

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE BOARD OF EDUCATION OF THE  
SOUTH HUNTINGTON UNION FREE  
SCHOOL DISTRICT**

**and the**

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

**SECURITY UNIT**

**July 1, 2019 - June 30, 2023**

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**PREAMBLE**

AGREEMENT made and entered into this 19<sup>TH</sup> day of NOVEMBER, 2020, by and between the BOARD OF EDUCATION OF SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, Town of Huntington, 60 Weston Street, Huntington Station, New York (designated as the "Board"), and UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Highway, Suite H, Lake Ronkonkoma, New York, 11779, (designated as the "Union").

WHEREAS, THE Board has recognized the Union as the majority representative of its full-time and part-time security employees, for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said recognition, and the Union's request for negotiations and its submission of written proposals for contract terms and conditions, the parties have met and negotiated collectively over the wages, hours and terms and conditions of employment in the unit of employees named above, and have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE 1**

**RECOGNITION OF THE UNION**

The Board recognizes the Union as the sole and exclusive bargaining agent, during the period of implementation of this Agreement, as designated by the Public Employment Relations Board for all of its security employees.

**ARTICLE 2**

**DUES DEDUCTIONS**

**Section 1** - The Board agrees to deduct from the wages of the employees covering by this Agreement, each month, the regular dues for membership required by the Union provided that those employees have individually and voluntarily authorized the Board in writing to make such deductions.

- Section 2** - Deductions authorized by an employee shall continue as authorized unless and until he notifies the Board of his desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing in duplicate signed by the employee and submitted to the Board and on receipt of same the Board shall immediately forward one copy to the Union. The rights of the Union and the employee under this Article shall be in conformity and consistent with the requirements of Paragraph 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967.
- Section 3** - In the event that earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- Section 4** - The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance of any list, notice, or assignment furnished under any provision of such.
- Section 5** - The dues and agency fee amount shall be established in July of each year and shall remain in effect for the fiscal year July to June.

### **ARTICLE 3**

#### **PROBATIONARY PERIOD**

New employees shall be placed on probation for a period of one hundred-eighty (180) calendar days. Seniority shall date to the first day worked as a probationary employee. At the end of this period of time, the employee, if retained, shall become a permanent employee and seniority shall date from the first day worked.

### **ARTICLE 4**

#### **WAGES**

The wages for the employees covered by this Agreement during the term hereof shall be set forth in Appendix "A" to this Agreement.

Wage adjustments for the length of this agreement are as follows

Year 1 (July 1, 2019-June 30, 2020): 2% increase

Year 2 (July 1, 2020- June 30, 2021): salary schedules shall be increased in

accordance with the property tax percentage reported to the New York State Comptroller on or before March 1, 2020; subject to a minimum increase of 2 % (floor) and a maximum increase of 3 % (ceiling).

Year 3 (July 1, 2021- June 30, 2022): salary schedules shall be increased in accordance with the property tax percentage reported to the New York State Comptroller on or before March 1, 2021; subject to a minimum increase of 2 % (floor) and a maximum increase of 3 % (ceiling).

Year 4 (July 1, 2022- June 30, 2023): salary schedules shall be in accordance with the property tax percentage reported to the New York State Comptroller on or before March 1, 2022; subject to a minimum increase of 2 % (floor) and a maximum increase of 3 % (ceiling).

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- Section 1** - The Union recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.
- Section 2** - The Union recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement employees will cooperate with management within the obligations of this agreement to facilitate efficient operation.

## **ARTICLE 6**

### **STRIKES AND LOCKOUTS**

- Section 1** - During the term of this Agreement the Union and its members collectively agree that they shall not engage in any work stoppage or strike. The Board agrees not to lock-out its employees during the term of this Agreement.
- Section 2** - Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of the Public Employment Relations Law.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

The grievance procedure herein below set forth shall apply to all employees covered by this Agreement.

- Section 1** - Any employee having a grievance in connection with his work shall in the first instance take the matter up with his immediate supervisor, who shall orally and informally discuss the grievance with him and attempt to resolve it. The supervisor shall render his determination to the aggrieved employee within fifteen (15) days after the grievance has been presented to him.
- Section 2** - If the matter has not been resolved to the satisfaction of the aggrieved employee by virtue of his supervisor's decision, the employee may then file his grievance in writing with the head of his immediate department within fifteen (15) days after his supervisor's decision. The matter shall then be immediately taken up by the head of the immediate department, together with the employee and the Union Shop Steward concerned, and a decision rendered by the head of the department within fifteen (15) days after receipt of the written grievance.
- Section 3** - If the grievance is not satisfactorily resolved by the head of the department, the matter shall then be submitted within five (5) days after its decision, to the Board of Education or to a committee of said Board, which shall, within fifteen (15) days after receipt of the written grievance, render its decision, which shall be final and binding on all parties.
- Section 4** - Notwithstanding the foregoing, it is agreed between the parties that where a grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, rather than individual employee's grievance in connection with his work, the matter may be referred in the first instance to the joint committee provided for above and further, that if same is not resolved by the joint committee and is in turn referred to the Board or any Committee thereof, the matter shall, if not resolved by the Board to the satisfaction of all parties, then be submitted for binding resolution by a third party, who shall be mutually agreed to by the Board and the Union. Third parties shall include the American Arbitration Association and PERB. The time limit set forth in 2 and 3 above shall be followed.
- Section 5** - No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest or participant in the grievance procedure by reason of such participation.
- Section 6** - Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next

step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

- Section 7** - A sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedures provided, however, that nothing contained herein shall deprive any employee of any legal rights which he presently has.

## **ARTICLE 8**

### **HOURS OF WORK WEEK**

The normal work week for full-time security personnel shall be forty (40) hours per week, on the basis of eight (8) hours per day, exclusive of lunch. Part-time security personnel shall receive time and one-half after twelve hours in a day/40 hours in a week. Working shifts greater than hours shall be voluntary.

## **ARTICLE 9**

### **DISCHARGE**

Nothing in this Agreement shall be construed as limiting the right of the Board to discharge any employee for just cause. The Union reserves the right to dispute any discharge and to process same through the grievance machinery provided in this Agreement, provided such employee has completed his probationary period.

## **ARTICLE 10**

### **OVERTIME**

- Section 1** - All overtime must be authorized by Administration, which does not guarantee that there shall be any overtime.
- Section 2** - All overtime shall be assigned on a rotating, non-discriminatory basis among all unit employees.
- Section 3** - Overtime for full-time security personnel shall be paid at the rate of time and one-half and shall be computed on a daily and weekly basis; however, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked.
- Section 4** - All overtime pay to be paid in current pay period, provided same is reported to the Payroll Department not less than five (5) working days prior to pay day.



**Section 5** - The rate of time and one-half shall be used in computing overtime for full-time employees occurring Monday through Saturday except when such Saturday work is part of the employees regular work week.

**Section 6** - All work performed by full-time employees on Sunday shall be paid at the rate of double time except when such work is part of the employees regular work week.

## **ARTICLE 11**

### **HOLIDAYS**

**Section 1** - There shall be thirteen (13) paid holidays for all twelve (12) month full-time employees. Holidays shall be designated prior to June 1 by Administration, after discussions with the Union, for the following school year. Full-time employees hired subsequent to July 1, 1996 shall receive up to nine (9) days designated holidays during their first year of employment. Thereafter, such employee shall receive 1 additional day each year until he/she completes 4 years of employment wherein they will receive the amount of holidays set forth herein. An employee hired prior to January 1<sup>st</sup> shall receive the holidays scheduled after his/her date of hire and shall receive eligibility for the 2<sup>nd</sup> year entitled effective the July 1<sup>st</sup> following. Employees hired subsequent to January 1<sup>st</sup> in any given year shall receive the holidays falling after said hire date and the 1<sup>st</sup> year of eligibility entitlement effective the July 1<sup>st</sup> following.

**Section 2** - Should any holiday set forth in this Agreement fall on a Sunday and is generally observed in the County of Suffolk on the following Monday, said Monday shall be deemed to be the holiday for the purpose of this Agreement, unless school is in session on that day. Should a holiday set forth in this Agreement fall on a Saturday, the parties shall mutually agree on another day. In such event, the parties shall be mutual agreement designate a different day during the school year to serve as a paid holiday. It is the intent of the parties that where such designation becomes necessary, a day shall be designated when school is not in session.

**Section 3** - All full-time employees required to work on a holiday shall receive time and one-half pay in addition to their regular holiday pay.

**Section 4** - The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.

- Section 5** - Part time security employees will receive five (5) paid holidays each year, payment based on scheduled work hours. Part-time employees in seniority order shall pick his/her 5 holidays of the 13 named holidays set forth in (1) herein provided however the adequate coverage is maintained. Part-time employees shall be required to work at least sixteen (16) hours per week in order to qualify for holidays. However, unit members currently employed as of July 1, 2000 who are presently working less than sixteen (16) hours per week and receiving such benefits shall continue to receive paid holidays.

## **ARTICLE 12**

### **SICK LEAVE**

- Section 1** - All full-time employees, on probation, shall receive during their first year sick leave credit at the accrual rate of one day per month of completed service during the probationary period (total 4). Upon successful completion of the probationary period, additional sick leave credit shall be granted at the accrual rate of one and one-half (1½) days per completed month for all months between the end of the probationary period and June 30. Such credit shall be granted upon conclusion of their probationary period.
- Section 2** - All full-time employees shall be entitled to eighteen (18) days sick leave per year, with unlimited accumulation. Employees hired subsequent to July 1, 1996 shall receive up to thirteen (13) sick days during their first year of employment. Thereafter, such employee shall receive 1 additional day each year until he/she completes 4 years of employment wherein they will receive the amount of sick days set forth herein. Part-time employees shall receive four (4) days per employment year, which shall increase to five (5) days effective July 1, 2021. Part-time employees shall be required to work at least sixteen (16) hours per week in order to qualify for sick leave. However, unit members currently employed as of July 1, 2000 who are presently working less than sixteen (16) hours per week and receiving sick benefits shall continue to receive paid sick leave.
- Section 3** - Full-time employees starting after July 1, of any year shall be pro-rated until the subsequent July.
- Section 4** - Employees who report for work but leave because of illness prior to completion of the first half of their shift shall be charged one-half day against their sick leave entitlement; such employees who leave during the second half of their shift, however, shall not be charged with any

time against sick leave. Apparent abuses of this policy will require the employee to produce a doctor's certificate to attest to the illness.

**Section 5** - On or about September 1 of each year, the Board agrees to provide to each employee covered by this Agreement, on request, a statement of the accumulated sick leave to such employee's credit.

**Section 6** - When personnel have deducted time from accumulated sick leave due to on-the-job "temporary disability" and have been paid by the District for such time taken, all reimbursement received from Workers Compensation for such disability must be returned to the District. In such instances, sick leave credit will be made on a proportionate basis.

**Section 7** - Full-time employees who have catastrophic illness (i.e., heart attack, stroke, etc.) will be granted extended sick leave, after all accrued sick leave and vacation days have been used, as follows:

Employees with 5 or more years of service – 1/3 pay for a period of up to 6 months.

Employees with 8 or more years of service – 1/2 pay for a period of up to 6 months.

**Section 8** - Extended sick leave may be granted to a full-time employee who has used all sick leave and vacation credits, and such absence is not considered as a catastrophic illness. Such grant is limited to thirty (30) days at one-half (1/2) pay and is not subject to the grievance procedure.

## **ARTICLE 13**

### **VACATION**

- Section 1** -
- A) Full-time employees who have completed their first fiscal year (July - June) of employment, shall be granted fifteen (15) working days of vacation with pay, computed on the basis of 1 1/4 days of vacation per month of service. Vacation for employees who have completed six (6) years or more of service prior to July 1 of any current year shall be computed on the basis of 1 2/3 vacation days per month of service, thus providing up to a maximum of one additional week of vacation
  - B) Full-time employees hired subsequent to July 1, 1996 shall receive the following vacation entitlement after one (1) year

but less than 3 years - 2 weeks. After six (6) years or more of service, the employee shall receive four (4) weeks of vacation per year.

**Section 2** - Full-time employees who have served less than one (1) year by July 1 of any current year will be granted accrued vacation days to be taken the following fiscal year, as shown on the following table:

<u>Date of Hire</u>	<u>Vacation Entitlement</u>
January 1 thru June 30	0 days
December 1 thru December 31	4 days
November 1 thru November 30	5 days
October 1 thru October 31	6 days
September 1 thru September 30	9 days
August 1 thru August 31	10 days

**Section 3** - Vacation preferences shall be governed by security within the time frame of submitting requests.

**Section 4** - Part-time security personnel shall receive a one (1) week vacation after one (1) year effective the following July, and two (2) weeks vacation after five (5) years. Vacation pay shall be based on their normal work week. Part time security personnel shall be entitled at their option to receive the pay in lieu of time off. Part-time employees shall be required to work at least sixteen (16) hours per week in order to qualify for vacation leave. However, unit members currently employed as of July 1, 2000 who are presently working less than sixteen (16) hours per week and receiving vacation leave shall continue to receive this benefit.

## **ARTICLE 14**

### **HEALTH, DENTAL, AND LIFE INSURANCE PLANS**

**Section 1** - **HEALTH INSURANCE**

All full-time employees hired on or after March 1, 2014 shall be provided with a health insurance plan with the employee contributing twenty (20%) percent toward such plan. The full-time employee hired prior to March 1, 2014 shall continue to contribute fifteen (15%) percent.

The District, in its sole discretion, may offer an optional alternative health insurance plan and/or health savings account program to unit members eligible for health insurance. Participation in the alternate

plan in lieu of the health insurance plan offered by NYSHIP shall be voluntary, at the unit member's election. The District, at its discretion, may also choose to provide an incentive program. The District shall consult with the Association prior to implementing any optional alternatives. Unit members' contribution rates shall not exceed the percentage premium contribution rates paid by unit members under the NYSHIP plan.

The District, in its sole discretion, may offer unit members not eligible for health insurance pursuant to the parties' collective bargaining agreement, health insurance coverage. The selection of a health care plan, its benefits and provisions, contribution levels and the choice of a provider shall be at the District's sole discretion. If a unit member currently ineligible for the District's health insurance enrolls in this alternate health insurance plan and subsequently becomes eligible for the District's health insurance pursuant to current Article 14, this employee may enroll in the District's health insurance pursuant to current Article 14 and subject to NYSHIP rules.

#### RETIREE HEALTH COVERAGE

All employees retiring prior to July 1, 1998 shall receive 100% district paid health insurance coverage. Current employees retiring subsequent to June 30, 1998 shall receive retiree healthcare coverage with 95% of the individual or family plan paid by the District and the remaining 5% paid by the retiring employee. New hires employed subsequent to November 1, 1996 will receive healthcare retiree insurance with 60% of the premium cost paid by the District and 40% of said cost absorbed by the employee. Each retiring employee shall receive a health care retiree contract. (Appendix C).

#### Section 2 - Dental Insurance

The Board agrees to provide a fully paid dental plan, for full-time employees and their dependents, for all regular employees who work thirty (30) hours or more per week and are covered by this Agreement.

#### Section 3 - Life Insurance

The Board agrees to continue to provide a fully paid group life insurance plan for all employees scheduled a minimum of twenty hours per week in the amounts set forth below:

ANNUAL COMPENSATION	LIFE INSURANCE	ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
Less than \$5,000	\$2,000.00	\$2,000.00
\$5,000 less than \$7,500	\$3,000.00	\$3,000.00
\$7,500 less than \$10,000	\$5,000.00	\$5,000.00
\$10,000 less than \$12,500	\$8,000.00	\$8,000.00
\$12,500 less than \$15,000	\$10,000.00	\$10,000.00
\$15,000.00 and over	\$12,000.00	\$12,000.00

## ARTICLE 15

### LONG TERM DISABILITY INSURANCE

The District will provide the same Long Term Disability Insurance coverage for employees working 30 hours or more as granted to other employee units under the same terms and conditions for employee contribution.

## ARTICLE 16

### TERMINAL LEAVE PAYMENT

Full-time employees are eligible for terminal leave pay upon retirement if they have completed a minimum of fifteen (15) continuous years of service in South Huntington and are age 55 and have advised the District in writing by February 1 for a June 30 retirement date or five (5) months in advance of their planned retirement date if different than June 30. Employees must be eligible for retirement under the New York State Employees Retirement System. An employee who vests his rights is not eligible for this benefit.

Terminal leave pay shall be calculated as follows:

The employee's accumulated sick leave as of the end of the school year (June 30) in which he retires or the June 30 accumulation of the previous year if the retirement is not on June 30, up to a maximum of 150 days, times forty (40) percent times the daily rate of pay (maximum payout sixty (60) days).

For employees having perfect attendance during their last year of employment prior to retirement, the maximum payment for terminal leave pay shall be 72 days.

**ARTICLE 17**

**RETIREMENT**

The Board agrees to continue to maintain the retirement benefit plan (75-1) currently in force under the New York State Employees Retirement System.

**ARTICLE 18**

**LONGEVITY PAY**

An amount equal to one thousand (\$1,000) dollars per year shall be granted to each full-time and part-time employee, working 20 or more hours per week, after completion of fifteen (15) years of service with the District and one thousand five hundred (\$1,500) dollars after completion of twenty (20) years. The amounts set forth in the foregoing shall not be cumulative. Payment of the longevity amount will be prorated from the anniversary date to the following June 30. Longevity for full time employees shall be adjusted during this contractual term (July 1, 2016 - June 30, 2019) in accordance with whatever adjustments are negotiated with the South Huntington Operation and Maintenance bargaining unit. The total amount of the longevity payment shall be paid as a separate check on the last day in June. Part-time seniority personnel shall receive fifty (.50) cents per hour after 10 years and seventy-five (.75) cents per hour after 15 years of employment (non-cumulative).

**ARTICLE 19**

**JOB POSTINGS**

Available positions shall be posted for a minimum of five (5) work days and the Union advised regarding disposition of job postings.

**ARTICLE 20**

**ASSIST IN ASSAULT OR CIVIL CASES**

Non-teaching employees shall be required to report all cases of assault suffered by non-teaching employees and/or civil actions filed against them in connection with their employment. The school attorney shall be available to inform the employee of his rights under the law, and assist the employee as deemed necessary.

**ARTICLE 21**

**SHOP STEWARDS**

The Union shall have the right to elect one (1) shop steward as it deems appropriate.

**ARTICLE 22**

**VISITATION**

- Section 1** - The Union, through its representatives, shall have the right to visit the schools in the District.
- Section 2** - The Union shall, prior to visiting the District, notify the Superintendent of Schools or his designated representative.
- Section 3** - The Union representative shall at all times confine his visits to Union business and at no time interrupt service.

**ARTICLE 23**

**FOUL WEATHER GEAR AND UNIFORMS**

The Board agrees to provide foul weather gear to all security personnel on a yearly or on an as needed basis. Foul weather gear shall be defined as slickers (jackets), trousers, and boots (galoshes/overshoes). The District shall have in stock a reasonable number of winter jackets to accommodate the needs of unit members. A reasonable number shall consist of at least four (4). Short sleeve shirts will be supplied during the months of July and August.

**ARTICLE 24**

**BUSINESS DAYS**

A maximum of three (3) paid days off per fiscal year for business shall be granted to regular full-time employees covered by this Agreement. Prior written approval is required. Such days shall be deducted from sick leave. If a request for a business day is denied, the individual may take the day without pay. Part-time employees shall be granted one (1) business day. Such day shall not be deducted from sick leave.

The following guidelines shall be in effect for the granting of business days:

- Group A: Activities for which Business Days will be granted:**
1. Child's departure for and arrival from overseas military service.
  2. House closing (Sale or Purchase)
  3. Compulsory court attendance
  4. Business with Bureau of Internal Revenue when requested to appear
  5. Religious days
  6. IEP meeting for the member's child
  7. Wedding of the member's child (wedding day only)



Group B: Activities for which Business Days will need justification:

1. Transporting children to and from college at the beginning or end of an academic semester
2. Attend graduation of children in college or academy
3. Conference with attorney
4. Moving (one day only)
5. Child's confirmation or communion

Group C: Emergency Situation for Which Business Day Will Be Granted

1. Disaster threatening safety of house or occupants. Examples: fire, fuel or water leaks due to frozen or broken pipes. Repairs after safety measures have been instituted are not covered by Business Day.

**ARTICLE 25**

**UNION MEETINGS**

The Board shall, upon formal request, permit the Union to hold authorized meetings in the school(s) of the District during non-working hours at no cost to the District.

**ARTICLE 26**

**BEREAVEMENT LEAVE**

- Section 1** - Three (3) paid days, absolute, shall be allowed full-time staff for bereavement leave in the event of a death in the immediate family. These days shall be allowed on the occasion of each death in the immediate family and shall not be limited to three (3) per year, regardless of the number of deaths in the family. In unusual instances, and where the employee provides legitimate reasons for the need of up to a maximum of two (2) additional days for bereavement leave (maximum total of 5), such additional time may be granted upon approval of the Superintendent of Schools/or his designees.
- Section 2** - The immediate family is defined to include parents, parents-in-law, brothers, sisters, spouse, children, grandparents, guardians, or any relative living in the employee's household.
- Section 3** - In the event of a death of an employee's friend or relative not in his immediate family (who does not reside in his household) one day's leave shall be allowed, but shall be charged to sick leave.

- Section 4** - Part-time employees shall receive one (1) day in the event of the death of a family member as set forth above.

## **ARTICLE 27**

### **MISCELLANEOUS**

- Section 1** - **First Aid Kit** The District shall maintain, readily accessible, a complete first aid kit.
- Section 2** - **Bulletin Board** The District shall furnish a bulletin board in the security office for Union announcements and meeting notices.
- Section 3** - **Sanitary Arrangements** Soap, towels, and washing facilities shall be supplied by the District for all employees.
- Section 4** - **Military Service** Both parties agree that all statutes and valid regulations, relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this Agreement.
- Section 5** - **No Discrimination** There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin, or Union membership.
- Section 6** - No part of this agreement shall be construed to preclude the Board from giving any further benefits to its employees upon prior notification and negotiations with the Union.
- Section 7** - The labor agreement shall be amended to reflect the District's right to have unit members sign in and sign out of work by electronic or other means to the extent reasonably practicable given the circumstances of unit members' job responsibilities and locations where they work. In that regard, unit members who are starting or ending their shift at a location other than the Walt Whitman High School, can sign in and out by placing a call to a number designated by the District for that purpose.

## **ARTICLE 28**

### **LEAVES OF ABSENCE**

- Section 1** - Requests for unpaid leave days for up to ten (10) days may be granted by the Assistant Superintendent for Personnel upon submission of written request provided the leave does not seriously inconvenience the district nor disrupt the academic program. Requests for vacations will not be considered.
- This absence will not be construed as an interruption of continuous service, and no other provisions of this article apply thereto.
- Section 2** - Medical Needs:
- Personal medical leave may be granted for a maximum of one (1) year, if medically necessary and upon documentation thereof.
- Section 3** - Non-Medical
- A leave of absence for non-medical needs of the individual may be granted for a maximum of twelve (12) months. Effective July 1, 2001, a maximum of two such leaves will be granted during an individual's employment with the District.
- Section 4** - All leaves require a thirty (30) day advance written request and approval by the Board of Education. The thirty (30) day notice will be waived if there are extenuating circumstances that prevented the employee from providing such notice. Written notification must be given to the Personnel Office at least fifteen (15) business days prior to the end of the leave as to the individual intent to return. A lack of such notice after the commencement of the fifteen (15) business day period shall result in the termination of employment with the district, unless extenuating circumstances prevented the employee from providing such notice.
- Section 5** - Where applicable, leaves will be granted in accordance with the Family Medical Leave Act.
- Section 6** - An employee returning from leave will not be entitled to return to the same building, assignment, or hours held at the time of the leave-taking. The District may require medical documentation certifying that the employee is fit to continue employment.
- Section 7** - It is understood that summer health insurance benefits are afforded to a ten (10) month employee provided they are employed with the district for the entire month of September. In the event an employee does not return from leave or does not complete the assignment for

the month of September, the employee shall be responsible for payment of the entire premium for the months of July, August and September (if employed for a partial month). Any work performed during the summer months does not negate this provision.

**Section 8** - An employee on leave of absence accrues no sick leave credit or vacation credit.

**Section 9** - An employee on leave may not engage in other employment without prior written approval. Such approval shall not be unreasonably withheld by the District.

## **ARTICLE 29**

### **MATERNITY LEAVE**

**Section 1** - Child Bearing

Under normal circumstances, the use of accumulated paid sick leave after delivery shall be limited to six (6) calendar weeks. Extension of the use of such paid sick leave beyond the six (6) week period will be contingent on the recommendation of the attending physician with verification by the District physician, if requested by Administration.

**Section 2** - Child Rearing

An unpaid child care leave of absence shall be granted for a period of six (6) months, which may be extended by the Board for up to twelve (12) months. Such request will not be unnecessarily denied.

## **ARTICLE 30**

### **EVALUATIONS**

All employees shall be evaluated in writing by the Administrator/Supervisor to whom they report at least once a year. The District and the Union shall meet to agree upon the structure of the evaluation form to be used.

## **ARTICLE 31**

### **JURY DUTY**

Regular full-time employees who are required to serve as jurors shall be granted leave with pay.

### **ARTICLE 32**

#### **REDUCTION OF STAFF**

Seniority as a principle shall govern in case of necessity to reduce staff; provided, however, that the more senior employee who remains is capable of performing the then available work.

In the event that Civil Service rules and regulations are in conflict with the previous paragraph, Civil Service rules shall be followed.

### **ARTICLE 33**

#### **DIFFERENTIAL**

A differential of one dollar (\$1.50) per hour shall be paid for evening and night hours under the same current conditions.

### **ARTICLE 34**

#### **SUBCONTRACTING**

The District agrees that it shall not subcontract bargaining unit work and further acknowledge that all such work is exclusive to the unit. Notwithstanding the above, the District shall be permitted to utilize outside services to secure personnel to replace absent unit personnel provided however that such temporary shift replacements are offered to all unit personnel prior to utilizing such outside service. In the event the district cannot find bargaining unit individuals to fill vacant slots, and it demonstrates it has made efforts to fill the vacancy from applicants, it shall be permitted to enter into a contract for a maximum of 3 months with an outside contract service. The District shall be under no obligation to give part-time staff overtime hours resulting in overtime payment and benefits coverage.

**ARTICLE 35**

**TAYLOR LAW**

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 36**

**DURATION OF AGREEMENT**

- Section 1** - The provisions of this Agreement shall be effective as of ratification unless otherwise stated and shall remain in full force and effect until June 30, 2023.
- Section 2** - On or after January 15, 2023, either party may initiate negotiations over a successor Agreement by written notice to the other.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

United Public Service Employees  
Union

  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

Board of Education of South  
Huntington Union Free School  
District

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Randy Tillman, Director of Organizing

SCHEDULE "A"

- A. Security personnel hired full-time subsequent to July, 2007. Current full time employee hold harmless. See wage increases in "C" below:

Start -	\$26,715.49
6 months -	\$27,272.53
12 months -	\$27,829.57
18 months -	\$28,386.61
24 months -	\$28,943.64
30 months -	\$29,500.68
48 months -	\$30,057.72

Compensation for full-time employees for the 2019-2023 school year through the end of this contract shall be adjusted in accordance with whatever adjustments are negotiated with the South Huntington Operations and Maintenance bargaining unit.

- B. Starting pay rate for part-time security personnel shall be \$14.00 per hour.

- C. For all part-time security personnel, their current rates of pay shall increase by the following:

- Year 1 (2019-2020): Two (2%) percent
- Year 2 (2020-2021): The salary schedules shall be increased in accordance with the property tax percentage reported to the New York State Comptroller on or before March 1, 2020; subject to a minimum increase of 2.0% (floor) and a maximum increase of 3.0% (ceiling)
- Year 3 (2021-2022): The salary schedules shall be increased in accordance with the property tax percentage reported to the New York State Comptroller on or before March 1, 2021; subject to a minimum increase of 2.0% (floor) and a maximum increase of 3.0% (ceiling)
- Year 4 (2022-2023): The salary schedules shall be increased in accordance with the property tax percentage reported to the New York State Comptroller on or before March 1, 2022; subject to a minimum increase of 2.0% (floor) and a maximum increase of 3.0% (ceiling)

- D. The rate of pay increase to be effective the Monday of the pay period after increase designated in (c) above.