

**COLLECTIVE BARGAINING
AGREEMENT**

between

**THE BOARD OF EDUCATION
OF THE**

**SOUTH HUNTINGTON UNION FREE
SCHOOL DISTRICT**

and the

**UNITED PUBLIC SERVICE EMPLOYEES
UNION**

July 1, 2020 - June 30, 2025

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PREAMBLE

AGREEMENT, made and entered into this 11th day of DECEMBER, 2022, by and between the Board of Education of South Huntington Union Free School District, Town of Huntington, Weston Street, Huntington Station, New York, (designated as the "Board"), and United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779, (designated as the "Union")

WHEREAS, the Board has recognized the Union as the majority representative of its custodial, maintenance and transportation 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 UNION

The Board recognizes the Union as the sole and exclusive bargaining agent, during the period of implementation of this Agreement, for its custodial, maintenance and transportation employees.

ARTICLE 2
DUES DEDUCTIONS

Section 1 - The Board agrees to deduct from the wages of the employees covered 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.

ARTICLE 3 **PROBATIONARY PERIOD**

New employees shall be placed on probation for a period of one hundred eighty (180) calendar days. Effective October 1, 2021, the probationary period shall be increased to one (1) year for labor and non-competitive civil service titles. 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.

Transferred employees, whose transfer is considered a promotion, shall be on probation for sixty (60) days. Effective October 1, 2021, the probationary period shall be increased to six (6) months. A transferred employee whose work is considered unsatisfactory by Administration shall be returned to their previous job. Such return shall not be subject to the grievance procedure. A transferred employee may also request their return to the previous job during the probationary period and such request shall be granted.

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 in accordance with the following:

Year 1: 2020-2021: 1.70% to salary schedule

Year 2: 2021-2022: 1.80% to salary schedule

Year 3: 2022-2023: salary schedule to increase by the following: Range of 1.8% (floor) to 2.0% (ceiling) (based on 12/31 CPI calculation used in tax cap)

Year 4: 2023-2024: salary schedule to increase by the following: Range of 1.8% (floor) to 2.0% (ceiling) (based on 12/31 CPI calculation used in tax cap)

Year 5: 2024-2025: salary schedule to increase by the following: Range of 1.8% (floor) to 2.0% (ceiling) (based on 12/31 CPI calculation used in tax cap)

Payroll checks shall be direct deposited to the unit member's bank account.

ARTICLE 5
PRIOR BENEFITS AND CONDITIONS

Section 1 - A prior benefit, practice, or condition of employment shall be defined and limited to those benefits, practices or conditions which have been conferred by the Board as an affirmative policy or benefit, rather than practices or conditions which have developed and which can be loosely described as beneficial, but which are, in reality, merely the product of unenforced contract provisions, laxity in administrative practice or suspension, etc.

Section 2 - No part of this Agreement shall be construed to preclude the Board from giving any further benefits to its employees, upon prior notification to the Union.

ARTICLE 6
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 7
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 8
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. Such grievance must be brought within ninety (90) calendar days of the event giving rise to the grievance. 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 at this stage, the matter shall then be referred within fifteen (15) days after the department head's decision to a joint committee consisting of two (2) persons each to be designated by the Board and the Union. The joint committee shall, within fifteen (15) days of receipt of the written grievance, render its decision.

Section 4 - If the grievance is not satisfactorily resolved at the joint committee level, the matter shall then be submitted by the committee, within fifteen (15) 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 5 - 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 period for responses shall be the same as indicated in Section 3 and 4 above.

Section 6 - 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 7 - 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 8 - The 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 9 **HOURS OF WORK WEEK**

Section 1 - Except as set forth below in Section 3, the normal work week for all regular full-time day custodial, maintenance and transportation employees covered by this Agreement shall be five (5) days, Monday to Friday inclusive, consisting of forty (40) hours per week, on the basis of eight (8) hours per day, exclusive of lunch.

Section 2 - The above described employees shall work in any of the following shifts:

(a) day shift; (b) evening shift; (c) night shift.

Section 3 - There shall also be a Tuesday to Saturday work week for one (1) maintenance and one (1) grounds worker hired after October 10, 2005. It is expressly understood that work on Saturday for those employees on the Tuesday to Saturday schedule shall be paid straight time. The parties acknowledge that there may be a different hourly schedule for work on Saturday versus work on Tuesday to Friday, to be discussed with the Union. All other scheduling issues relating to the Tuesday to Saturday workweek shall be discussed with the Union.

Section 4 - Summer hours for the transportation staff shall be 7:00 a.m. to 3:30 p.m. with one-half (½) hour for lunch.

ARTICLE 10
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 11
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 full-time employees within the Department, by building, classification, skill required, and then, if necessary, by district-wide selection by seniority.
- Section 3** - Overtime 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** - The rate of time and one-half shall be used in computing overtime occurring Monday through Saturday.
- Section 5** - All worked performed on a Sunday shall be paid at the rate of double time.
- Section 6** - 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 7** - Saturday bus trips shall be assigned on a rotating, non-discriminatory basis among all drivers (F/T and P/T) within the Department. Payment for all hours up to 8 or 40 within the workweek, Monday - Saturday, shall be at straight time rates.
- Section 8** - Drivers who report for a weekend field trip bus run, which has been canceled without notification to them, shall receive pay for two (2) hours.
- Section 9** - Two hours of time and one-half overtime will be paid to Head Custodians, or others, assigned to check boiler operations on weekends. Effective July 1, 2017 the time shall be increased to three (3) hours. The purpose

of these checks is to make certain that classrooms and other spaces are at the proper temperature at school starting time.

The Supervisor of Buildings and Grounds will determine when to start and stop these checks during the school year.

ARTICLE 12 **EMERGENCY WORK**

Section 1 - It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency.

Section 2 - When an employee is called in to perform work in an emergency, this is, for work outside his normal working hours when he has not otherwise been asked to come in at a specific time, he shall be paid at time and one-half for such work and shall be guaranteed at least two (2) hours of such work. Such emergency work shall be limited to the emergency work for which he was called in.

Section 3 - The parties agree that in the event the two (2) hour period has not expired prior to the employee's start of his regular work shift, then the special emergency work pay and guarantee provision shall be superseded by the employee's regular working shift pay.

Section 4 - In June of each year of this contract, unit members who regularly report to work for snow removal when called in by their supervisor shall be paid a total of \$200 for their efforts during the snow removal season. "Regularly" means that the employee must not miss one call-in.

Section 5 - Effective July 1, 2021, for each school year, effective with the 2nd occurrence, in the event of school closure due to inclement weather, employees reporting on such days shall receive in addition to their regular pay, eight (8) hours of compensatory time or pay at the employee's option, to a maximum of three (3) days annually, which shall include days when the District resorts to remote learning due to inclement weather. Such time in the case of compensatory time shall be utilized when school is not in session with prior approval of the employee's supervisor.

Section 6 - **Transportation Snow Days:** Effective July 1, 2021, when school is closed due to inclement weather, drivers shall not be required to report up to a maximum of three (3) days annually. A report team shall be created of twelve (12) drivers that will report. Those reporting will receive \$65.00 per person in addition to regular pay, as well as mid-day pay, if applicable, and drivers shall be chosen by inverse order of seniority if a sufficient team of twelve (12) is not achieved. Three (3) additional drivers shall

constitute a standby backup team that would report at the direction of the Transportation Supervisor if a member of the twelve (12) member team is unable to report.

ARTICLE 13
HOLIDAYS

- Section 1** - There shall be thirteen (13) paid holidays for all twelve (12) month employees. Holidays shall be designated prior to June 1 by Administration, after discussions with the Union, for the following school year. Effective July 1, 2022, holidays for Christmas Eve and New Year's Eve shall be added for a total of fourteen (14) days. In addition, effective July 1, 2022, Juneteenth shall be a day off for all employees when school is closed.
- 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 (The floating holiday in this instance is not available for Juneteenth). In such event, the parties shall by 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 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 bus drivers will receive ten (10) paid holidays each year, payment based on scheduled work hours. The District may schedule transportation drivers or matrons off on Juneteenth without loss of pay at its option.

ARTICLE 14
SICK LEAVE

- Section 1** - All twelve (12) and ten (10) month full-time employees, on probation, shall receive during their first 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 month for full 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 twelve month full-time employees who have completed their probationary period shall be entitled to eighteen (18) days sick leave per year, effective July 1, with unlimited accumulation.

Section 3 - All ten month full-time employees who have completed their probationary period shall be entitled to fifteen (15) days sick leave per year, effective September 1, with unlimited accumulation.

Section 4 - Part-Time Drivers hired prior to September 1, 1988

- a) Regular part-time transportation employees who have completed their probationary period shall be entitled to five (5) days sick leave per year, effective September 1, with unlimited accumulation (one-half day for each full month between hiring and June 30). Sick leave credit during the first year to June 30 shall follow the same procedures as for twelve and ten month full time employees. After two (2) years employment, effective September 1, sick leave entitlement shall increase to ten (10) days per year.
- b) Regular part-time transportation employees who have completed four (4) or more years of continuous service as of September 10 and working twenty (20) hours or more per week, shall receive the same sick leave accrual as ten (10) month full-time employees (15 days/year). A request by the part-time bus drivers for less than 20 hours per week shall disqualify the driver for this benefit effective with the hourly change.

Section 5 - Part-Time Drivers hired after September 1, 1988

- a) For the two (2) year calendar period after employment there will be no payment for absence due to sickness.
- b) During the 3rd and 4th calendar year after employment, sick leave payment will be made on the basis of service with maximum usage and payment limited to five (5) days per year.
- c) Commencing with the fifth (5th) calendar year of employment, the sick leave granted shall be as listed below plus the banked one-half days.

5th year - 6 days
6th year - 7 days
7th year - 8 days
8th year - 9 days
9th year - 10 days

- d) For those employees whose work year commences during the calendar year, the applicable sick leave (a-c) shall be prorated for the year.
- e) Sick leave effective with the ninth (9th) year of employment shall be limited to ten (10) days per year.

Section 6 - 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 7 - 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 8 - 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. The Union acknowledges the District's interest with regard to the propriety of Workers' Compensation claims and their financial impact.

Section 9 - Full-time employees who have catastrophic illness (i.e., heart attack, stroke, etc.) will be granted sick leave, after all accrued sick leave and vacation days have been used, as follows:

Employees with 5 or more years of service - a pay for a period of up to 6 months.

Employees with 8 or more years of service - ½ pay for a period of up to 6 months.

Section 10 - Extended sick leave may be granted to an 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

(½) pay and is not subject to the grievance procedure. Consideration for this extended sick leave shall include part-time transportation employees also.

ARTICLE 15
VACATION

- Section 1** - A. Full-time (12 month) employees who have completed their first fiscal year of employment, shall be granted fifteen (15) working days of vacation with pay, computed on the basis of 1¼ 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 1.67 vacation days per month of service, thus providing up to a maximum of one additional week of vacation. Part-time (12 month) employees will be granted prorated vacation on the basis of time served.
- B. Employees shall be permitted to carry over five (5) vacation days annually to a maximum of fifteen (15) days plus the current year's accrual. Employees with a minimum of fifteen (15) years of employment in the District may be permitted to carry over a maximum of twenty-five (25) days. However, such eligible members cannot utilize more than fifteen (15) carry over days a year.

Section 2 - 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 seniority within each department.

Section 4 - Evening and night shift employees will receive shift differential included in their vacation pay.

Section 5 - A. Regular part-time transportation employees, who work twenty or more hours per week, shall be granted vacation days with pay as follows:

<u>After Completion of Continuous Service</u>	<u>Effective July 1 (12 mos.) Effective Sept. 1 (10 mos.)</u>
After one year	1 day
After two years	2 days

- B. 1. Part-time transportation employees with four (4) or more years of continuous service as of September 10 and working twenty (20) hours or more per week, shall be treated as ten (10) month employees for vacation purposes. (For example, 7 years continuous service working 5 hours per day, will receive 16 vacation days pay). A request by the part-time transportation employees for less than 20 hours per week shall disqualify the transportation employee for this benefit effective with the hourly change.

Effective July 1, 2013, this vacation pay benefit shall only apply to eligible transportation employees hired on or before October 1, 2000; this benefit shall also apply to eligible transportation workers hired between October 1, 2000 and June 30, 2004, for the 2013-2014 fiscal year only.

Vacation pay shall be paid to the part-time transportation employees upon conclusion of the school year and the transportation employees must be on the payroll at year-end to receive payment (no proration). This vacation payment will be prorated.

2. Notwithstanding paragraph 1 above, effective July 1, 2014, regular part-time transportation employees hired between October 1, 2000 and June 30, 2004, with four (4) or more years of continuous service, shall only be eligible to receive pay for up to no more than twelve (12) vacation days for the 2014-2015 fiscal year. Effective July 1, 2015, such employees shall only be eligible to receive pay for up to no more than eight (8) vacation days for the 2015-2016 fiscal year. Thereafter, such employees shall only be eligible to receive pay for up to no more than eight (8) vacation days annually. Effective July 1, 2017, such employees shall only be eligible to receive pay for up to no more than nine (9) vacation days annually.

3. Notwithstanding Paragraph 1 above, effective July 1, 2013, regular part-time transportation employees hired between July 1, 2004, and June 30, 2013, with four (4) or more years of continuous service, shall only be eligible to receive pay for up to no more than

eight (8) vacation days annually. Effective July 1, 2017, such employees shall only be eligible to receive pay for up to no more than nine (9) vacation days annually.

4. Notwithstanding Sections A and B above, effective July 1, 2013, regular part-time transportation employees hired on or after July 1, 2013, shall not be entitled to any vacation pay set forth in Article 15, Sections A, B, and C.

- C. A snow day appearing on the calendar which is not utilized and which is paid for with no work performed shall count as a vacation day, for part-time transportation employees.

ARTICLE 16 **TRANSPORTATION EMPLOYEE INCENTIVES**

- A. **Bus Drivers:** Bus drivers who are not involved in a bus accident of any sort or receive traffic citations during the school year, and who are not disciplined or given a letter of warning and caution (also known as a counseling memo) shall receive \$125 annually. Such amount shall increase to \$150 July 1, 2021.
- B. **Bus Mechanics:** In the event the bus mechanics achieve a 97% average safety inspection for the year and are not disciplined or given a letter of warning and caution (also known as a counseling memo), they shall receive \$125 annually.
- C. **Bus Drivers, Mechanics and Matrons:** Any bus driver mechanic or matron who achieves perfect attendance (excludes personal, bereavement or snow days) for the school year shall receive \$125. Effective July 1, 2021, bus matrons shall be included in the attendance incentive.

Any dispute concerning eligibility for these incentives is not subject to the grievance procedures in the contract.

ARTICLE 17 **HEALTH, DENTAL AND LIFE INSURANCE PLANS**

Section 1 - Health Insurance

The Board agrees to provide a health insurance plan for all regular employees who work twenty (20) hours or more per week and are covered by this Agreement including dependents.

Unit members with effective start dates prior to July 1, 2013 shall contribute 15% of the premium costs. Unit members with effective start dates on or after July 1, 2013 shall contribute 20% of the premium costs.

Administration shall have the right to designate the insurance carrier, including self-insurance, as long as the benefits in effect at the time of the change in carriers do not decrease.

Any employee who opts to cancel their health insurance policy will receive quarterly cash payments equal to fifty (50%) percent of the District's annual single or family premium effective with the first full quarter after such declaration.

Effective July 1, 2017, Unit members who presently opt out of health insurance coverage shall receive declination payments at the rate paid during the 2016/2017 school year. That amount is thereby capped at that amount, and the fifty (50%) percent formula reflected in the contract is no longer in effect.

Any current unit member (hired prior to July 1, 2017) who is not presently opting out of health insurance coverage, who subsequently elects to opt out of coverage on or before June 30, 2020, shall also be eligible for the opt out payment at the 2016/2017 rate.

Any unit member with an effective hiring date of July 1, 2017 and thereafter, and any current unit member who does not elect to opt out by June 30, 2020 shall be eligible for opt out payments at the following annual rates: \$5,000 family, \$2,500 individual.

An employee who selects this option shall have the right to re-enter the health insurance plan upon ninety (90) days notice to the District.

School bus drivers shall be eligible for coverage under the Healthcare Plan after one (1) month of employment.

All other employees (excluding Bus Drivers) shall be eligible for coverage under the Healthcare Plan after three (3) months of employment.

Excess Major Medical Coverage: The option of excess medical coverage at 100% premium cost paid by the employee is available to the member.

The District can offer optional alternative health insurance plans at the same contribution rate that applies to NYSHIP coverage. The District shall consult with the Union prior to offering any alternative health insurance plan. The District's right to offer an alternative health insurance plan shall be contingent on such plan also being offered to at least fifty (50%) percent of the employees in bargaining units in the District.

Section 2 - Dental Insurance

The Board agrees to provide a fully paid dental plan, for employees and their dependents, for all regular employees who work twenty (20) hours or more per week and are covered by this Agreement.

The Dental Plan shall be the same Plan offered Teaching and Administrative personnel. Should the District agree to improve the Plan on a District wide basis said improvements shall be afforded unit employees.

Section 3 - Life Insurance

For all full-time employees covered by this Agreement, the Board agrees to continue to maintain a fully paid group life insurance and accidental death policy in the amount of thirty thousand (\$30,000) dollars. Effective July 1, 2021 the amount shall increase to forty thousand (\$40,000) dollars.

Section 4 - Retiree Health Coverage

The District hereby agrees to provide all eligible bargaining unit employees with retiree health insurance as follows: Employees hired on or prior to August 7, 1996, shall receive retiree health coverage with 95% of the individual or family plan paid by the District and the remaining 5% paid by the retiring employee. Employees hired subsequent to August 7, 1996 shall receive retiree healthcare insurance into retirement 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 healthcare retiree contract (Appendix "C").

Employees hired on or prior to August 7, 1996, shall be required to contribute a percentage for premiums into retirement not less than the percentage which the employee contributed in his/her last year of active employment in the District. Those employees hired after August 7, 1996, shall receive retiree healthcare insurance into retirement with sixty (60%) percent of the premium cost paid by the District and forty (40%) of said cost absorbed by the employee.

ARTICLE 18
LONG TERM DISABILITY

The District will provide the same Long Term Disability Insurance coverage for employees working 20 hours or more as granted to other employee units under the same terms and conditions for employee contribution.

ARTICLE 19
TERMINAL LEAVE PAYMENT

A. 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 one hundred and fifty (150) days, times forty (40) percent, times the daily rate of pay (maximum payment sixty (60) days).

B. In years 2 and 3 of this agreement only (July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023), the terminal leave payout shall be calculated at the rate of sixty (60%) percent of the accumulated days up to a maximum of two hundred (200) days. The maximum payment is 120 days. This paragraph shall sunset and be of no force and effect after June 30, 2023.

C. For employees retiring after June 30, 2023, the terminal leave payout shall be calculated at the rate of fifty (50%) percent of the accumulated days up to a maximum one hundred fifty (150) days. The maximum payment is seventy-five (75) days.

D. For the employees having perfect attendance during their last year of employment prior to retirement, the maximum payment for terminal leave pay shall be increased by twelve (12) days.

E. Terminal leave payment shall be made in the form of a non-elective employer contribution pursuant to IRS § 403(b).

ARTICLE 20
RETIREMENT

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

ARTICLE 21
LONGEVITY PAY

An amount equal to five hundred seventy-five (\$575) dollars per year shall be granted to each full-time employee and part-time employee, working twenty-five (25) or more hours per week, after completion of ten (10) continuous years of service; one thousand five hundred seventy-five dollars (\$1,575) after completion of fifteen (15) continuous years of service; and two thousand seventy-five dollars (\$2,075) after completion of twenty (20) continuous years of service. Payment of the longevity amount will be prorated from the anniversary date to the following June 30. The total amount of the longevity payment shall be paid as a separate check on the last pay day in June. Effective July 1, 2021, the longevity steps (10, 15 and 20 years) shall be increased by \$75, resulting in the following amounts: six hundred fifty (\$650) dollars per year after completion of ten (10) continuous years of service; one thousand six hundred fifty (\$1,650) dollars after completion of fifteen (15) years of continuous service; and two thousand one hundred fifty (\$2,150) dollars after completion of twenty (20) years of continuous service. Effective July 1, 2023, the longevity steps (10, 15 and 20 years) shall be increased by fifty (\$50) dollars, resulting in the following amounts: seven hundred (\$700) dollars per year after completion of ten (10) continuous years of service; one thousand seven hundred (\$1,700) dollars per year after completion of fifteen (15) years of continuous service; and two thousand two hundred (\$2,200) dollars per year after completion of twenty (20) years of continuous service.

No increased longevity pay (movement to another service longevity category) shall be granted to eligible unit members for the 2013-2014 fiscal year. Such increases for the 2013-2014 fiscal year shall be lost forever. The unit member's years of service are not affected by this frozen longevity.

Thereafter, longevity movement shall continue in accordance with the Collective Bargaining Agreement and current practices.

ARTICLE 22
VACANCIES AND PROMOTIONS

Section 1 - The definition of "Promotion" shall mean an increase in base pay.

Section 2 - The Board agrees that wherever possible vacancies shall be filled and promotions shall be made from within the District from among qualified individuals. Promotions shall be governed by the ability of the employee to perform. In a case where two or more individuals within the District are equally qualified, seniority shall prevail.

Section 3 - All job and shift openings and promotions shall be posted and all employees in the unit shall have the opportunity to bid on same before persons outside the District are hired to fill the positions.

Section 4 - An employee who is promoted to a different job category shall suffer no reduction in pay on the occasion of such promotion and shall retain the greater of his own previous pay or pay provided for the job.

ARTICLE 23
JOB POSTINGS

Section 1 - Available positions shall be posted for a period of five (5) work days and the Union shall be advised regarding disposition of job postings.

Section 2 - The District may employ up to three (3) maintenance mechanic positions for the evening shift. After posting these positions to these employees, the District may then hire to fill these positions.

ARTICLE 24
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 25
SHOP STEWARDS

Section 1 - The Union shall have the right to elect a shop steward for each department, except for custodians, who shall have a shop steward for each building.

Section 2 - Shop stewards shall be elected under the terms of the constitution and by-laws of the local union. The Union shall furnish a list of the names of the shop stewards to the District.

Section 3 - The shop steward designated by the Union shall have normal shop steward privileges. That is, the District shall not unreasonably deny him the opportunity during working hours to investigate grievances or to provide new employees with Union forms, when this cannot be accomplished outside of working hours.

Section 4 - Up to an aggregate of four (4) paid days shall be provided to unit Shop Stewards annually to attend UPSEU sponsored training seminars.

ARTICLE 26
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 27
CLASSIFICATION

- Section 1** - Employees covered by this Agreement shall be classified in the categories as shown in Appendix "A" of this Agreement.
- Section 2** - Should an employee be designated by his superior to assume the responsibilities of a higher paying classification, commencing with his fourth consecutive day at such higher classification work, he shall receive the higher rate for that classification retroactive to the first day of such work. Such designation to the employee shall be in writing.

For those employees designated below the higher rate shall be effective with the first day of such designation. It is agreed that someone will be designated for such additional compensation.

Acting Chief Custodian
Acting Head Custodian
Acting Head Supply/Material Senior Clerk
Acting Head Groundskeeper
Acting Lead Maintenance Mechanic
Acting Night Supervisor

- Section 3** - Should the Board contemplate any change in classifications or the establishment of new classifications, such action shall not become final until there is full discussion with the Union. Classifications previously written into the contract shall remain in effect (see 1973-76 and 1976-79 contracts) with the exception that custodians are responsible for maintenance of the school grounds from the building to the sidewalks and this portion of the job description is eliminated from the groundsman classification.

Section 4 - Employees hired subsequent to August 7, 1996, who work in a higher classification or who are promoted to a higher paid classification shall receive the top pay rate of said position the Monday of the following two (2) week period upon assuming the position.

ARTICLE 28
FOUL WEATHER GEAR AND UNIFORMS

The Board agrees to provide foul weather gear to custodians, bus mechanic, maintenance mechanics and groundsmen. Foul weather gear shall be defined as slickers (jackets), trousers, and boots (galoshes/overshoes). Throw away clothing will be supplied to custodians involved in boiler cleaning. Winter jackets shall be supplied to the bus mechanics.

Three (3) clean uniforms will be supplied weekly to bus mechanics and the driver mechanic and two (2) clean uniforms weekly to grounds personnel and painters. The District will ensure that bus mechanics have five (5) clean uniforms on hand at all times. Short sleeve shirts will be supplied during the months of July and August. Coveralls shall be supplied to the maintenance mechanics. The type, style, and usage of the uniform and coveralls, and whether it shall be purchased or rented, will be determined by the District.

Bus Mechanics -

The District agrees to provide mechanics with a sub-zero winter coat which shall be replaced based on wear and tear. Such coats shall be in addition to jackets currently provided. The District will pay up to a cost of \$100 per mechanic.

Safety Work Shoes -

Bus Mechanics -

The District shall pay up to one hundred twenty-five (\$125) dollars annually for the purchase of safety work shoes.

Mechanic/Grounds -

The District shall pay up to one hundred twenty-five (\$125) dollars annually for the purchase of shoes worn during work.

ARTICLE 29
BUSINESS DAYS

A maximum of five (5) paid days off per fiscal year for business shall be granted to regular full-time employees covered by this Agreement. Two (2) of these five (5) days may be charged as personal days. Ten (10) month Transportation employees shall be entitled to a maximum of four (4) paid days. Two (2) of these four (4) days may be charged as personal days.

Under extenuating circumstances, days may be extended beyond four (4) days at the discretion of the Superintendent of Schools. Prior written approval for a business day is required, except in cases of unforeseeable emergencies when it is impossible to submit a written request. Business days shall not be deducted from sick leave. (Refer to Appendix "E" for guidelines.)

In the event that the personal days of the ten and twelve month employee have been fully exhausted, one (1) available sick day may be converted to a personal day.

ARTICLE 30
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.

ARTICLE 31
BEREAVEMENT LEAVE

Section 1 - Three (3) paid days, absolute, shall be allowed for bereavement leave in the event of a death in the immediate family. Effective July 1, 2021, the number of bereavement days shall increase to five (5). These days shall be allowed on the occasion of each death in the immediate family and shall not be limited to five (5) per year, regardless of the number of deaths in the family. In extenuating circumstances, as determined by the District, employees may be granted bereavement leave that is not contiguous to the death at issue.

Section 2 - The immediate family is defined to include parents, parents-in-law, brothers, sisters, spouse, children, grandparents, guardians, grandchildren, brother-in-law, sister-in-law, 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.

ARTICLE 32
SHIFT DIFFERENTIAL

All employees covered by this Agreement who are employed on the evening or night shift shall receive a pay differential equal to ten (10%) percent of their salary.

ARTICLE 33
TRANSFERS IN SHIFTS

- Section 1** - The Board agrees that except for emergencies an employee shall not be transferred from one building to another, or from one department to another department, or one shift to another shift, without prior discussion with the Union.
- Section 2** - Placement of evening shift employees on the day shift during summer vacations will be done only with the employee's approval. Any employee who agrees to this change in shift will not receive night shift differential for the summer period.
- Section 3** - District painters will work the evening shift when school is in session. At all other times when school is not in session, painters will work the day shift. Evening shift differential will be paid to the full-time painters when transferred to the day shift when schools are not in session.

ARTICLE 34
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 each school 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** - **Tools** - All special tools shall be supplied, maintained and replaced by the District, in accordance with current practice.
- Section 5** - **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 6** - **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 7** - **Transportation Runs** - These shall be selected in accordance with Appendix "B."
- Section 8** - **Labor Management Committee** - The parties agree to establish a labor management committee which shall meet regularly. Each party shall have an equal number of representatives on the committee.
- Section 9** - The unit shall have representation on the District calendar committee as well as District wide safety committee.

ARTICLE 35
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 operations of the District. Such request will not be unreasonably denied.
- Section 2** - **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. Employee may elect to take sick time unpaid.
- Section 3** - **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 shall not be unreasonably denied.
- Section 4** - **Medical Needs** - Personal medical leave shall be granted for a maximum of twelve (12) months, if medically necessary and upon documentation thereof.
- Section 5** - **Non-Medical** - A leave of absence for non-medical need of the individual may be granted for a maximum of twelve (12) months. A maximum of two such leaves will be granted during any five (5) year period.
- Section 6** - Child Bearing, Child Rearing and non-medical leaves require, where possible, a thirty day (30) advance written request and approval by the Board of Education. The thirty (30) day notice will be waived if there are

extenuating circumstances that prohibit the employee from providing such notice. Written notification must be given to the Personnel Office at least fifteen (15) days prior to the end of the leave as to the individual's intent to return. A lack of such notice after the commencement of the fifteen (15) day period may result in the termination of employment with the District.

- Section 7** - All unit employees shall be eligible for leaves to be granted in accordance with the Family Medical Leave Act.
- Section 8** - An employee returning from leave will not be guaranteed to be returned to the same building assignment held at the time of the leave-taking, but shall be returned to the same shift and classification. The District may require medical documentation certifying that the employee is fit to return to work.
- Section 9** - It is understood that summer health insurance benefits are afforded to a ten-month employee provided they are employed with the District for the entire month of September. In the event an employee does not return in September and resigns employment, 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 10** - An employee on unpaid leave of absence accrues no sick leave credit or vacation credit. Seniority shall accrue during leaves in accordance with current practice.
- Section 11** - An employee on leave may not engage in other employment without prior written approval unless the employee had such employment at the time of the leave-taken.
- Section 12** - A written leave of absence for a period of one (1) year for full time Union business may be requested upon written notice of the Union. Such request shall not be unreasonably denied.
- Section 13** - All bargaining unit employees shall be entitled to the benefits of the above provisions.

ARTICLE 36
RE-PRIVATIZATION/SUB-CONTRACTING OF THE
TRANSPORTATION DEPARTMENT

The Memorandum of Agreement (Appendix "D") between the parties dated July 22, 1996, concerning privatization/subcontracting of the transportation department shall become an integral part of this agreement.

ARTICLE 37
JURY DUTY

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

Shift employees called for jury duty are, in effect, assigned to day shift for the period of jury duty. Reimbursement for time spent on jury duty, excluding mileage allowance, shall be repaid to the District.

ARTICLE 38
SUBSTITUTES AND TEMPORARY SUMMER EMPLOYEES

Employees hired by the District on a temporary basis whose employment is limited shall not be eligible for benefits. Rates of pay shall be established by Administration.

ARTICLE 39
REDUCTION OF STAFF

Seniority as a principle shall govern in case of the 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 40
VACATION SHUT-DOWN PERIOD

Employees will be required to take two (2) weeks of their vacation time when school is closed for student instruction. Example: Summer, spring, and winter recess periods, however, vacation time cannot be taken five (5) work days prior to the first day teachers report of school opening.

All vacation requests are subject to management approval. Reasonable request will be accommodated as long as a minimum of half the staff in a specific building will not be on vacation. Example: If there are four (4) UPSEU members on staff in a building, two

(2) will be permitted to take vacation. Management also has the prerogative not to approve vacation requests if a building is left shorthanded. This article excludes bus drivers and bus matrons.

In its sole discretion, based on the changing operational needs of the District, the District may elect to reduce the requirement of 'two (2) weeks' vacation when school is closed to no less than 'five (5) days' when school is closed. The District's determination, if any, to reduce the vacation requirement in any given year shall not be grievable nor appealable in any forum.

ARTICLE 41
CAR ALLOWANCE

Those individuals entitled to car allowance shall receive one thousand fifty (\$1,050) dollars per year.

ARTICLE 42
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 43
SICK LEAVE DONATION PROGRAM

A sick leave donation program shall be implemented in the same manner and under the same terms as provided Teacher unit personnel, except that employees will not be required to reapply annually.

ARTICLE 44
MEAL ALLOWANCE

Employees required to perform emergency snow removal work shall receive the following meal allowance:

Breakfast -	\$ 6.50
Lunch -	\$ 9.50
Dinner -	\$16.00

ARTICLE 45
SIGN-IN/SIGN-OUT PROCEDURES

A sign-in/sign-out procedure shall be established for employees that work the evening shift. The procedure shall provide for the night shift employees calling in to a designated phone number from a District landline phone at the conclusion of their shifts.

ARTICLE 46
DURATION OF AGREEMENT

Section 1 - The provisions of this Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2025.

Section 2 - On or after January 15, 2025, 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.

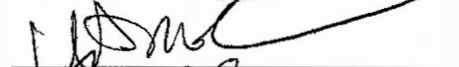
UNITED PUBLIC SERVICE
EMPLOYEES UNION



10-11-2022
Kevin E. Boyle, Jr., President


Randy Tillman, Director of Organizing


Warren Roberts, Chief Shop Steward

BOARD OF EDUCATION OF
SOUTH HUNTINGTON UNION FREE
SCHOOL DISTRICT


Superintendent of Schools


President, Board of Education

March 29 2022	SOUTH HUNTINGTON UFSD					
OM	Operations & Maintenance	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
A	Custodian					
P1		\$60,273	\$61,357			
P2		\$61,994	\$63,110			
P3		\$63,715	\$64,862			
P4		\$65,438	\$66,616			
P5		\$67,160	\$68,369			
PERM		\$68,882	\$70,122			
B	NS JHS, Sup/Mat., Mail					
P1		\$64,792	\$65,958			
P2		\$66,645	\$67,845			
P3		\$68,495	\$69,728			
P4		\$70,346	\$71,612			
P5		\$72,197	\$73,496			
PERM		\$74,050	\$75,383			
C	Maint Stock Clerk					
P1		\$66,299	\$67,493			
P2		\$68,193	\$69,420			
P3		\$70,087	\$71,348			
P4		\$71,982	\$73,278			
P5		\$73,874	\$75,204			
PERM		\$75,771	\$77,134			
D	NS HS, Driver, Mechanic					
P1		\$69,313	\$70,560			
P2		\$71,294	\$72,577			
P3		\$73,274	\$74,593			
P4		\$75,253	\$76,607			
P5		\$77,233	\$78,623			
PERM		\$79,213	\$80,639			
E	Head Cust ELE					
P1		\$70,817	\$72,091			
P2		\$72,844	\$74,155			
P3		\$74,865	\$76,213			
P4		\$76,888	\$78,272			
P5		\$78,912	\$80,332			
PERM		\$80,936	\$82,393			
F	Bus Mec, Hd Cust WWHS					
P1		\$72,325	\$73,627			
P2		\$74,390	\$75,730			
P3		\$76,458	\$77,834			
P4		\$78,526	\$79,939			
P5		\$80,589	\$82,040			
PERM		\$82,658	\$84,146			
G	Head Cust JHS					
P1		\$75,338	\$76,694			
P2		\$77,491	\$78,886			
P3		\$79,644	\$81,078			
P4		\$81,796	\$83,269			
P5		\$83,950	\$85,461			
PERM		\$86,100	\$87,650			
H	Chief Cust HS					
P1		\$78,354	\$79,764			
P2		\$80,589	\$82,040			
P3		\$82,832	\$84,323			
P4		\$85,070	\$86,601			
P5		\$87,306	\$88,878			
PERM		\$89,547	\$91,159			

March 29 2022	SOUTH HUNTINGTON UFSD					
OM	Operations & Maintenance	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
I	Bldg Attendant					
P1		\$57,256	\$58,287			
P2		\$58,893	\$59,954			
P3		\$60,530	\$61,619			
P4		\$62,166	\$63,285			
P5		\$63,803	\$64,951			
PERM		\$65,438	\$66,616			
J	Lead IMC Tech					
P1		\$80,341	\$81,787			
P2		\$82,637	\$84,125			
P3		\$84,933	\$86,462			
P4		\$87,228	\$88,798			
P5		\$89,522	\$91,134			
PERM		\$91,819	\$93,472			
K	IMC Technician A					
P1		\$75,338	\$76,694			
P2		\$77,491	\$78,886			
P3		\$79,644	\$81,078			
P4		\$81,796	\$83,269			
P5		\$83,950	\$85,461			
PERM		\$86,100	\$87,650			
L	IMC Technician A - 10 months					
P1		\$62,786	\$63,916			
P2		\$64,577	\$65,740			
P3		\$66,372	\$67,567			
P4		\$68,163	\$69,390			
P5		\$69,957	\$71,217			
PERM		\$71,752	\$73,044			
M	Groundskeeper II					
P1		\$67,805	\$69,026			
P2		\$69,745	\$71,000			
P3		\$71,680	\$72,970			
P4		\$73,620	\$74,945			
P5		\$75,554	\$76,914			
PERM		\$77,491	\$78,886			
N	Head Groundskeeper					
P1		\$73,834	\$75,163			
P2		\$75,944	\$77,311			
P3		\$78,052	\$79,457			
P4		\$80,162	\$81,605			
P5		\$82,271	\$83,752			
PERM		\$84,380	\$85,899			
O	Maintenance Mechanic					
P1		\$75,338	\$76,694			
P2		\$77,491	\$78,886			
P3		\$79,644	\$81,078			
P4		\$81,796	\$83,269			
P5		\$83,950	\$85,461			
PERM		\$86,100	\$87,650			
P	Lead Maint Mech					
P1		\$83,357	\$84,858			
P2		\$85,738	\$87,281			
P3		\$88,120	\$89,706			
P4		\$90,503	\$92,132			
P5		\$92,884	\$94,556			
PERM		\$95,264	\$96,979			

March 29 2022	SOUTH HUNTINGTON UFSD					
OM	Operations & Maintenance	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
Q	Network Comm Spec					
P1		\$83,357	\$84,858			
P2		\$85,738	\$87,281			
P3		\$88,120	\$89,706			
P4		\$90,503	\$92,132			
P5		\$92,884	\$94,556			
PERM		\$95,264	\$96,979			
R	Lead Transportation Mechanic					
	New Position eff 7/1/2021					
P1			\$75,099			
P2			\$77,244			
P3			\$79,391			
P4			\$81,538			
P5			\$83,681			
PERM			\$85,828			

March 29, 2022	SOUTH HUNTINGTON UFSD					
	Operations & Maintenance					
OMNU	Employees Hired after 7/1/2013	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
A	Custodian					
P1		\$60,273	\$61,357			
P2		\$61,994	\$63,110			
P3		\$63,715	\$64,862			
P4		\$63,715	\$64,862			
P5		\$65,438	\$66,616			
P6		\$65,438	\$66,616			
P7		\$67,160	\$68,369			
P8		\$67,160	\$68,369			
P9		\$68,882	\$70,122			
B	NS JHS, Sup/Mat., Mail					
P1		\$64,792	\$65,958			
P2		\$66,645	\$67,845			
P3		\$68,495	\$69,728			
P4		\$68,495	\$69,728			
P5		\$70,346	\$71,612			
P6		\$70,346	\$71,612			
P7		\$72,197	\$73,496			
P8		\$72,197	\$73,496			
P9		\$74,050	\$75,383			
C	Maint Stock Clerk					
P1		\$66,299	\$67,493			
P2		\$68,193	\$69,420			
P3		\$70,087	\$71,348			
P4		\$70,087	\$71,348			
P5		\$71,982	\$73,278			
P6		\$71,982	\$73,278			
P7		\$73,874	\$75,204			
P8		\$73,874	\$75,204			
P9		\$75,771	\$77,134			
D	NS HS, Driver, Mechanic					
P1		\$69,313	\$70,560			
P2		\$71,294	\$72,577			
P3		\$73,274	\$74,593			
P4		\$73,274	\$74,593			
P5		\$75,253	\$76,607			
P6		\$75,253	\$76,607			
P7		\$77,233	\$78,623			
P8		\$77,233	\$78,623			
P9		\$79,213	\$80,639			
E	Head Cust ELE					
P1		\$70,817	\$72,091			
P2		\$72,844	\$74,155			
P3		\$74,865	\$76,213			
P4		\$74,865	\$76,213			
P5		\$76,888	\$78,272			
P6		\$76,888	\$78,272			
P7		\$78,912	\$80,332			
P8		\$78,912	\$80,332			
P9		\$80,936	\$82,393			

March 29, 2022	SOUTH HUNTINGTON UFSD					
	Operations & Maintenance					
OMNU	Employees Hired after 7/1/2013	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
F	Bus Mec,Hd Cust WWHS					
P1		\$72,325	\$73,627			
P2		\$74,390	\$75,730			
P3		\$76,458	\$77,834			
P4		\$76,458	\$77,834			
P5		\$78,526	\$79,939			
P6		\$78,526	\$79,939			
P7		\$80,589	\$82,040			
P8		\$80,589	\$82,040			
P9		\$82,658	\$84,146			
G	Head Cust JHS					
P1		\$75,338	\$76,694			
P2		\$77,491	\$78,886			
P3		\$79,644	\$81,078			
P4		\$79,644	\$81,078			
P5		\$81,796	\$83,269			
P6		\$81,796	\$83,269			
P7		\$83,950	\$85,461			
P8		\$83,950	\$85,461			
P9		\$86,100	\$87,650			
H	Chief Cust HS					
P1		\$78,354	\$79,764			
P2		\$80,589	\$82,040			
P3		\$82,832	\$84,323			
P4		\$82,832	\$84,323			
P5		\$85,070	\$86,601			
P6		\$85,070	\$86,601			
P7		\$87,306	\$88,878			
P8		\$87,306	\$88,878			
P9		\$89,547	\$91,159			
I	Bldg Attendant					
P1		\$57,256	\$58,287			
P2		\$58,893	\$59,954			
P3		\$60,530	\$61,619			
P4		\$60,530	\$61,619			
P5		\$62,166	\$63,285			
P6		\$62,166	\$63,285			
P7		\$63,803	\$64,951			
P8		\$63,803	\$64,951			
P9		\$65,438	\$66,616			
J	Lead IMC Tech					
P1		\$80,341	\$81,787			
P2		\$82,637	\$84,125			
P3		\$84,933	\$86,462			
P4		\$84,933	\$86,462			
P5		\$87,228	\$88,798			
P6		\$87,228	\$88,798			
P7		\$89,522	\$91,134			
P8		\$89,522	\$91,134			
P9		\$91,819	\$93,472			

March 29, 2022	SOUTH HUNTINGTON UFSD					
	Operations & Maintenance					
OMNU	Employees Hired after 7/1/2013	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
K	IMC Technician A					
P1		\$75,338	\$76,694			
P2		\$77,491	\$78,886			
P3		\$79,644	\$81,078			
P4		\$79,644	\$81,078			
P5		\$81,796	\$83,269			
P6		\$81,796	\$83,269			
P7		\$83,950	\$85,461			
P8		\$83,950	\$85,461			
P9		\$86,100	\$87,650			
L	IMC Technician A - 10 months					
P1		\$62,786	\$63,916			
P2		\$64,577	\$65,740			
P3		\$66,372	\$67,567			
P4		\$66,372	\$67,567			
P5		\$68,163	\$69,390			
P6		\$68,163	\$69,390			
P7		\$69,957	\$71,217			
P8		\$69,957	\$71,217			
P9		\$71,752	\$73,044			
M	Groundskeeper II					
P1		\$67,805	\$69,026			
P2		\$69,745	\$71,000			
P3		\$71,680	\$72,970			
P4		\$71,680	\$72,970			
P5		\$73,620	\$74,945			
P6		\$73,620	\$74,945			
P7		\$75,554	\$76,914			
P8		\$75,554	\$76,914			
P9		\$77,491	\$78,886			
N	Head Groundskeeper					
P1		\$73,834	\$75,163			
P2		\$75,944	\$77,311			
P3		\$78,052	\$79,457			
P4		\$78,052	\$79,457			
P5		\$80,162	\$81,605			
P6		\$80,162	\$81,605			
P7		\$82,271	\$83,752			
P8		\$82,271	\$83,752			
P9		\$84,380	\$85,899			
O	Maintenance Mechanic					
P1		\$75,338	\$76,694			
P2		\$77,491	\$78,886			
P3		\$79,644	\$81,078			
P4		\$79,644	\$81,078			
P5		\$81,796	\$83,269			
P6		\$81,796	\$83,269			
P7		\$83,950	\$85,461			
P8		\$83,950	\$85,461			
P9		\$86,100	\$87,650			

March 29, 2022	SOUTH HUNTINGTON UFSD					
	Operations & Maintenance					
OMNU	Employees Hired after 7/1/2013	20/21	21/22	22/23	23/24	24/25
		1.7%	1.8%	TBD	TBD	TBD
P	Lead Maint Mech					
P1		\$83,357	\$84,858			
P2		\$85,738	\$87,281			
P3		\$88,120	\$89,706			
P4		\$88,120	\$89,706			
P5		\$90,503	\$92,132			
P6		\$90,503	\$92,132			
P7		\$92,884	\$94,556			
P8		\$92,884	\$94,556			
P9		\$95,264	\$96,979			
Q	Network Comm Spec					
P1		\$83,357	\$84,858			
P2		\$85,738	\$87,281			
P3		\$88,120	\$89,706			
P4		\$88,120	\$89,706			
P5		\$90,503	\$92,132			
P6		\$90,503	\$92,132			
P7		\$92,884	\$94,556			
P8		\$92,884	\$94,556			
P9		\$95,264	\$96,979			
R	Lead Transportation Mechanic					
	New Position eff 7/1/2021					
P1			\$75,099			
P2			\$77,244			
P3			\$79,391			
P4			\$79,391			
P5			\$81,538			
P6			\$81,538			
P7			\$83,681			
P8			\$83,681			
P9			\$85,828			

March 29, 2022	SOUTH HUNTINGTON UFSD	2020/21	2021/22	2022/23	2023/24	2024/25
BU5D	Bus Drivers	1,017	1,018	TBD	TBD	TBD
30P	30-Passenger Bus & Larger					
P1		25.88	26.35	-	-	-
P2		26.77	27.25	-	-	-
P3		27.62	28.12	-	-	-
P4		28.52	29.03	-	-	-
PERM		29.37	29.90	-	-	-
BMAT	Bus Matron					
P1		15.58	15.86	-	-	-
P2		16.10	16.39	-	-	-
P3		16.63	16.93	-	-	-
P4		17.15	17.46	-	-	-
P5		17.69	18.00	-	-	-
PERM		18.22	18.55	-	-	-
SUBU	Suburban Bus Driver					
P1		22.79	23.20	-	-	-
P2		23.69	24.11	-	-	-
P3		24.56	25.00	-	-	-
P4		25.44	25.89	-	-	-
PERM		26.32	26.79	-	-	-

March 29, 2022	SOUTH HUNTINGTON UFSB	2020/21	2021/22	2022/23	2023/24	2024/25
BDNU	Bus Drivers	1.017	1.018	TBD	TBD	TBD
	Employees Hired After 7/1/2013					
30P	30-Passenger Bus & Larger					
P1		25.88	26.35	-	-	-
P2		26.77	27.25	-	-	-
P3		26.77	27.25	-	-	-
P4		27.62	28.12	-	-	-
P5		27.62	28.12	-	-	-
P6		28.52	29.03	-	-	-
P7		28.52	29.03	-	-	-
P8		29.37	29.90	-	-	-
BMAT	Bus Matron					
P1		15.58	15.86	-	-	-
P2		16.10	16.39	-	-	-
P3		16.63	16.93	-	-	-
P4		16.63	16.93	-	-	-
P5		17.15	17.46	-	-	-
P6		17.15	17.46	-	-	-
P7		17.69	18.00	-	-	-
P8		17.69	18.00	-	-	-
P9		18.22	18.55	-	-	-
SUBU	Suburban Bus Driver					
P1		22.79	23.20	-	-	-
P2		23.69	24.11	-	-	-
P3		23.69	24.11	-	-	-
P4		24.56	25.00	-	-	-
P5		24.56	25.00	-	-	-
P6		25.44	25.89	-	-	-
P7		25.44	25.89	-	-	-
P8		26.32	26.79	-	-	-

New Hire - Operations and Maintenance Employees, Drivers and Matrons -

Employees shall be hired pursuant to the salary schedules set forth herein and shall move to the next step, where applicable, on their annual employment anniversary.

Lead Mechanic Position – Effective July 1, 2021 the District shall create a separate salary schedule for the “Lead Mechanic,” which is two (2%) percent higher than the bus mechanic schedule. The District shall determine if and when the position is needed, and shall have full discretion to appoint a person to this position.

Driver Liaison Position – Effective July 1, 2021, the Driver Liaison shall be compensated at a rate which is \$1.75 per hour higher than the rate applied to bus drivers; which rate shall increase to \$2.00 per hour higher than that given to bus drivers effective July 1, 2022.

The above driver/matron increases after each year of employment shall be effective the first Monday of the following two week pay period.

** Schedule rates shall be prorated for those employees who are employed for less than a twelve (12) month year at 40 hours per week.

*** Part-time bus driver time worked in excess of assigned package shall be paid in ¼ hour (15 minutes) segments.

APPENDIX "B"
PROCEDURES FOR BIDDING TRANSPORTATION RUNS

Section 1 - All transportation runs will be posted for bid once a year, including the position of stand-by driver*, no later than the final week of August. During the month of June, the Transportation Supervisor will post the dates when bidding will occur in August. The individual is responsible for bidding in August or advising the Transportation Office of their general wishes and granting their proxy so that they can be assigned a run during the bidding process if they cannot physically appear on the bid dates specified.

Section 2 - Any increase in transportation run hours or dollars shall be posted for bid.

Section 3 - Bidding shall be in order of full-time, part-time (less than 40 hours/week) seniority, based on the last date of employment. Service time broken by termination shall not count towards seniority.

Section 4 - Individuals who relinquish a portion of their assignment during the year for any reason must give up the total assignment (all tours of duty).

Section 5 - Open bus routes during the year will be posted. Subsequent openings created by movement within the driver staff will also be posted. The Transportation Supervisor will assign the open run(s) until bidding procedures are completed. Posting of open positions will be for a two (2) day period.

Individuals who bid for open runs with fewer or the same hours will be limited to one (1) change per year.

Section 6 - The selection of bus runs shall be as follows:

- a. Five (5) hour guaranteed packages (2.5 hrs a.m. - 2.5 hrs p.m.) and five and three quarter hour guaranteed packages (2.5 hrs a.m. - 3.15 hrs. p.m.) If a p.m. kindergarten is included. All packages shall be established by Administration and drawn by seniority.
- b. Midday routes shall be established as individual routes by administration and drawn by seniority.
- c. Sunday charters will be assigned as of July 1 each year on a continuous, rotating basis by seniority except drivers who start during the year will not be added to the rotation until completion of their probationary period.

- d. If additional midday runs or hours occur during the year, only those drivers who are free for total period can bid.
- e. Absent drivers that are assigned a mid-day run shall not be compensated for the mid-day run in his/her pay computation for that day of absence, i.e., he/she shall only be paid for his a.m./p.m. run(s).

Section 7 - In the event an open position has no bidders, the Transportation Supervisor will assign the run or tours at his discretion.

Section 8 - Intramural bus runs will be bid as a package as determined by the District. Bidding will be as described in 3 and 6 above.

Section 9 - After November 1, changes or additions to the package will be given to the lowest senior driver, when feasible.

Section 10 - The parties agree to establish and implement a Transportation Handbook Committee to review, edit and update the existing Transportation Handbook for the purpose of making it a professional and workable manual for the transportation employees to use. The Committee shall be composed of two members from the School District Administration including the Transportation Supervisor, two members from the transportation staff, as selected or nominated by the UPSEU.

Definitions

* **Stand-by driver** - one whose assignment is for six (6) hours per day. Duties also include washing and cleaning buses, and miscellaneous functions as required and directed. Work hours shall be 7:00 a.m. - 9:30 a.m. and 1:00 p.m. - 4:30 p.m.

Substitute driver - one who is intermittently asked to work when drivers are needed to cover runs due to illness, vacation, etc.

APPENDIX "C"

**RETIREE HEALTHCARE CONTRACT/
SOUTH HUNTINGTON SCHOOL DISTRICT/EMPLOYEE**

The South Huntington School District has agreed with the representatives of the United Public Service Employees Union, to provide _____, who has given long and faithful service to our District, an assurance that he will receive medical insurance coverage to him during his retirement years. It is for this reason that this contract is provided to you.

This agreement is provided to you as a unit member of the United Public Service Employees Union, who has elected retirement under the terms of the New York State Employees' Retirement System and who has been an employee working for the District on a continuous basis the equivalent of ten (10) years of full time employee status (based on an eight hour work day). You are entitled to health insurance coverage into retirement, such coverage is set forth under the terms of the July 1, 2012 through June 30, 2016 negotiated Agreement between the United Public Service Employees Union, and South Huntington School District which is intended to guarantee you healthcare coverage for the term of your life.

You shall be entitled to family coverage if said coverage was in existence at the time of retirement. Family coverage will be converted to individual when dependents at the time of retirement are no longer eligible.

You are to consider this contract as the assurance cited within the collective bargaining contract provision which provided for the commitment of South Huntington School District to maintain, health insurance coverage throughout the term of your retirement years.

Superintendent of Schools or Designee

Employee

Date

APPENDIX "D"

**MEMORANDUM OF AGREEMENT
RE-PRIVATIZATION/SUB-CONTRACTING OF THE
TRANSPORTATION DEPARTMENT**

Subject to ratification of the 1995-2000 contractual agreement, the South Huntington Board of Education and the United Public Service Employees Union, agree as follows:

The District will not contract out District transportation services provided by the District drivers, matrons and mechanics and shall maintain the District run transportation program at the level in effect on the date of this letter subject to the following:

- 1) The District's budget, as approved on May 21, 1996 for 1996/97, includes the purchase of two (2) new buses/vans as previously agreed to by the parties.
- 2) The District shall incorporate in the bond issue to be presented to the District's residents in the near future (1996-97) sufficient monies to insure long-term purchases of buses to replace its aging fleet enabling the District to continue to provide the current level of District transportation. Any resubmitted bond issue may include monies as set forth herein.
- 3) In the event the bond issue (2 above) is not approved, the District will incorporate into the 1997/98 budget monies to purchase two (2) buses. The District shall be permitted, subsequent to a 1996/97 bond issues failure to retire at its option buses as they become no longer capable of transporting children.

Drivers in seniority order affected by the retiring of buses and the contracting out of specific runs associated with such action will be offered work by the contractor but subject to contractor approval. The District shall vigorously support the hiring of District employees by the contractor assuming such work.

- 4) Should the reduction of buses due to aging reach a level of 35% of the current total fleet (Buses 28, Vans, sixteen (16) or less, the District may privatize/sub-contract the public Service Transportation Department operation in its entirety or parts thereof. The District notwithstanding the minimum fleet provision set forth herein shall not privatize/sub-contract its public service transportation not currently contracted out through June 30, 2000. This specific provision (4) shall only become operable if the bond issue is rejected by the District's residents.

Kevin E. Boyle, Jr., President

Superintendent of Schools

Sandy McElearney

Board of Education, President

Date: _____

*The parties are not able to agree to the meaning and applicability, if any, of this Appendix "D" as it relates to sub-contracting of transportation services. Nonetheless and still preserving each other's positions and legal arguments, the parties have reached an understanding that due to the condition of our fleet and for operational/budgetary reasons, it may become necessary for the District, in its discretion, to reduce its existing in-house transportation fleet to 30 buses and to 21 vans through the sub-contracting process.

APPENDIX "E"
GUIDELINES FOR 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
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 (unit members may receive a business day on the Friday prior to a child's Saturday morning college graduation ceremony in the event the location of the graduation ceremony will require the unit member to drive three (3) or more hours.
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.

GROUP D: Personal Day

Limited to two (2) days in accordance with Article 29 of this contract.