



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Roosevelt Union Free School District and Roosevelt Union Free School Security Unit, United Public Service Employees Union (UPSEU) (2006)**

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

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

Local:

Effective Date: **07/01/2006**

Expiration Date: **06/30/2009**

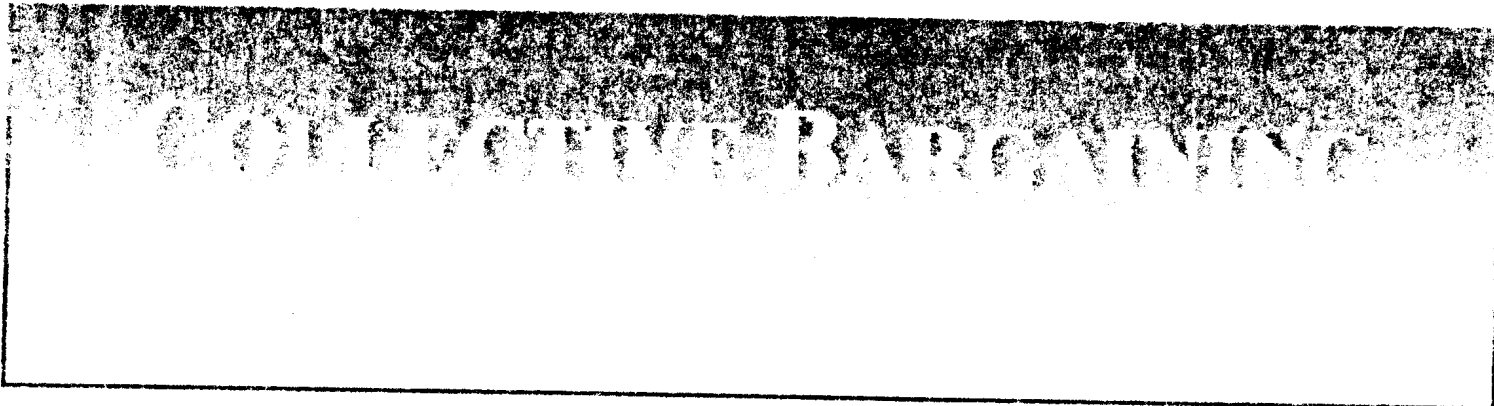
PERB ID Number: **9291**

Unit Size:

Number of Pages: **10**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

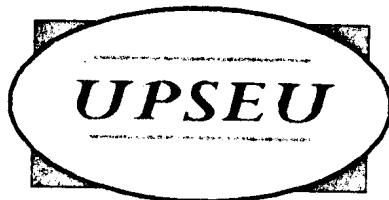


By and Between



ROOSEVELT SCHOOL DISTRICT

and the



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

SECURITY UNIT

RECEIVED

BY:.....

[Faint, illegible text]

TABLE OF CONTENTS

ARTICLE I		
GENERAL PROVISIONS		Page 1
SECTION I. CONTRACTUAL PROVISIONS		Page 1
A. EFFECTIVENESS		Page 1
B. SEVERANCE, LIMITATION, AND SUPERSEDURE ...		Page 1
C. TERM OF AGREEMENT		Page 1
SECTION II. RECOGNITION		Page 1
SECTION III. LEGISLATIVE APPROVAL		Page 2
ARTICLE II		
UNION BENEFITS		Page 2
SECTION I. DUES DEDUCTION/AGENCY FEE		Page 2
SECTION II. BULLETIN		Page 2
SECTION III. USE OF DISTRICT PROPERTY		Page 2
ARTICLE		
MEMBER'S BENEFITS		Page 3
SECTION I. NOTIFICATION OF VACANCY		Page 3
SECTION II. SENIORITY		Page 3
SECTION III. LAYOFF		Page 3
SECTION IV. HEALTH INSURANCE		Page 3
A. DUAL COVERAGE		Page 3
B. RETIREES		Page 4
SECTION V. SICK DAYS		Page 4
SECTION VI. PERSONAL DAYS		Page 4
SECTION VII. BEREAVEMENT		Page 4
SECTION VIII. SNOW DAYS		Page 5
SECTION IX. SPECIAL EQUIPMENT		Page 5
SECTION X. UNIFORMS		Page 5
SECTION XI. JOB TRAINING		Page 5
SECTION XII. MILEAGE		Page 5
SECTION XIII. COFFEE BREAK		Page 5
ARTICLE IV		
GRIEVANCE PROCEDURE		Page 5
A. DEFINITION		Page 5
B. STAGE ONE		Page 6
C. STAGE TWO		Page 6
D. STAGE THREE		Page 6
E. STAGE FOUR		Page 6
ARTICLE		
AGREEMENT		Page 7
SALARY SCHEDULE		Page 8
Salary		Page 8
Excluding Sargent position		Page 8
Sargent Position		Page 8

**ARTICLE I
GENERAL PROVISIONS**

AGREEMENT made and entered into this 15th, day of July 2006, by and between the ROOSEVELT SCHOOL DISTRICT, (hereinafter referred to as the "District") and the ROOSEVELT 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 bylaw, but all other provisions or applications shall continue to be in full force and effect.

2. 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, 2006 and shall continue in full force until June 30, 2009.

SECTION II. RECOGNITION

The Board of Education of the Roosevelt 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 Roosevelt Security Employees Unit consisting of all full-time security aides and regularly scheduled part-time aides exclusive of casual and per diem aides. 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 II
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, provided that there is no disruption to the operation of the District or to the performance of any employees duties.

**ARTICLE III
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 in an employee's title, 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 aides are laid off.

SECTION IV. HEALTH INSURANCE

Unit members who are regularly scheduled to work eight (8) or more hours per day are eligible for participation in the District's health insurance plan. Overtime or work on a specific event will not count toward eligibility for this benefit. During active service, the District shall assume one hundred percent (100%) of the cost of individual premium and seventy-five percent (75%) of the family coverage 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 four hundred dollars (\$400.00) for those with individual coverage, eight hundred dollars (\$800.00) for those with family coverage, which shall not be part of the unit members base salary. 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 \$400.00 or \$800.00 as set forth above.

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 \$400.00 or \$800.00, 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 \$400.00 or \$800.00, if the sum has been paid. Said pro-rata charge back shall be at the monthly rate or portion

thereof, 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 \$400.00 or \$800.00 for the amount of the year the member was not entitled to health insurance coverage.

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

Effective July 1, 2007, five (5) sick days with unlimited accumulation for personal illness shall be earned annually by unit members.

Effective July 1, 2008, six (6) 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. Unit members must request the use of personal days at least one (1) week in advance when circumstances allow. Such request must specify the reason for the leave.

Effective July 1, 2007, 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. Unit members must request the use of personal days at least one (1) week in advance when circumstances allow. Such request must specify the reason for the leave.

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. 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 IX. 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 X. UNIFORMS

The District shall reimburse each unit member for costs associated with uniforms (shirts, pants, and jackets) to a maximum of two hundred dollars (\$200.00) in year 1, two hundred fifty dollars (\$250.00) in year 2, and two hundred fifty dollars (\$250.00) in year 3, subject to the submission by the unit member of a paid itemized receipt.

Unit members shall wear the uniform designated by the District, which shall include shirts, slacks, shoes, dress socks. Depending on weather, unit members may wear yellow or black windbreaker as directed by supervisor.

SECTION XI. JOB TRAINING

Any training required for the employee to remain certified or qualified to hold the position shall be paid by the employee. The District shall pay for any additional job training required by the District.

SECTION XII. 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 XIII. COFFEE BREAK

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

**ARTICLE IV
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 within ten (10) days of the occurrence complained of. 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.


F. The time-lines herein are of the essence of this Agreement. Failure to comply with the deadlines herein shall result in a waiver of any grievance.

**ARTICLE V
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 _____, and pursuant to ratification by the members of the Union on or about _____.

ROOSEVELT SCHOOL DISTRICT

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**



*1974-1975 School Year
1/15/75*

SALARY SCHEDULE

Salary (Excluding Sargent position):

Year 1 -	\$14.00 per hour
Year 2	\$15.50 per hour
Year 3	\$17.75 per hour

Salary - Sargent Position:

Year 1 -	\$15.50 per hour
Year 2	\$17.00 per hour
Year 3	\$18.50 per hour

With respect to the single employee currently earning \$17.75 per hour during the 2006-2007 school year, that individual's salary shall remain frozen through June 30, 2009.