

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
SAFETY OFFICERS UNIT

July 1, 2022 – June 30, 2026

Collective Bargaining Agreement

PREAMBLE

AGREEMENT made and entered into this 15th day of April 2024 by and between the BOARD OF EDUCATION OF THE SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, Town of Huntington, 60 Weston Street, Huntington Station, New York 11746 (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 Safety Officer 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 Safety Officers.

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/she notifies the Board of his/her 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

Every member of the negotiating unit who is not a member of the Union shall pay to the Union an Agency Shop fee deduction. The District shall not be liable to see to the proper application of such funds by the Union.

The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs, and attorney's fees that may accrue as a result of the aforesaid agency fee provisions, by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provisions. Furthermore, the Union will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible

Section 6

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 year (365 days). The District reserves the right to discharge any unit member prior to the completion of the probationary period. Thereafter, the provisions of Article 9 of this Agreement apply.

ARTICLE 4

WAGES

Section 1

School Safety Officers

2022/2023: \$27.00 per hour
2023/2024: \$28.50 per hour
2024/2025: \$30.00 per hour
2025/2026: \$31.50 per hour

Section 2

New Hired School Safety Officers during 12 Month Probation Period

Hired 2022/2023: \$25.50 per hour
Hired 2023/2024: \$27.00 per hour
Hired 2024/2025: \$28.50 per hour
Hired 2025/2026: \$30.00 per hour

After the completion of the 12 month probationary period, these School Safety Officers shall be paid at the rate reflected in subparagraph 1 above.

Section 3

Supervisors

2022/2023: \$31.00 per hour
2023/2024: \$32.50 per hour
2024/2025: \$34.00 per hour
2025/2026: \$35.50 per hour

Section 4

All compensation shall be made by direct deposit. However, unit members whose identity is known by the Association and the District shall be grandfathered in and not required to be paid by direct deposit.

Section 5

Event Pay and Summer Work

Unit members that work over the summer recess periods, and unit members who work certain events (prom, senior banquet, homecoming and graduation) shall receive \$1.00 per hour extra for such work, which memorializes the past practice. That rate shall increase to \$1.50 per hour extra effective July 1, 2024.

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/her work shall in the first instance take the matter up with either the building principal or the Supervisor of Facilities who shall orally and informally discuss the grievance with him/her and attempt to resolve it. The grievance shall be initiated within ten (10) days from the date the event or occurrence occurred that is at issue. The building principal or the Supervisor of Facilities shall render his determination to the aggrieved employee within ten (10) 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 the District's decision, the employee may then file his/her grievance in writing with the Superintendent of Schools within ten (10) days after the building principal or Supervisor of Facilities' decision, and a decision shall be rendered by the Superintendent of Schools within ten (10) days after receipt of the written grievance.

Section 3

If the grievance is not satisfactorily resolved by the Superintendent of Schools, the matter shall then be submitted within five (5) days after the decision, to the Board of Education or to a committee of said Board, which shall, within thirty (30) 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 an individual employee's grievance in connection with his/her work, the matter may then be submitted for Advisory Arbitration with the American Arbitration Association. 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.

Section 8

This grievance procedure shall only be applicable to grievances occurring subsequent to the ratification of agreement.

ARTICLE 8

HOURS OF WORK WEEK

Section 1

The normal work week for full-time Safety Officers shall be forty (40) hours per week on the basis of eight (8) hours per day, exclusive of lunch. The District reserves the right to create shifts less than eight (8) hours per day at its discretion. All employees working six (6) hours or more per day shall be required to take a one half (1/2) hour unpaid lunch break, which time shall be added to their assigned shift.

Section 2

All employees shall be compensated for all hours worked during their assigned shifts (except for lunch).

Section 3

All employees hired prior to February 1, 2015 shall maintain their hours of their current shift assignment.

- Section 4** All employees working more than forty (40) hours per week shall be paid at the rate of time and one half after 40 hours.
- Section 5** Full-time employees are considered to be those employees that work an eight (8) hour shift for ten (10) months during the school year.
- Section 6** Unit member shall be paid for up to two (2) emergency school closing days per year on such days that they were previously scheduled to work.
- Section 7** Effective January 26, 2023, unit members who were previously scheduled to work shall be paid for up to two (2) bereavement days in the event of a death in the immediate family. Immediate Family is defined as parents, parents-in-law, brothers, sisters, spouse, children, grandparents, guardians, or any relative living in the employee's household.
- Section 8** Effective January 26, 2023, the District shall order a jacket for all unit members.

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

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.

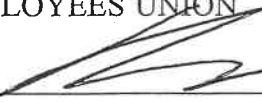
ARTICLE 11

DURATION OF AGREEMENT


- Section 1** The provisions of this Agreement shall be effective as of ratification unless otherwise states and shall remain in full force and effect until June 30, 2026.
- Section 2** On or after January 15, 2026, 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

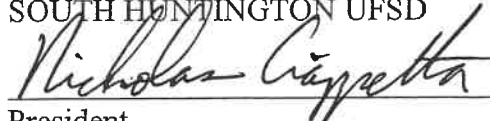


President



Randy Tillman
Assistant Regional Director

BOARD OF EDUCATION OF THE
SOUTH HUNTINGTON UFSD



President

