

A G R E E M E N T

Between

HUNTINGTON UNION FREE SCHOOL DISTRICT
TOWN OF HUNTINGTON, NEW YORK

And

UNITED PUBLIC SERVICE EMPLOYEES UNION
CLERICAL UNIT

2015-2018

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AGREEMENT entered into this 9th day of December, 2015, by and between the Board of Education of Huntington Union Free School District, Huntington, New York, hereinafter referred to as the "BOARD" and the United Public Service Employees Union, Clerical Unit.

ARTICLE I
RECOGNITION AND UNCHALLENGED REPRESENTATION STATUS

- A. By virtue of a Resolution adopted by the Board of Education on September 19, 1995, United Public Service Employees Union is recognized as the exclusive representative of the employees of the secretarial and clerical staff, including but not limited to secretaries, clerks, typists, bookkeepers, purchasing agent, receptionists and switchboard operators, excluding those employees holding the positions of:

Secretary to the Superintendent
Administrative Assistants
Secretaries to Assistant Superintendents
Secretary to the District Clerk
Secretary to the Business Manager
District Treasurer
District Clerk/Principal Clerk
Data Processing Supervisor
Computer Programming Supervisor
Payroll Supervisor

- B. The Union shall be such sole agent of the above enumerated personnel for the maximum period permitted under Section 208.2 of the Public Employees Fair Employment Act.

C. Dues Deduction

1. The Board agrees to the deduction of a uniform amount from the salaries of members of the Union for dues for the Union, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779.
2. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks for ten-month employees, and twenty-four (24) paychecks for twelve-month employees, starting with the first paycheck in September. The Union shall provide the Board with copies of the original signed dues authorization forms of those employees who have voluntarily authorized the Board to deduct dues for the Union and provide the Board with a certification in writing of the rate of its membership dues for the ensuing school

year. The Union agrees not to change the deduction rate or the total amount of dues deducted more than once during the course of the school year.

3. 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.

ARTICLE II TERM OF CONTRACT

This contract shall commence July 1, 2015 and terminate June 30, 2018.

ARTICLE III CONDITIONS OF EMPLOYMENT

A. Work Year

The work year of twelve-month employees shall extend from July 1 through June 30.

The work year of ten-month employees shall extend from September 1 through June 30.

As to ten-month employees, at the discretion of the Building Principal, an employee's work year may commence up to five (5) days prior to September 1st. In the event that a Building Principal elects to commence an employee's work year prior to September 1st pursuant to this paragraph, the Principal shall be required to conclude said employee's work year an equal number of days prior to June 30th, or pay said employee one day's pay for each additional day worked. The Principal shall notify employees of their work schedule for the next school year no later than June 30th.

Effective July 1, 1998 and thereafter, as to ten-month employees assigned to Principals and Directors, (eight – "desks") a procedure shall be in effect for increasing the work year to a maximum of 202 days. This procedure shall govern the volunteer/assignment of these ten-month employees in the employ of the District on or before September 8, 1997 to up to a 202-day work year.

1. The additional work year coverage for the eight desks shall be posted by May 1st of each year throughout the District by assignment and days needed. The said additional days must be assigned directly before or after the regular work year of the position, or in combination, with a maximum extension of ten days before and/or after said work year and in any event, totaling no more than 202 days.
2. Ten-month employees shall have the opportunity to volunteer for such additional work days in the following order:

- a) The incumbent in the particular position
 - b) Ten-month employees in the location of the position
 - c) Other district ten-month employees in seniority order
3. Effective June 30, 1999, the District may, 60 days prior to the end of a fiscal year, upon the recommendation of the Director or Principal at an individual at issue location, revert the individual at issue location to a mandatory system of coverage by first notifying and consulting with the union as to the necessity of this measure. Should a mandatory system be employed as aforesaid, the following rules shall apply:
- a) The occupant of the particular position shall have the first right to work the additional days in whole or in part.
 - b) To the extent that the occupant does not elect his/her option as referred to in "a" above, the principal/director shall assign such additional days to the least senior ten-month employee at the particular location.
4. Employees shall be paid their daily base rate of pay (inclusive of longevity) for each day worked.

B. Work Week

All such employees shall work thirty-five (35) hours per week, five days per week. Effective September 1, 1997, employees shall work pursuant to a "summer hours" schedule during the Spring, Christmas and mid-Winter recess periods.

C. Holidays

Each 12-month employee shall receive 13 paid holidays as follows:

- | | |
|------------------------|------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Day |
| Veterans' Day | Martin Luther King Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |

The remaining three days shall be selected from the list below:

- The day before or after Christmas
- The day before or after New Year's Day
- Washington's Birthday
- Yom Kippur
- Rosh Hashanah

Holidays for ten-month employees shall be those indicated in the school calendar adopted by the Board of Education.

The union shall be consulted if there are any options in the days to be designated as holidays. In the event that a National holiday is declared by Presidential proclamation and observed by the school district closing, all clerical employees on vacation shall be entitled to additional vacation time.

D. Vacations

All twelve-month employees shall be entitled to vacation as follows:

- One (1) to three (3) years of service – 10 days
- Three (3) to seven (7) years of service – 15 days
- Seven (7) or more years of service – 22 days

Those twelve-month employees whose employment began after July 1 of a school year shall have their vacation pro-rated.

Vacation time may be used during July and August, during the time schools are closed for Christmas and the winter and spring recesses, and other days mutually acceptable between employee and immediate supervisor, subject to approval by building principal in those cases where the employee is assigned to one of the schools of the District. Employees not assigned to one of the schools of the District shall obtain approval of the immediate supervisor and the Business Manager. It is understood that adequate clerical coverage must be available in the building at all times.

An employee with three consecutive years or more of service as a ten-month employee who transfers to a twelve-month employee job will be entitled to one-twelfth of annual vacation entitlement for each completed month of service as a twelve-month employee. After the employee has served on the job as a twelve-month employee for three calendar months or more, the employee, subject to the approvals specified in Article III-D, may take vacation time equal to the number of accrued days. The accrued days thus taken shall be deducted from the full approved annual vacation time to which the employee would be otherwise entitled as of the next succeeding July 1st.

Notwithstanding any policy or past practice to the contrary, no employee shall be entitled to accumulate more than 30 vacation days measured as of June 30th.

E. Personal Days

Four personal business days are granted with the provision that the employee must state the reason and receive approval in advance of the day off. Unused days shall be cumulated without limit and treated as Unused Sick Leave under Article IV-D.

On days before or after vacations and holidays, the District may request verification of reason given for Personal Business Day.

Ten month employees shall receive three (3) personal days per year pursuant to this paragraph.

F. School Closings

All clerical employees shall be excused from work on days when the schools are closed or recessed due to snow or other serious weather conditions.

G. Overtime

For authorized work performed in excess of the normal work week, an employee shall be paid at one and one half times the regular hourly rate of pay.

H. Transfers and/or Terminations

Whenever a Principal, Department Head, or other supervisor considers the work of an employee (except while the employee is on probation) to be below standard, the said Principal, Department Head or other supervisor shall notify the employee in writing of that aspect of his/her performance requiring improvement or correction and establish a time within which such employee's performance be brought up to standard before any action be taken by way of transfer or otherwise. There shall be at least one annual evaluation of performance based upon an observation process to be determined by the Superintendent of Schools after consultation with the unit.

I. Smoking

Smoking by employees shall be prohibited at all times in all buildings and in designated areas of the grounds of the Huntington Union Free School District.

**ARTICLE IV
BENEFITS**

A. Sick Leave

1. Each twelve-month employee, after one full year of service in the District, shall be entitled to fifteen full days of sick leave per year cumulated without limit, and ten half days per year cumulated to a maximum of 150 days.

Each ten-month employee, after one full year of service in the District, shall be entitled to fifteen full days of sick leave per year cumulated without limit, and six half days per year cumulated to a maximum of 150 days.

2. During an employee's first year of service, he/she shall be entitled to one full day of sick leave per month of service, cumulated without limit.
3. A maximum of fifteen days of the employee's entitlement referred to in 1) above may be used for illness in the immediate family.
4. A doctor's certificate of proof of illness shall be required for any illness of more than five (5) consecutive days.

Effective for employees hired July 1, 1993 and thereafter, 10-month employees shall receive twelve (12) full sick days per year and six (6) half days per year pursuant to this paragraph.

5. Any employee who will be absent due to illness must call in at least one hour prior to the start of his/her shift.

B. Extended Sick Leave

Employees shall be entitled to receive extended Sick Leave under 1) or 2); or 2) subsequent to the expiration of 1).

After the above referenced fifteen sick leave days have been exhausted, the employee shall be entitled to extended sick leave at one-half pay for half days accumulated under A.1) above.

Alternatively, or upon the expiration of 1), the employee with three years or more of service shall be paid 2% of his/her monthly salary multiplied by the number of years of service in this District, plus \$100 per month for the months in which the employee is ordinarily paid.

No employee shall receive this extended sick leave for more than one school year in any one consecutive five-year period.

C. Sick Leave Bank

To assist members of the unit who suffer prolonged illnesses (due to illness and/or accident or extenuating circumstances) beyond their full and half days accumulations (as provided in Article IV), each member will contribute one day from his/her full day sick leave entitlement annually to a Sick Leave Bank. The total accumulated sick days in the bank shall not exceed 125 days (including accumulations from prior years).

To become eligible for Sick Leave Bank days, an employee must deplete his/her total cumulative sick leave as provided in Article IV; (A-1 through 4), except that a maximum of 30 days per year may be awarded from the bank to employees who have not exhausted their half-day accumulations as provided by this Article.

The bank shall be administered by a clerical Sick Leave Bank Committee consisting of four (4) members, all of whom shall be appointed by the Clerical Unit.

All requests for days from the Bank shall be submitted to the committee whose decision in granting or rejecting the request, in whole or in part, shall be final.

All committee proceedings shall be confidential. The committee may request such information as may be required from an individual clerk, or from the parties to this agreement.

Subsequent to the first year, if it is necessary to replenish the Bank to 125 days, the difference between the balance remaining at the end of the year and 125 days will be made up equally between the employees covered by the bargaining unit and the school district. However, if the employees' share should be less than one half day each, then the school district will provide for the full amount necessary to replenish the Bank.

D. Unused Sick Leave

A retiring employee who has been employed in the District a minimum of five years, who at the time of retirement has been enrolled in the State Health Insurance Program which has been in effect for at least five years prior to such retirement, shall be entitled to have such policy continued for his/her benefit at the District's expense provided, however, that the District's obligation to pay premiums on such policy shall cease upon the employee's death or when the total amount of such premiums paid by the school district equals or exceeds the dollar value of unused sick leave applicable to such employee.

Employees shall be granted the benefits and privileges to the extent provided in Section 41J of the New York State Retirement and Social Security Law dealing with service credit for unused sick leave, including the sick leave granted under Article III-E.

Each employee who is granted retirement in the New York State Retirement System (those with ten (10) years of service who have reached the age of 55 for Tier I personnel, or those with ten (10) years of service who reached the age of 62 for Tier II, Tier III and Tier IV, personnel) shall have the option to be paid for accumulated sick leave days beyond 165 days at one day's pay for each three days accumulated paid at the daily rate in effect at the time of retirement. An employee choosing the option of using all accumulated days towards health insurance into retirement may not avail themselves of the one for three pay out for those days above 165.

E. Health Insurance: Empire Plan – Core Plan plus Enhancement

The District will pay at the rate of 85% of the cost of the premium for the Family Plan and the Individual Plan under the Empire Plan or any plan of the District's choice which provides the same coverage and benefits as the Empire Plan. Effective January 6, 2014, new hires shall be required to contribute 20% to the cost of premium for individual or family coverage.

No health insurance shall be provided during the first six months of employment, or otherwise provided by applicable law. If available under the medical plan, newly hired employees shall be eligible to pay premium during the first six months of employment without cost to the District.

Employee contribution to the cost of premium shall be in equal installments via payroll deduction.

It is recognized that some employees may wish to enroll to carry health insurance under a plan other than the Empire Plan. The dollar contribution of the Board of Education in such cases shall be equal to the dollar contribution made by the Board for those employees electing the Empire Plan.

Any unit member shall have the option of dropping his/her health insurance coverage or changing said coverage from the family to individual coverage. The exercising of the option referred to above shall be subject to the rules and regulations of the district's health insurance provider. A unit member who exercises this option shall receive 50% of the district share of the annual premium for said coverage under the following conditions:

1. The unit member must notify the district no later than October 1st of each school year of his/her decision to change insurance coverage.
2. A unit member who has exercised his/her option of dropping or changing coverage as referred to herein may not reenter the health insurance plan or coverage unless the district is notified on or before October 1st of each school year.

Re-entry or change of coverage shall also be subject to the rules and regulations of the district's health insurance provider.

Payment to the unit member as referred to herein shall be made in two equal installments; the first being on the first pay period in January and the second being on the last pay period in June.

Effective January 6, 2014 and thereafter, the payment in exchange for withdrawing from the health insurance family plan shall be \$8,602. As to employees hired effective January 6, 2014 and thereafter, the payment shall be \$6,452.

The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP").

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for

related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2014.

In the event the rule is ultimately declared to be in violation of rights of employees pursuant to the collective bargaining agreement, in the above-referenced litigation or other litigation, or the rule is otherwise repealed, employees who elected not to participate in the district's health insurance plan (other than through the plan of a spouse) shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB, or the effective date of repeal by NYSHIP. In the event the rule set forth in the NYSHIP Memorandum Number 122r3 is ultimately upheld, this provision shall be deemed amended so as to be consistent with said rule. Unit members remain eligible for the buy back if covered by insurance provided by other than Huntington Union Free School District and from a carrier other than that provided by NYSHIP.

F. Life Insurance

The Board will make available to members of this unit a group life insurance policy with accidental death and dismemberment benefits in the face amount equal to the employees annual salary rounded off to the nearest \$500. The employee shall pay 100% of the premium of such insurance.

G. Guaranteed Ordinary Death Benefit

Employees shall be entitled to death benefits as provided in Section 60-b of the New York State Retirement and Social Security Law, as amended by the Laws of 1971, Chapter 69 and effective April 1, 1971.

H. Worker's Compensation

Whenever an employee sustains a personal injury while in the course of his/her employment, said employee is required to report to the school nurse such injury before leaving the building for the day, and must be examined at the emergency room of Huntington Hospital or by a private physician before midnight of the day on which the injury occurs.

An employee shall receive full pay during his/her absence due to a work-connected injury covered by Worker's Compensation. The Board of Education may have such employee examined by an appropriate physician connected with Huntington Hospital at any time during such absence, to determine whether the employee's condition, due to such work-related injury, continues to require his/her absence from employment. Upon finding by such physician that the employee is fit for duty, the full-pay provision shall be terminated. The full-salary benefit referred to in this paragraph shall be limited to 190

days for 10-month employees and 220 days for 12-month employees for any injury or reoccurrence within two (2) years from the date of the original accident.

During any period of time that the employee receives pay in excess of the usual Worker's Compensation entitlement for an absence covered under Worker's Compensation, the District shall be entitled to his/her compensation payment.

I. Retirement Plan

1. Qualified employees who retire after July 1, 1981 will be eligible for benefits under Sections 75e, 75g, and 75i of the New York State Employees' Retirement System.
2. Credit for certain World War II Service. Employees shall enjoy all of the rights and privileges to the extent provided in Sections 2, Paragraph 31 (2) and 41 (k) of the New York State Retirement and Social Security Law, and Section 243 of the New York State Military Law.
3. Transfer of Members between Systems. Employees shall enjoy all of the rights and privileges to the extent provided in Section 43 of the New York State Retirement and Social Security Law dealing with the transfer of service credit from one retirement system to another.
4. Retirement Increment:

(See Article X-D)

J. U.P.S.E.U., Life, Accident and Health Insurance

A deduction for Life, Accident and Health Insurance will be deducted from paychecks of employees who volunteer for such deductions. There will be no cost to the school district. This deduction will be remitted directly to United Public Service Employees Union, who in turn will make certain that coverage is afforded the employee.

K. Flexible Benefits Plan

The Board will participate in a menu type Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

L. Employee Assistance Program

The District shall participate in an Employee Assistance Program (EAP), the total annual cost of which shall not exceed \$10,000.00 for all employees of the District.

M. Dental Insurance

Unit employees shall be entitled to participate in the District's dental plan. Contribution shall be made on the basis of 80% of the cost of premium paid by the District and 20% paid by the employee.

N. Disability Insurance

The District will provide unit employees with a long-term disability plan providing a 90-day waiting period, 60% of wage benefit. The District's contribution shall be limited to \$125 per year for each unit member. In the event that the District's contribution will exceed \$125 per year per employee, the District shall, at the Union's request, bid the disability program.

**ARTICLE V
TAX SHELTERED ANNUITIES**

The Board of Education shall accept applications from interested members of the clerical staff for reduction in or deduction from the contract salaries, the amount of such deductions to be remitted to a tax-sheltered annuity program approved by the Board of Education.

**ARTICLE VI
PROTECTION OF CLERICAL STAFF**

- A. If a clerical employee is assaulted in connection with his/her employment, the employee shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such clerical employee for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the clerical employee in the event of a civil or criminal proceeding.
- B. The Board agrees to save harmless and protect clerical employees from financial loss and will provide for their defense arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such clerical employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board pursuant to the procedures set forth in Section 3023 of the Education Law.
- C. The Board will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an incident to employment, provided loss is not caused by negligence of the claimant. Personal effects do not include automobile and/or other vehicles.

**ARTICLE VII
LEAVES OF ABSENCE**

A. Death in the Immediate Family or of Nearest Relative

A maximum of five days without loss of pay will be allowed for absence due to a death in the immediate family, or of nearest relative. Such a leave shall be taken within the seven days following such death. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step children and any other members of the household of which the employee is a part. In the case of the death of more distant relative or close friend, absences shall be permitted under the Personal Business Days.

B. Public Obligations

Clerical employees shall be permitted to have time off with pay which is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services, provided that such time off shall be subject to the approval of the Superintendent.

C. Child Care Leave

A request must be made as soon as it is known that it will be necessary and such request must include a statement from a physician giving the anticipated date of birth.

In the case of an interrupted pregnancy, the leave may be terminated by the Board of Education.

D. Other Leaves

Other leaves of absence without pay may be granted with the approval of the Board of Education.

**ARTICLE VIII
ORGANIZATIONAL RIGHTS**

A. Conferences

The President of the unit or his/her designee shall be entitled to attend the Annual SCOPE Conference without loss of pay or sick leave.

The union shall be provided with a total of two (2) days annually for the purpose of attendance at union conferences by a union officer.

B. Job Openings

The President of the Union shall receive notice of all job openings and copies thereof shall be forwarded to the UPSEU office.

**ARTICLE IX
MISCELLANEOUS MATTERS**

A. Conformity to Law

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and no substitute provision shall be established except upon consultation between the parties.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

B. SECTION 204 OF THE TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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.

C. No-Strike Pledge

The Union and the Board of Education subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

D. Agency Fee

The District shall notify all employees who are currently on the payroll within the time covered by this Agreement that those employees who are not members of the Union shall have deducted from their salaries an Agency Fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately

provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District and, except as referred to in this Article, shall be deducted in accordance with same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency shop fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deduction shall be deemed to be a request for a change in the agency fee.

Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deduction shall be notified in writing by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.

The Union affirms that it will establish and will maintain a procedure which provides for the refund, to any employee demanding the same, of any part of an agency fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred -to organizations, then this Article insofar as it relates to agency fee deduction, shall be null and void.

**ARTICLE X
SALARY**

A. 1. Term of Agreement July 1, 2015 to June 30, 2018

a) 2015/16 – the 2014/15 base salary of each employee shall be improved by 2%

2016/17 - the 2015/16 base salary of each employee shall be improved by 2%

2017/18 – the 2016/17 base salary of each employee shall be improved by 2%

b) Effective September 8, 1997 by the membership and the Board of Education:

1. In order to establish a floor for new hire (excludes promotions) base rates of pay, the District agrees to pay new hires at rates of pay no lower than \$1,500 below the base pay of the lowest paid incumbent in that job title inclusive of retroactive increases, working the same length work year. Nothing shall constrain the District from paying a rate of pay which falls within the range between the created floor and the lowest paid incumbent's rate of pay.
2. Should the District, with written Board approval, determine that it is necessary to post or canvass through Civil Service for a particular position at a higher salary than the lowest paid incumbent in a particular job title working the same length work year, it must provide the union with notice of its intention prior to any final decision in that regard and provide the union with the opportunity to consult with the District prior to any such final decision.

Ten-month employees shall have the option of receiving their regular salary prorated over a 12-month period.

B. Longevity

Qualifications for the Longevity Schedule shall be based upon the completion of full ten or twelve month periods of continuous service to the School District (depending upon whether an employee is a ten or twelve month employee, respectively) and salary

changes shall commence on the first payroll following the anniversary date of 7, 10, 13, 17, 22, 30 or 35 years of service.

At the completion of an employee's 7th, 10th, 13th, 17th, 22nd, 30th and 35th years of continuous service in the District, each employee shall receive longevity increases as follows:

Clerical 10 months				
	2014-15	2015-16	2016-17	2017-18
7 Years	\$1,166	\$1,189	\$1,213	\$1,237
10 Years	\$2,333	\$2,380	\$2,428	\$2,477
13 Years	\$3,498	\$3,568	\$3,639	\$3,712
17 Years	\$4,664	\$4,757	\$4,852	\$4,949
22 Years	\$5,831	\$5,948	\$6,067	\$6,188
30 Years	\$6,996	\$7,136	\$7,279	\$7,425
35 Years	\$8,163	\$8,326	\$8,493	\$8,663

Clerical 12 months				
	2014-15	2015-16	2016-17	2017-18
7 Years	\$1,205	\$1,229	\$1,254	\$1,279
10 Years	\$2,409	\$2,457	\$2,506	\$2,556
13 Years	\$3,614	\$3,686	\$3,760	\$3,835
17 Years	\$4,819	\$4,915	\$5,013	\$5,113
22 Years	\$6,024	\$6,144	\$6,267	\$6,392
30 Years	\$7,228	\$7,373	\$7,520	\$7,670
35 Years	\$8,434	\$8,603	\$8,775	\$8,951

C. Starting Salary

Employees hired on or after July 1, 1972 shall not be hired on a salary schedule. Such employees shall be hired at a salary fixed by the Board of Education.

D. Retirement Increment

Each employee who requests retirement under the New York State Retirement System or whose retirement is mandatory under such System shall receive an additional salary increase for the final year of employment in an amount equal to three quarters (3/4) of one percent of such employee's salary for said final year, multiplied by the number of years of service in the District; such increase, however, not to exceed \$3,500 in any event. The employee shall notify the Board at least ninety (90) days prior to the effective date of such retirement.

E. Promotions

1. Transfers

In the event a ten-month employee is transferred to a twelve-month position, there will be an annual salary increase of 20%. In the event that there is a transfer from twelve months to ten months, there will be an annual salary decrease of 16-2/3%.

2. Promotion or Demotional Salary Changes

- a) For promotion or demotion from one title in a ten-month position to another title in a ten-month position:

Promoted or demoted to: Add to or subtract from previous base salary:

Clerk Typist	\$ 390.00
Senior Clerk Typist	1,230.00
Stenographer	912.00
Senior Stenographer	1,230.00
Account Clerk Typist	1,335.00
Account Clerk	1,230.00
Principal Stenographer	1,665.00

- b) For promotion or demotion from one title in a twelve-month position to another title in a twelve-month position:

Promoted or demoted to: Add to or subtract from previous base salary:

Clerk Typist	\$ 470.00
Senior Clerk Typist	1,475.00
Stenographer	1,094.00
Senior Stenographer	1,475.00
Account Clerk Typist	1,600.00
Account Clerk	1,475.00
Principal Stenographer	2,000.00

For any new title in the unit that may be approved during the life of this agreement, the District has the right to set a salary.

3. New Increases or Decreases – Title Change

- a) If an employee is upgraded to one of the above titles, and goes from ten to twelve months, the above increase of paragraph E-2-a) will be added after the additional 20% of paragraph E-1 is computed.

- b) If an employee is upgraded to one of the above titles, and goes from twelve to ten months, the decrease of 16-2/3% of paragraph E-1 will be subtracted from the previous salary before the increase of paragraph E-2-a) is added.
- c) If an employee is downgraded to one of the above titles and goes from ten to twelve months, the additional 20% of paragraph E-1 will be added to the previous salary before the above decrease of paragraph E-2-b goes into effect.
- d) If an employee is downgraded to one of the above titles, and goes from twelve to ten months, the decrease of 16-2/3% of paragraph E-1 will be subtracted from the employee's salary before the above decrease of paragraph E-2-a) goes into effect.

F. Paydays

Notwithstanding current practice to the contrary, the District shall have the right to change the current payroll period so as to have a payday occur on the second Friday after Labor Day.

ARTICLE XI STUDENT DISCIPLINE

The Board recognizes the concerns of the Union membership as it relates to their members' role in the discipline of children when they arrive in the office areas. The Board agrees to discuss your concerns with the proper administrative personnel and seek remedies where the demand of the secretarial help to participate in student discipline exceeds the level considered normal for the position as determined by past practice and allowing for changes considered normal for the present time.

ARTICLE XII NURSING RESPONSIBILITIES

In the instance where the school nurse is not available and a child is in obvious need of immediate attention, the secretary will do everything possible to seek help for the youngster. Emergency measures to assist the child and to locate adequate help shall be clearly outlined for his/her use.

ARTICLE XIII GRIEVANCE PROCEDURE

No grievance may be brought pursuant to this Article unless the grievant has filed a written statement of the nature of the grievance with his/her supervisor within sixty (60) days of the event or action which is alleged to constitute the grievance.

Step One

Informal Stage

The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved by this procedure, the employee may proceed to Formal Stage 2.

Step Two

Formal Stage

- a) Within five (5) days after a determination has been made at the first stage, an aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for a review and re-determination of his/her grievance.
- b) The Superintendent of Schools or his/her designee shall immediately notify the aggrieved employee and his/her representative and immediate supervisor to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination previously rendered.
- c) If an informal hearing is requested in the written statement of either party pursuant to paragraph b) above, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case of the time and place where such hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph b).
- d) The Superintendent of Schools or his/her designee shall render his/her determination within ten (10) school days after the written statements pursuant to paragraph b). have been presented to him/her.

Step Three

The Board of Education Stage

Within five (5) days after the final administrative decision, the employee alleging the grievance may request in writing that the Superintendent submit to the Board of Education a summary of the proceedings. The Board shall act upon this matter within thirty (30) days after the employee's written request has been submitted to the Superintendent.

**ARTICLE XIV
SALARY ANALYSIS**

A committee shall be formed consisting of several members of the Unit and Central Administrators to study method of salary payment. If mutual agreement is reached, it shall become part of current contract at a mutually agreeable date.

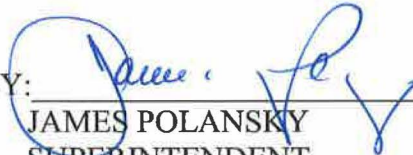
**ARTICLE XV
LABOR MANAGEMENT COMMITTEE**

The District and the Union will provide for the formation of a labor management committee so that there is a forum available to discuss issues/problems outside of the collective bargaining arena which do not involve matters that are the subject of negotiations pursuant to the Taylor Law.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

BOARD OF EDUCATION
HUNTINGTON U.F.S.D

Date: 2/23/2016

BY: 
JAMES POLANSKY
SUPERINTENDENT
OF SCHOOLS


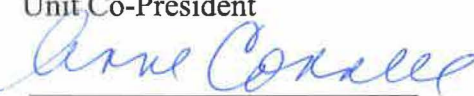
UNITED PUBLIC SERVICE EMPLOYEES
UNION

Date: 2-17-16

BY: 
KEVIN BOYLE, PRESIDENT

HUNTINGTON CLERICAL UNIT

Date: 2-18-16

BY: 
LORI KALNINS
Unit Co-President

ANNE CONNELL
Unit Co-President