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Union: **Southampton Teachers Association of School Monitors**

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Southampton Ufsd And Southampton
Teachers Assn (Monitors)

AGREEMENT BETWEEN

SOUTHAMPTON UNION FREE SCHOOL DISTRICT

and

SOUTHAMPTON TEACHERS ASSOCIATION OF SCHOOL MONITORS

JULY 1, 2002 -JUNE 30, 2005

RECEIVED

FEB 09 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement made by and between the Board of Education of the Southampton U.F.S.D. (hereinafter referred to as the "Board") and the Southampton Teachers Association of School Monitors (hereinafter referred to as the "Association").

ARTICLE I -RECOGNITION

The Board recognizes the Association as the exclusive representative of all Monitors employed by the Board for the maximum period provided by law.

ARTICLE II -DURATION

This Agreement covers the period commencing July 1, 2002 and ending on June 30, 2005.

ARTICLE III -NEGOTIATIONS PROCEDURE

1. By January 15, 2005, either party may notify the other of its intention to negotiate a successor Agreement. Failing such notification, the terms and conditions set forth in this Agreement will continue for another year.
2. Once notification has been given, negotiations will commence within one month.

ARTICLE IV -GRIEVANCE PROCEDURE

1. A grievance is a claim by a member based upon an event or condition which affects the meaning or application of the provisions of this Agreement. A grievance shall be filed in writing at Level One no later than 30 calendar days from the date the grievance arises.
2. a) **Level One:** A grievant will first discuss the matter directly with the immediate supervisor with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of the grievance, or has received no decision within five school days, the grievance may be submitted, in writing, to the immediate supervisor. The immediate supervisor shall respond in writing within five school days after receipt of the written grievance.
- b) **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five school days after submission to the immediate supervisor, the grievance may be appealed, in writing, to the Superintendent. The Superintendent will

meet with the grievant within ten school days and shall render a decision within 20 school days after the meeting.

- c) **Level Three:** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 20 school days after meeting with the Superintendent, the grievance may be appealed to the Board. The Board will meet with the grievant within 20 school days and shall render a written decision within 20 school days after the meeting.
3. 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 Association or any other participant in the grievance procedure by reason of such participation.

ARTICLE V -ASSOCIATION RIGHTS

1. The District policy book will be available in the library of each school building.
2. The Association may use designated areas of school buildings for meetings or other functions with the approval of the Business Administrator, after filling out the proper forms.
3. The Association shall have the right to post notices concerning the activities of the Association on bulletin boards designated by the administration.

ARTICLE VI -PAYROLL DEDUCTIONS

Whenever duly authorized by any member of the Association, payroll deductions shall be made for dues to the Association. Deductions shall begin by the first payroll period in October and continue for a total of ten payroll periods. The monies so collected shall be transmitted promptly to the Association.

ARTICLE VII -WORK DAY AND WORK YEAR

1. All schedules shall be assigned by the administration.
2. For Monitors employed prior to September 4, 1979, the normal daily work schedule shall be no less than three-and-one-half consecutive hours, nor more than six-and-one-half consecutive hours.

3. Monitors working six-and-one-half hours or more will receive two daily breaks, one of 30 consecutive minutes and one of 15 consecutive minutes. Monitors working four hours or more in a workday will receive one break of 15 consecutive minutes.
4. The normal work year shall be from the day following Labor Day through the last day of school, in accordance with the school calendar.
5. On days when school is closed early, Monitors will receive their full regular daily pay.
6. All Monitors interested in summer employment may submit their names to the Superintendent or his designee. Currently employed Monitors will be given preference for any available summer employment where qualifications are equal.

ARTICLE VIII -LEAVES OF ABSENCE

1. Full-time Monitors (6 and 1/2 hours per day) are entitled to ten leave days each year for personal and family illness. In addition, full-time Monitors are entitled to two leave days for personal business. Monitors may take paid personal days or time off for matters that cannot be handled other than during their regularly scheduled shift, including, but not limited to house closings, court appearances, graduation ceremonies, IRS audits, personal and/or family emergencies. Monitors shall, except in the case of an unforeseen personal or family emergency, provide the Business Administrator of the District with five days notice, in writing, of the personal day. In the event of a personal or family emergency, the Monitor shall give as much notice as is practicable. Evening and night shift Monitors taking personal time shall return to work, if possible, after the end of the event which gave rise to the personal time, and such Monitors shall notify their supervisors of their anticipated time of return.
2. Part-time Monitors are entitled to six sick days and two personal days on the terms outlined in the paragraph above.
3. For full-time Monitors, unused sick leave and personal leave days shall accumulate to a maximum of 150 days. Part-time Monitors may accumulate unused sick and personal leave to a maximum of 100 days.
4. Each Monitor who retires and has accumulated 100 sick days or more shall receive 25% of daily average pay for five years for accumulated sick days up to a maximum of \$2,500. However, those monitors who reach age 55 and have 20 years of service during the life of this contract shall not be subject to the 100 day accumulation requirement.

5. All regular employees may request an unpaid child care leave of up to one year by application to the Superintendent. Eligibility for a leave that extends for a period not exceeding that provided by applicable law shall be determined in accordance with applicable law. Eligibility for a period beyond that required by applicable law shall be determined in the discretion of the Superintendent.
6. All regular employees, who after formal request, citing good and sufficient reasons, shall be entitled to a leave of absence for a period of up to six months. This leave will be without pay and benefits but will not result in loss of seniority.
7. Should a regular employee report to work and leave throughout anytime during the day, after three hours worked, due to illness or emergency condition, such employee shall receive full pay for the day without charge to sick leave.
8. (A) Regular members of the unit who are injured while on the job but not determined to be permanently disabled:
 - (1) May use their accumulated sick leave for the waiting period prior to eligibility for Workers' Compensation benefits (and thereafter, if they are determined to be ineligible for such benefits to the extent they are otherwise eligible to use such sick leave);
 - (2) May thereafter use their accumulated sick leave on a pro rata basis to make up the difference between their Workers' Compensation benefits and their regular rate of pay.

(B) Such employees, who have no accumulated sick leave, or who exhaust their accumulated sick leave during the period of their absence and receipt of Workers' Compensation benefits, shall receive Workers' Compensation payments to the extent required by New York State Law.

(C) Such employees shall not accrue any paid leave during the period of absence pursuant to these provisions.
9. 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 the 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 as required herein 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.

10. Compassionate Leave:

(A) On a case-by-case basis as approved by the Association after consultation with the Superintendent, full-time members shall be permitted to contribute his/her unused sick leave days to another unit member who has exhausted his/her accumulated leave time. For purposes of this provision, full-time shall be considered any member regularly scheduled to work 6.5 or more hours per day.

(B) Eligibility for such compassionate leave shall be determined as follows:

(1) A "catastrophic illness" shall be defined as an illness of grave medical seriousness.

(2) A member must have completed at least three years of District service and must have demonstrated the ability to accumulate sick leave days on the average of no less than 40% per year.

(3) A member must be a full-time employee (6.5 or more hours per day) in order to donate days.

(C) Compassionate leave shall be administered as follows:

(1) Contributions of sick leave time by a member shall be totally voluntary. Contributions of partial sick days shall not be permitted.

(2) Sick leave days shall be exchanged under this provision at the rate of one sick leave day contributed for one sick leave day received

(3) Once a situation has been identified, the Association may notify all full-time members of the name and approximate number of days needed by the eligible member and the date when such contributions would be made.

(4) In the event that a member on compassionate leave exhausts the initial pool of contributed sick leave days, the Association may approve an additional call(s) for sick day contributions after consulting with the Superintendent. Subsequent compassionate leave pools shall be governed by the same procedures as the initial pool.

(5) When a particular case has been approved, the Association will then set up a "pool" of contributed sick leave days to be used solely by the member to whom they were donated. The member will be notified of the total number of sick days made available to him/her under this provision. The Association will make every attempt to charge contributed time equally among contributors. For example, no one unit member will be charged two days of his/her contributed time before all contributors are charged one day.

(6) Records of such sick leave day contributions and disbursal shall be considered confidential. The Association and the District shall maintain the record.

(7) A member who receives contributions pursuant to this provision shall not receive salary in excess of what s/he would have received as base salary had s/he not been on catastrophic sick leave. For example, a 4.5 hour employee shall only be entitled to 4.5 hours of his/her hourly rate of pay when using a day donated pursuant to this article, notwithstanding that the day would have been donated by an employee who works 6.5 hours or more. Such member shall not be permitted to use contributed time after s/he returns to work from the catastrophic sick leave or for his/her personal advantage other than as provided herein.

ARTICLE IX -EVALVATIONS

All evaluation reports, if any, will be discussed with the Monitor following his/her perusal. The Monitor will sign the report to signify he/she has read it before it is placed in the personnel file. No Monitor will be reprimanded, disciplined, or dismissed without just cause.

ARTICLE X -PERSONNEL FILE

1. Each Monitor shall have access to his/her own personnel file excluding confidential material such as pre-employment recommendations, during regular office hours, in the presence of the Business Administrator or another administrator.
2. The Monitor will have the right to attach a response to any material in the file.

ARTICLE XI -EXCESSING

1. All excessing will be based on seniority, with the least senior Monitor being excessed first.
2. If any Monitors are excessed, they shall be placed on a preferred hiring list for one year. If a vacancy occurs, the most senior person on the list will be rehired.

ARTICLE XII -COMPENSATION

(A) Annual salaries for monitors now on staff will be as follows:

	7/1/02	7/1/03	7/1/04
7 hour Monitor	\$22,832	\$23,745	\$24,695
6.5 hour Monitor	\$21,095	\$21,939	\$22,817
4.5 hour Monitor	\$14,607	\$15,191	\$15,799
4 hour Monitor	\$12,980	\$13,499	\$14,039
Library Aide Monitor	\$35,891	\$37,327	\$38,820

(B) The salaries listed in Section A are computed by increasing the value of each step on the 7/1/01 list by three and one-half (3 1/2%) percent; by increasing the value of each step on the 7/1/02 list by four (4%) percent; and by increasing the value of each step on the 7/1/03 list by four (4%) percent.

2. Beginning with the 16th year of service in Southampton each full time Monitor will receive \$500 per year over the regular rate of pay. Beginning with the 21st year of service in Southampton, each full time Monitor will receive a non-cumulative longevity payment of \$750. Part-time Monitors shall be eligible for pro-rata longevity payments.
3. The District shall pay 100% of the premiums for health and dental insurance for all unit members employed on or before June 30, 2002, and 90% of such premiums for all unit members employed thereafter.

Members of the unit who withdraw from the District health insurance plan during the life of the agreement shall receive \$3,000, if they were covered by the family plan and \$1,300, if they were receiving individual coverage provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made after completion of the twelve (12) month period. With the exception of restrictions set forth in the plan itself, nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period; provided, however, that in the case of a member who reenters within the twelve (12) month period, no payment as set forth herein shall be made.

4. (A) The District shall cover regular Monitors under the New York State Disability Benefits Law. Such Monitors:

- (1) May use their accumulated sick leave for the waiting period prior to eligibility for Disability benefits (and thereafter, if they are determined to be ineligible for such benefits, to the extent they are otherwise eligible to use such sick leave);

(2) May thereafter use their accumulated sick leave on a pro rata basis to make up the difference between their Disability benefits and their regular rate of pay.

(B) Such Monitors who have no accumulated sick leave, or who exhaust their accumulated sick leave during the period of their absence and receipt of Disability benefits, shall receive Disability benefits to the extent required by New York State law.

(C) Such employees shall not accrue any paid leave during the period of absence pursuant to these provisions.

5. If a Monitor dies while still employed, sick leave benefits that have been accrued will be given to the Monitor's family or estate. It will be treated as if the Monitor were retiring.

ARTICLE XIII-NOTIFICATION

In the event the District receives any complaints about a monitor's work performance from students, parents, or staff, such complainants shall be promptly brought to the attention of the monitor(s) involved, who shall be provided an opportunity to respond to such complaints. Should the District require any monitor(s) to attend a meeting for the purposes of discussing such complaints, such monitors shall be entitled to be accompanied by the union representative.

ARTICLE XIV -MISCELLANEOUS

1. **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.**
2. If any provision of this contract is found to be in violation of the law, said provision will be considered null and void. All other provisions of the contract shall remain in full force and effect for the duration of the Agreement.
3. This Agreement shall constitute the full and complete commitments between both parties.

For the District:

For the Association:

Dr. Linda Bruno, Superintendent

NYSUT Field Representative

Dated: _____

Dated: _____

Barbara J. Gubbins

Board President

Dated: _____