to be developed by the parties. Employees who choose not to join the Union shall pay an agency fee equivalent to Union dues and this agency fee shall be deducted from paychecks in the same manner as Union dues.

The Union shall certify to the District in writing the current rate of its membership dues. Any change in the rate of its membership dues shall be given to the District thirty (30) days prior to the effective date of such change. The total annual membership dues shall be deducted in twenty (20) equal installments beginning with the first scheduled pay period.

No later than two (2) weeks prior to the first scheduled paycheck, the Union shall provide the District with a list and the original signed dues authorization cards for those employees who have voluntarily authorized the District to deduct dues for the Union.

The Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The agency fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE XI – GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the District and its employees, the policy and purpose of this procedure is to provide for the settlement of differences through an orderly grievance procedure. Employees shall have the right to designate representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

Any dispute arising concerning the interpretation or application of the terms of this Agreement /or the rights claimed to exist thereunder shall be processed in accordance with the following procedure, except those terms set forth in the last sentence of the preceding paragraph shall not be subject to arbitration:

Step 1:

The employee orally and informally shall confer with his/her immediate supervisor.

Step 2:

If the grievance is not resolved to the satisfaction of the employee at the first step, the employee shall request a meeting with the supervisor of this department, and/or principal, provided that this has not been accomplished in the first step. Failure to bring grievance to this section within twenty (20) working days of the occurrence or act forming the basis for the grievance will result in the grievance being waived.

Step 3:

If the grievance is not resolved at the second step, the employee shall submit his grievance, in writing, to the Union Representative. If, in the opinion of the unit representative, the grievance is valid, a request in writing shall be made to the Assistant Superintendent or his/her designee for a review of the grievance. If his/her decision fails to resolve the grievance, or if no decision is rendered within ten (10) working days, a similar request for review shall be made to the Superintendent of Schools or his/her designee.

Step 4:

If the decision of the Superintendent of Schools or his/her designee fails to resolve the grievance, or if no decision is rendered within ten (10) working days, a petition shall be made to the Board of Education for a review and determination.

Step 5:

In the event that such dispute is not then disposed of within fifteen (15) working days, it shall be referred by either party to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such a matter to arbitration, then an appointment shall be made through the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted, and the remedy

awarded where the arbitrator finds a violation of the collective bargaining agreement. The arbitrator shall limit his decision strictly to the dispute as to the interpretation and or construction of the provisions of the Agreement and he shall be without power or authority to make any decision that is contrary to, inconsistent with, modifying or varying any way, the terms of the Agreement or of applicable law or rules or regulations having the force and effect of law.

The decision of the arbitrator will be accepted as final and binding by the parties to the dispute and both will abide by it.

It is understood that the cost of arbitration and the payment of the arbitrators shall be borne equally by the parties; the Nyack Union Free School District will not be responsible for salary payments to employees and/or witnesses in attendance at arbitration hearings.

ARTICLE XII – MILEAGE REIMBURSEMENT

Unit members shall be reimbursed at the District approved IRS rate for mileage driven in their privately owned vehicles in the performance of their duties.

ARTICLE XIII – MANAGEMENT RIGHTS

The District is charged by law to have in all respects, the superintendence, management and control of the District, subject to the provisions of this Agreement. With respect to personnel, the District shall have the right to assign and direct their work; transfer, demote, layoff, recall and discipline; and to subcontract and/or contract out work performed by the employees as set forth in

Article XIV of this Agreement. Except as expressly set forth herein, no provision of this Agreement is intended, nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the Education Law of the State of New York, NYS Civil Service Law or any other law or rule or regulation having the force or effect of law.

ARTICLE XIV – SUBCONTRACTING

In the event that union members are not available to perform their job duties and/or a particular assignment, the District has the right to utilize non-unit members to perform such duties and/or assignment.

ARTICLE XV – ZIPPER CLAUSE

It is agreed that this labor agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained.

ARTICLE XVI – SAVINGS CLAUSE

If any provision of this Agreement, or any application thereof, shall be contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XVII – LEGISLATIVE ACTION

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

ARTICLE XVIII - MISCELLANEOUS

1. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this contract.

2. If any provision of this Agreement, or any application thereof, shall be contrary to law then such provision or application shall not be deemed valid and binding except to the extent permitted by law but all other provisions or application shall continue in full force and effect.

ARTICLE XIX - DURATION

This agreement shall be effective for the period of July 1, 2011 through June 30, 2015.

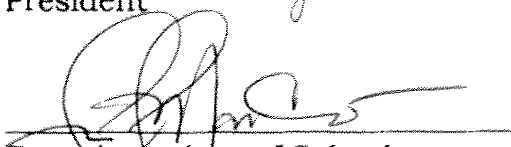
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