Agreement Between

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

and

SOUTH COUNTRY GUARDS ASSOCIATION
NYSUT, AFT, NEA, AFL-CIO

July 1, 2022 – JUNE 30, 2026

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1. **AGREEMENT**
Between the South Country Central School District (hereinafter called the "District") and the South Country Guards Association, NYSUT, AFT, NEA, AFL-CIO (hereinafter called the "Association" or "Unit").

2. **RECOGNITION**
The Board of Education recognizes that the Association is the sole and exclusive representative of the unit covered herein, consisting of all full-time Guards (i.e. "Safety Officers") employed by the District, excluding all other employees. "Full-time" shall be defined as regularly scheduled for twenty (20) hours or more per week for ten (10) or more months per year.

3. **DURATION**
This Agreement will be effective from July 1, 2022 through June 30, 2026.

4. **PAYROLL DEDUCTION/DUES**
Members shall be entitled to have membership dues for the Association and its affiliated collected via payroll deduction. The District shall commence making such payroll dues deductions as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues deduction authorization card; and such dues shall be transmitted to the Association within thirty (30) days of the deduction. The District shall accept a signed authorization to deduct dues in any format permitted by Article Three of New York State Technology Law.

It is specifically agreed that the District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the District harmless from any claims, actions or proceedings by an employee arising from deductions made by the District hereunder. Once the funds are remitted to the Association, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Association.

5. **PAYROLL DEDUCTION AUTHORIZATION WITHDRAWAL**
Withdrawal of payroll union dues deduction authorization must be made in writing to the District's business office and in accordance with the time frames set forth in the authorization card. The District shall notify the Association within a reasonable period of time not to exceed five (5) business days of the receipt of a Unit member's withdrawal of payroll dues deduction authorization.

6. **DEDUCTION NOTIFICATION**
Upon request, the District will provide the Association with a breakdown of union dues deductions by member.

7. ASSOCIATION RIGHTS

A. The District will provide the Association with a copy of the personnel action from the Board of Education meeting minutes following each Board of Education meeting when a Unit member is appointed.

B. The Association will have the right to use school buildings pursuant to Board policy, including, but not limited to, the Code of Conduct, provided that such use shall not interfere with or disrupt District operations. Association meetings will be reasonable in regard to their frequency and duration.

8. GRIEVANCE PROCEDURE

A. A grievance is a claimed violation of the express terms of this Agreement.

B. **Step 1**: All grievances shall be submitted, in writing, to the building principal in the building affected within fifteen (15) calendar days after the aggrieved Unit member knew or should have known of the action or condition giving rise to the grievance. Any grievance shall be deemed waived unless it is submitted within fifteen (15) calendar days after an aggrieved party knew, or should have known, of the events or conditions on which it is based.

C. **Step 2**: In the event the grievance is not resolved at Step 1, within fifteen (15) calendar days of receipt of the answer at Step 1, the Association may submit a written appeal to the Superintendent of Schools or his/her designee. Any appeal and the underlying grievance shall be deemed waived unless a written appeal is submitted within fifteen (15) calendar days after receipt of the answer at Step 1.

D. **Step 3**: In the event the grievance is not satisfactorily resolved at Step 2, within fifteen (15) calendar days after receipt of the answer at Step 2, the Association may file a written appeal to the Board of Education. Any appeal and the underlying grievance shall be deemed waived unless a written appeal is submitted within fifteen (15) calendar days after receipt of the answer at Step 2. To present an appeal to the Board of Education, the Association must present a written appeal to the Superintendent of Schools or his/her designee for scheduling with the Board of Education to review the appeal. All determinations by the Board of Education shall be final and binding.

9. WORK SCHEDULES

A. When practicable, upon request, a Unit member shall have a right to a meeting with the Superintendent of Schools or his/her designee to discuss the reasons for a shift change or transfer to a different work location.

B. When practicable, all Unit members shall be provided their schedule and work assignment for the following school year no later than August 15 of each year.

C. A thirty (30)-minute unpaid meal period shall be provided to all Unit members who work more than six (6) continuous hours.

10. UNIFORMS

The parties acknowledge that a professionally dressed security staff is vital to the delivery of services and essential to the high standards mutually sought by the parties. The District shall provide each Unit member with three (3) short sleeve shirts, two (2) long sleeve shirts, one (1) winter coat and two (2) pairs of khaki pants. Replacements for such garments shall be provided by the District as deemed necessary as the result of normal wear and tear and/or damage sustained in the course of duty, in the sole discretion of the Superintendent of Schools or his/her designee. The khaki pants, and long sleeve shirt will be worn at all times when the Unit member is on duty, except when weather and/or building conditions dictate otherwise, with the permission of and as determined necessary in the sole discretion of the Superintendent of Schools or his/her designee. Each Unit member shall also be required to purchasé and/or maintain black socks and weather appropriate black shoes or sneakers to be worn at all times while the Unit member is on duty.

11. PERSONAL TIME

All Unit members shall receive two (2) personal days per year. Personal leave shall be utilized for reasons at the discretion of the Unit member except that no personal day may be used before or after a school recess period or holiday without the prior approval of the Superintendent of Schools or his/her designee.

12. SICK TIME

A. Unit members are entitled to five (5) sick days per year.

B. A certificate for proof of illness from a health care provider shall be required for any absence of more than three (3) consecutive school days.

C. Unit members may accumulate up to fifteen (15) unused sick days in total.

13. LEAVES

A. Subpoenas:

Unit members required by the District to testify in a Court proceeding pursuant to a lawfully issued subpoena will be provided with time off with pay for the purpose of providing testimony. Unit members shall notify the District Clerk immediately upon receipt of any subpoena related to their employment.

B. Bereavement Leave:

Unit members will be granted a paid leave of up to three (3) days in case of death in the immediate family. Immediate family is defined as wife, husband, parent [which includes mother, father, mother in-law, father in-law, foster parents, and step-parents], children, step-children, foster children, grandchildren, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law and grandparent.

14. SALARY

A. The following salary schedule will be in effect for all Unit members:

Years of Unit Service	Year 1 7/1/22 22/23	0% Increase Year 2 7/1/23 23/24	1% Increase Year 3 7/1/24 24/25	1% Increase Year 4 7/1/25 25/26
1	23.00	23.00	23.23	23.46
2	23.50	23.50	23.74	23.97
3	24.00	24.00	24.24	24.48
4	24.50	24.50	24.75	24.99
5	25.00	25.00	25.25	25.50

i. Unit service shall be defined as continuous service as a full time Guard (i.e. "Responder" or "Safety Officer") at the District, including service prior to the formation of the Association.

ii. All new Unit members shall be hired at the Year One rate of pay and shall advance to the Year Two rate of pay effective the following July 1st provided they began working as a Unit member prior to January 1st. Those employees who begin working as a Unit member after January 1st shall advance to Year Two on their second July 1st.

C. Effective July 1, 2022, Unit members shall receive the following longevity stipend payments at the end of the school year:

After 5 continuous years of actual paid service within the Unit: $500
After 10 continuous years of actual paid service within the Unit: $1,000
After 15 continuous years of actual paid service within the Unit: $1,500

i. Continuous years of service shall be defined as total years of continuous service as a full-time Guard (i.e. "Responder" or "Safety Officer") at the District, including service prior to the formation of the Association.

D. Effective July 1, 2023, Unit members serving in the capacity of "Lead Safety Officer" shall receive a 5% pay differential.

15. EXPENSE REIMBURSEMENT

The Board shall reimburse each Unit member up to $500 for out-of-pocket expenses incurred for medical, dental, prescription, co-payments, eyeglasses, childcare and/or legal fees. Unit members are required to submit to the District written proof of such expenses. Reimbursement shall be paid by separate check in January and June. All receipts must be turned in by December 15 and May 15 for reimbursement in January and June, respectively.

16. TRAINING

A. The District will provide the following paid training to all Unit members on the following cycle:

i. AED/CPR: Once every year only for those Unit members whose certification will expire within one (1) year of the training.
ii. First Aid: Once every year only for those Unit members whose certification will expire within one (1) year of the training.
iii. Crisis Intervention: In or about August of each school year for all Unit members.
iv. Building Procedure/Expectations: In or about August of each school year for all Unit members.

B. The Association shall have the ability to consult with the District to propose other topics for trainings.

C. Attendance at trainings is mandatory for all Unit members.

17. EVALUATIONS

All bargaining Unit members shall receive an annual evaluation from the Principal or his/her designee no later than June 30th of each year.

18. 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 additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

19. MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and the sole right of management of the District, its business affairs and property including, but not limited to, and without limitation, the right to supervise and direct employees; to plan, control, increase, decrease, transfer or discontinue employees and operations; to establish work and school schedules; to hire and promote employees, to increase or decrease the number of employees; and to suspend, discipline and discharge employees. The District's exercise of its management rights shall not be subject to the grievance procedure.

20. WORK YEAR

The work year shall be determined by the District based upon operational needs.

21. SAVINGS

If any provision of this Agreement is or becomes invalid or unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

22. ZIPPER

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful

subjects or matters of collective bargaining and that the Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. For the duration of the Agreement, neither party shall be required to bargain about any other subject or matter. All subjects or matters not included in the Agreement shall be deemed to have been raised and bargained as if covered by the Agreement. All subjects or matters referred to in Management Rights clause also shall be deemed raised and bargained to conclusion.

IN WITNESS THEREOF, the parties hereto have caused these present to be executed by their duly authorized officers on this 11th day of October, 2023.

SOUTH COUNTRY GUARDS ASSOCIATION
NYSUT, AFT, NEA, AFL-CIO

Jeffrey Cortes
President, Guards Association

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Cheryl A. Felice
President, Board of Education

Antonio Santana
Superintendent of Schools

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