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Contract Database Metadata Elements

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

Local:

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AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

***BAY SHORE SECURITY EMPLOYEES
UNIT***

of the

***BAY SHORE UNION FREE SCHOOL
DISTRICT***

July 1, 2009- June 30, 2014

BAY SHORE UNION FREE SCHOOL DISTRICT
-and-
BAY SHORE SECURITY EMPLOYEES UNIT

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**ARTICLE ONE
GENERAL PROVISIONS**

AGREEMENT made and entered into this 25TH day of March, 2010, by and between the BAY SHORE UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, BAY SHORE, NEW YORK (hereinafter referred to as the "District") and the BAY SHORE SECURITY EMPLOYEES UNIT (hereinafter referred to as the "Union"):

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

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

B. SEVERANCE, LIMITATION, AND SUPERSEDURE

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

2. Where the provisions of this Agreement are in conflict with any other District determination, the provisions of the Agreement shall be controlling.

If there are terms and conditions of employment not covered by the Agreement, such shall continue to be subject to the District's authority and control under applicable legislative enactment.

3. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, that this Agreement constitutes the entire Agreement of the parties, and therefore, the parties agree that no additional negotiations of this Agreement shall be conducted on any item, whether contained herein or not, except by mutual consent."

C. TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2009 and shall continue in full force until June 30, 2014.

SECTION II. RECOGNITION

The Board of Education of the Bay Shore Union Free School District, in accordance with the provisions of Article 14, Section 204 of the Civil Service Law, grants exclusive recognition to United Public Service Employees Union as the representative of the Bay Shore Security Employees Unit consisting of all full-time security guards and regularly scheduled part-time guards exclusive of casual and per diem guards. Recognition is based on the pledge that the union employees may not participate in strike action against the School District.

SECTION III. LEGISLATIVE APPROVAL

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

ARTICLE TWO UNION BENEFITS

SECTION I. DUES DEDUCTION/AGENCY FEE

United Public Service Employees Union (UPSEU) shall have exclusive rights to payroll deductions or dues and agency shop fee deductions for all employees covered by this agreement. Such dues and/or agency shop fees shall be remitted to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 on a payroll period basis for each employee who has either completed and signed a deduction authorization card or is an agency shop fee payer. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the United Public Service Employees Union. The Board of Education shall, following each pay period, deduct such dues or agency fees from bargaining unit members' paychecks and transmit the amounts so deducted to the United Public Service Employees Union.

The Union shall be obligated to create and maintain a fully legal and adequate refund procedure.

The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, that shall arise out of or by reason of actions taken or not taken by the District for the purposes of this Article.

SECTION II. BULLETIN

The Union may use District bulletin boards designated for employee use for the posting of Union information.

SECTION III. USE OF DISTRICT PROPERTY

Provided that the Union abides by rules and procedures for use of facilities, the Union may use District premises for official union business.

**ARTICLE THREE
MEMBER'S BENEFITS**

SECTION I. NOTIFICATION OF VACANCY

All vacancies shall be posted before being filled and seniority shall be a consideration.

SECTION II. SENIORITY

Seniority is defined as length of actual service to the District, except for unpaid, authorized leaves of absence.

SECTION III. LAYOFF

In the event of a lay-off or reduction in force, part-time employees must be laid-off first before any full-time guards are laid off.

SECTION IV. HEALTH INSURANCE

Unit members who are working six (6) or more hours per day are eligible for participation in the District's health insurance plan. During active service, the District shall assume eighty-five (85%) percent of the cost of the family or individual premium for those unit members covered under the District's health insurance program.

~~Effective July 1, 2013, the District shall assume eighty-four (84%) percent of the cost of the family or individual premium for those unit members covered under the District's health insurance program.~~

Unit members are not eligible for health insurance coverage provided by the District if the unit member has a spouse receiving coverage in a District provided plan. In lieu of

coverage, these unit members shall receive a lump sum of \$750. Further, unit members who have spouse-based coverage in a non-District plan shall have the choice to opt out of the District's plan in exchange for a lump sum payment each year by the District of \$750.

A. Dual Coverage: Members of the unit whose health insurance coverage availability derives from a spouse's coverage shall be paid annually the sum of \$750, on or about December 15 of each year. Should it become necessary for the member to re-enroll in the health insurance plan due to unavailability of coverage under his/her spouse's plan, the District shall permit such re-enrollment and the member shall be charged back a pro-rata portion of the above referenced \$750, if the sum has been paid. Said pro-rata charge back shall be at the rate of \$62.50 per month, calculated from July 1 to the date of re-enrollment. Should the member leave the District prior to June 30, then the District shall be entitled to recovery of the pro-rata portion of the \$750 for the amount of the year the member was not entitled to health insurance coverage.

Members of the unit shall have the option of having the premium amounts established under the District's health plan applied to HIP of Greater New York.

B. Retirees: For unit members who retire, the District shall only be responsible for paying the statutory minimum contributions permitted by law into retirement.

SECTION V. SICK DAYS

Four (4) sick days with unlimited accumulation for personal illness shall be earned annually by unit members.

Effective July 1, 2008, five (5) sick days with unlimited accumulation for personal illness shall be earned annually by unit members.

SECTION VI. PERSONAL DAYS

One (1) personal day to be used to conduct personal business that cannot be scheduled at times other than working hours such as required court appearance, house closing, will signing, etc., or for religious observance, or for state or national holiday with prior approval of supervisor shall be earned annually by unit members.

Effective July 1, 2005, two (2) personal days to be used to conduct personal business that cannot be scheduled at times other than working hours such as required court appearance, house closing, will signing, etc., or for religious observance, or for state or national holiday with prior approval of supervisor shall be earned annually by unit members.

Personal days not used are converted to sick days.

SECTION VII. BEREAVEMENT

Five (5) bereavement days for death in immediate family defined as parent, spouse, child, sister and brother and blood relative whose permanent residence is that of unit member will be provided annually.

SECTION VIII. HOLIDAYS

Effective July 1, 2009, the following holidays shall be provided to unit members:

Thanksgiving Day
Christmas

Effective July 1, 2010, the following additional holiday shall be provided to unit members:

New Years Day

Effective July 1, 2011, the following additional holiday shall be provided to unit members:

Memorial Day

Effective July 1, 2012, the following additional holiday shall be provided to unit members:

Good Friday

SECTION IX. SNOW DAYS

In the event that the District is closed by declaration of the Superintendent of Schools due to inclement weather, the unit member shall be paid for said days up to a maximum of two (2) days in each school year.

SECTION X. INCLEMENT WEATHER

In the event that the Superintendent elects to close school on the day pre-designated on the school calendar as an unused inclement weather day, unit members scheduled to work on the unused inclement weather day shall be paid for that one (1) day. It is understood and agreed by Union that in the event that there is a scheduled event or activity on the inclement weather day, the District shall be free to exclusively utilize part-

time and/or substitute guards to cover the event or activity. No overtime shall be paid to unit members for work on this day.

SECTION XI. SPECIAL EQUIPMENT

The District shall supply unit members with cones, flashlights and first aid kits or other equipment deemed by the District to be necessary for the performance of the guard's duties.

SECTION XII. UNIFORMS

The District shall provide each unit member with uniforms consisting of four (4) shirts and three (3) pants, and jacket, as appropriate, and shall replace said uniforms on an as-needed basis as determined by the District, or if destroyed during employment.

Unit members shall wear the uniform designated by the District, which shall include black slacks, black shoes (except if other shoes required medically), black dress socks and gray blazers at designated District functions. Depending on weather, unit members may wear yellow or black windbreaker as directed by supervisor.

SECTION XIII. JOB TRAINING

The District shall pay for any mandated job training.

SECTION XIV. MILEAGE

If a unit member is required to use his/her vehicle at the direction of his/her supervisor, he/she shall be reimbursed on the same basis as other District personnel for mileage.

SECTION XV. COFFEE BREAK

Two ten (10) minute breaks will be provided daily for all full-time guards.

ARTICLE FOUR GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as a claimed violation of a specific provision of this Agreement. A grievance may only be brought by the employee or the employee after consultation with the Union.

B. Stage One: Any grievance brought forth by an employee of the Union must first be discussed with the bargaining unit's supervisor. If not resolved at this stage after ten (10)

days, the grievance, at the sole discretion of the Union, can be brought to Stage Two. The employee shall file with the grievance a signed copy of the grievance consultation letter annexed as "Exhibit A" to this contract.

C. Stage Two: The Union files a written complaint with the Assistant Superintendent for Personnel no more than twenty (20) calendar days following the occurrence giving rise to the grievance, or within twenty (20) days of when the employee should have known of such occurrence. Time shall be of the essence with respect to such twenty (20) day period, and failure to comply with such time limits shall result in the grievance being waived. The Assistant Superintendent shall respond in writing to the grievance within ten (10) days of its receipt by him or her.

D. Stage Three: If the grievance is denied, the grievance may be appealed by the Union to the Superintendent within twenty (20) days of receipt of the denial by the Assistant Superintendent. Such appeal shall be in writing, state the reason therefore, and be served upon the Superintendent within said twenty (20) calendar day period. Failure to strictly comply with the time requirement in this paragraph shall result in the right to appeal being waived.

The Superintendent shall, within ten (10) days, either deny the appeal from the level one grievance or sustain the appeal in writing.

E. Stage Four: If the grievance is denied by the Superintendent, the Union shall have the sole right, within thirty (30) days, to appeal said grievance to the full Board of Education whose decision shall be final and binding on both the District and the Union. The Board of Education shall render its decision in writing within ten (10) days.

Nothing herein shall prevent the bargaining agent or employee from informally discussing the subject matter of his/her grievance with his/her immediate supervisor, the Assistant Superintendent, or other administrators, provided, however, that such informal discussion shall not be employed to extend any limitations periods contained in this article, except by mutual agreement.

ARTICLE FIVE WAGES

SECTION I. WAGE INCREASES

Hourly wages are set forth in Salary Schedule 1, attached hereto.

SECTION II. WAGE STEP PLACEMENT

The District shall have the right to place a new hire on any step on the salary schedule and shall notify the Union of said step.


ARTICLE SIX
AGREEMENT

IN WITNESS WHEREOF, the above Agreement has been made and executed the day and year first above written pursuant to the resolution of the Board of Education adopted December 16, 2009, and pursuant to ratification by the members of the Union on or about November 12, 2009.

BAY SHORE UNION FREE
DISTRICT

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By:


Superintendent of Schools

By:


President KEVIN E ROYLE JR.

EXHIBIT A

To: _____, Assistant Superintendent

From: _____, United Public Service Employees Union

Date:

In accordance with the grievance procedure of the collective bargaining agreement between the Bay Shore Union Free School District and the United Public Service Employees Union, the employee _____ has consulted with the union concerning the subject and filing of his/her grievance.

SALARY SCHEDULE 1

Year 1: July 1, 2009 – June 30, 2010	1%
Step 1	\$16.27/ hour
Step 2	\$17.43/ hour
Step 3	\$18.78/ hour
Senior Guard	\$20.10/ hour

Year 2: July 1, 2010 – June 30, 2011	2.85%
Step 1	\$16.73/ hour
Step 2	\$17.93/ hour
Step 3	\$19.31/ hour
Senior Guard	\$20.67/ hour

Year 3: July 1, 2011 – June 30, 2012	3.25%
Step 1	\$17.28/ hour
Step 2	\$18.51/ hour
Step 3	\$19.94/ hour
Senior Guard	\$21.34/ hour

Year 4: July 1, 2012 – June 30, 2013	3.75%
Step 1	\$17.93/ hour
Step 2	\$19.21/ hour
Step 3	\$20.69/ hour
Senior Guard	\$22.14/ hour

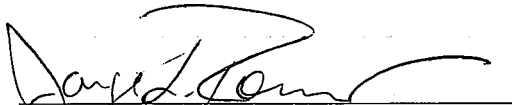
Year 5: July 1, 2013 – June 30, 2014	3.90%
Step 1	\$18.63/ hour
Step 2	\$19.96/ hour
Step 3	\$21.49/ hour
Senior Guard	\$23.01/ hour

GUARD & SENIOR GUARD SALARY SCHEDULE


<u>Position</u>	<u>Step</u>	<u>1.00%</u> <u>2009-10</u>	<u>2.85%</u> <u>2010-11</u>	<u>3.25%</u> <u>2011-12</u>	<u>3.75%</u> <u>2012-13</u>	<u>3.90%</u> <u>2013-14</u>
Guard	1	16.27	16.73	17.28	17.93	18.63
Guard	2	17.43	17.93	18.51	19.21	19.96
Guard	3	18.78	19.31	19.94	20.69	21.49
Senior Guard	-	20.10	20.67	21.34	22.14	23.01

AGREEMENT

There has been some confusion as to whether payment should be made to the guards for May 25 under the Security Employees' Collective Bargaining Agreement. Given that this issue has not arisen before, and to avoid the filing of grievances, the District agrees to pay workers for May 25, 2007. It is acknowledged that payment is not required under the CBA and will not be paid in the future, should a similar situation occur.



Security Employees



Evelyn B. Holman
Superintendent of Schools