

**AGREEMENT**

between the

**HUNTINGTON UNION FREE SCHOOL DISTRICT**

and the

**UNITED PUBLIC SERVICE EMPLOYEES UNION  
BUILDINGS AND GROUNDS UNIT**

July 1, 2018 through June 30, 2022

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AGREEMENT between the undersigned, HUNTINGTON UNION FREE SCHOOL DISTRICT, HUNTINGTON, NEW YORK (hereinafter termed the "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, BUILDINGS AND GROUNDS UNIT, (hereinafter termed the "Union") wherein it is mutually agreed as follows:

**ARTICLE I**  
**RECOGNITION AND UNION STATUS**  
**CERTIFICATION AND UNCHALLENGED REPRESENTATION STATUS**

- A. By virtue of an election held on August 25, 1995, and as a result of said election, the Public Employees Relations Board has certified United Public Employees Union as the sole bargaining agent for all full time custodial, maintenance, and grounds personnel as follows: Chief Custodians, Head Custodians, Head Trades persons, Custodians, Groundskeepers, Painters, Plumbers, Electricians, Carpenters.
- B. The Union shall be such sole agent of the above-enumerated personnel for the period of this contract and shall enjoy unchallenged representation status for the maximum period permitted under Section 208.2 of the Public Employees Fair Employment Act.
- C. The District shall notify all employees who are currently on the payroll within the titles 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 checkoff 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 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 the 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 fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Requests 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 deducted 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 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. In addition, upon request by the Board of Education, the Union will provide an attorney to defend the Board in any claim against the Board arising out of the deduction and transmittal of agency fee as referred to above. Should the Board decide to retain its own counsel in such action, the Union will not be liable for the Board's attorney's fees.

The Union affirms that it will establish and will maintain a procedure which provides for a refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee deduction.

Such monies collected under this article, considered to be agency fee dues to the Union, shall be promptly transferred to the United Public Service Employees Union, Buildings and Grounds Unit.

## **ARTICLE II PAYROLL DEDUCTIONS**

### **A. Dues Deductions**

The District will deduct from pay, dues as designated by the Union for membership dues in the Union, on the basis of individually signed voluntary deduction authorization cards in form agreed to by the District and the Union on the first payday of the month and forwarded to the Secretary-Treasurer of the Union within ten (10) days of such deductions.

Deductions from an employee's pay shall be in accordance with the date stamped on the "Dues Deduction" card. Authorization for deduction of dues from pay shall remain in

effect until the expiration of this Agreement.

In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

The Union shall indemnify and save the District 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 District for purpose of complying with any list, notice or assignment furnished under any provision of such. The District further agrees to deduct payments for participation in the Insurance and Disability Program offered by the Union.

### **ARTICLE III EMPLOYMENT AND PROBATION**

The probationary period for all fulltime employees shall be twenty-six (26) weeks computed from the first day of employment. Any days upon which an employee is on other than full District pay status shall not be included toward completion of the probationary period. If, at the end of this period, his/her work is considered to be satisfactory, he/she shall be considered to be a permanent employee of this District and seniority shall date from the first day worked.

### **ARTICLE IV WAGES**

Effective July 1, 2018, the 2018-2019 salary shall be raised by 2%.  
Effective July 1, 2019, the 2019-2020 salary shall be raised by 2%.  
Effective July 1, 2020, the 2020-2021 salary shall be raised by 2%.  
Effective July 1, 2021, the 2021-2022 salary shall be raised by 2%.

The wages for the term of this Agreement are set forth in Schedule "A" of this Agreement.

#### **Longevity**

All employees shall be entitled to a longevity raise on the anniversary date of their tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), and twenty-fifth (25<sup>th</sup>) year of service. The following longevity steps are to be paid cumulatively:

Effective July 1, 2018, the above increments shall be as follows:

Year 10 - \$830.28  
Year 15 - \$897.60 (\$1,727.88 total)  
Year 20 - \$964.92 (\$2,692.80 total)  
Year 25 - \$963.90 (\$3,656.70 total)

Effective July 1, 2019, the above increments shall be as follows:

Year 10 - \$846.89  
Year 15 - \$915.55 (\$1,762.44 total)  
Year 20 - \$984.22 (\$2,746.66 total)  
Year 25 - \$983.18 (\$3,729.84 total)

Effective July 1, 2020, the above increments shall be as follows:

Year 10 - \$863.83  
Year 15 - \$933.86 (\$1,797.69 total)  
Year 20 - \$1,003.90 (\$2,801.59 total)  
Year 25 - \$1,002.84 (\$3,804.43 total)

Effective July 1, 2021, the above increments shall be as follows:

Year 10 - \$881.11  
Year 15 - \$952.54 (\$1,833.65 total)  
Year 20 - \$1,023.98 (\$2,857.63 total)  
Year 25 - \$1,022.90 (\$3,880.53 total)

## **ARTICLE V CLASSIFICATION**

- A. The job classification shall be the column entitled "Title" on the salary schedule of this Agreement.
- B. There shall be no combination job classifications unless herein provided.

## **ARTICLE VI WORK WEEK/WORK YEAR**

### **Work Week**

- A. The work week for all full time (day) employees shall be five (5) days, Monday to Friday, eight (8) hours per day, forty (40) hours per week, except as hereinafter provided.
  - 1. During July, August, Christmas, Easter and Mid-Winter Recess, the workweek for all employees shall be seven (7) hours per day, thirty-five hours per week. On a day not specifically covered by the preceding sentence during the school year, but when student attendance is not required, all members in this unit shall have a seven (7) hour workday. This shall not include snow-days.

2. The District at present employs five (5) employees on a Tuesday to Saturday schedule. This number shall not be increased during the term of this Agreement.
  3. The District, in its discretion, may employ one (1) custodian on a Sunday to Thursday schedule or one (1) custodian on a Thursday to Monday schedule with the condition that if a Thursday to Monday schedule is implemented, the district relinquishes its right to employ an individual on a Sunday to Thursday schedule.
  4. The district, in its discretion, may employ up to three (3) custodians on the third ("graveyard") shift.
  5. Effective July 1, 2001, all employees in this unit will receive a thirty (30) minute lunch break.
- B.
1. No shift in the District may be changed more than one (1) hour back or one (1) hour forward. The established shifts which may be subject to variation pursuant to this paragraph are 7:00 a.m. to 4:00 p.m.; 12:00 p.m. to 9:00 p.m.; 3:00 p.m. to 12:00 a.m. and 10:00 p.m. to 7:00 a.m. The parties expressly understand that the District is under no obligation to run a particular shift or assign an employee to a particular or single building.
  2. Every effort will be made to give forty-eight (48) hours' notice of shift changes. Shifts shall be changed immediately as of the first day of summer, Christmas, Mid-Winter and spring closings.
  3. Employees assigned to any shift shall receive a 5% differential for hours worked after 3:00 p.m.
- C. Employees assigned to second and third shift work an eight (8) hour day and receive a five (5) percent salary differential for second shift and 7.5% differential for third shift.
- D. Employees on a Tuesday to Saturday or Sunday to Thursday work shift shall receive a five (5) per cent wage differential. Employees on a Thursday to Monday schedule shall receive a ten (10) percent wage differential.
- E. Employees assigned for the second or third shift to work eight (8) hours per day or present employees who elect to work eight (8) hours per day on the second or third shift shall receive a five (5) per cent wage differential for second shift and 7.5% differential for third shift.
- F. Night Maintenance Mechanics shall receive a total of a 5% differential.
- G. When only one employee is assigned to a school that is in session, that employee may be required to take a paid, abbreviated lunch period scheduled at a time convenient to the principal.



- H. When school buildings are used by community organizations who are required to pay a fee therefore, they shall be advised that a building attendant will be supplied during the performance or activity upon request of the community organization and the payment of a fee by the organization.
- I. Members of this unit are required to work on "snow days," however, will receive compensation time at a later date of his/her own choosing, before June 30th of the same school year. In order to qualify for this compensation time, the employee must work a minimum of four hours. Compensation time will be on an hour for hour basis. For example, if the employee worked four hours, he/she will receive four hours of compensation time. The Director of Facilities must approve the scheduling of this compensation time.

**Work Year**

The work year shall extend from July 1 to June 30 of each school year.

**ARTICLE VII  
OVERTIME**

- A. All overtime shall be computed on a daily and weekly basis. However, there shall be no pyramiding of overtime.
- B. All overtime shall be paid at the rate of time and one-half.
- C. All overtime shall be rotated on a non-discriminatory basis in the department, craft or building in which it occurs.
- D. All overtime will be paid in the next subsequent pay period where possible.
- E. Scheduled Weekend Check

Those employees who are required to inspect buildings on days when no one is on duty, i.e. (Saturdays, Sundays, holidays, etc.) shall be paid at the applicable rate of overtime for the day or days involved and shall be guaranteed one (1) hour for each inspection.

**ARTICLE VIII  
EMERGENCY WORK**

Employees called to perform emergency work outside their regular workday shall be guaranteed two (2) hours overtime pay at the applicable rate.

**ARTICLE IX  
PAST BETTER CONDITIONS**

- A. No provision of this Agreement shall be construed as to lower the weekly, daily or hourly wage rate of any employee covered by this Agreement.
- B. All past terms and conditions of employment in effect on June 30, 1974 that have been officially sanctioned and covered by written Board Resolution for any or all employees covered by this Agreement that are of a beneficial nature to the employee shall remain in force and effect.
- C. No part of this Agreement shall be construed as to preclude the District from giving any further benefits to its employees.

**ARTICLE X  
SENIORITY, PROMOTIONS AND TRANSFERS**

**A. Seniority**

Seniority for all unit employees shall be computed from the date of commencement of employment.

If layoffs become necessary, part-time and probationary employees shall be laid off before any permanent full-time employees shall incur a reduction in straight time pay. If, after all part-time and probationary employees have been laid off and other reductions in work force are necessary, the employer shall lay off in accordance with the principles of seniority, provided the retained employee can satisfactorily perform the required work. For the purpose of reduction in force, seniority shall be classification-wide, provided that if an employee elects to revert to a lower classification in which he has served within the District, his seniority within the lower classification shall be his length of service in such classification and all higher classifications in which he has served within the District.

When recalls occur, employees will be recalled in the inverse order in which they were laid off by the Board's sending a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him/her to return to work. An employee shall not be deemed to have waived his/her right to return to work unless he/she does not signify his/her intent within five (5) days or does not report within two (2) weeks.

An employee on layoff status shall retain his/her right to recall for one (1) year.

**B. Transfers**

Except in an emergency, no permanent employee may be transferred to another shift or from one building to another, or from one classification to another without prior notice to and discussion with the Union. Every effort will be made to give five (5) days' notice on all transfers. No transfers of any kind will be made for disciplinary purposes without the

right of a meeting with the Superintendent or his/her designee to be held within five (5) days after notification to the Union. Pending said meeting, transfers made for disciplinary purposes shall be temporary in nature.

**C. Promotions**

All job and shift openings (in the first instance) and promotions (except where covered by applicable Civil Service Law) shall be posted and all employees in the unit shall have the opportunity to bid on same. Information on job openings shall include shift, hours, classification and location. This commitment shall in no way abridge the right of the District to transfer an employee pursuant to the terms of Article X-B.

The District shall offer said openings and promotions to employees who have bid upon them on the basis of skills and abilities to perform the job satisfactorily. In the event of equal skills and ability seniority shall prevail. No persons outside the unit may be considered for said openings and promotions unless no unit employees have the requisite ability and skills to perform satisfactorily.

For the purpose of promotions, seniority shall be computed on a classification-wide basis. Promotion must be offered initially to the employees in the classifications immediately below the one in which the openings occur, and thereafter to employees of classifications in descending order.

**D. Seniority**

The District shall keep a seniority list in the various job classifications of this bargaining unit.

**ARTICLE XI  
SECURITY**

- A. No permanent employee shall be discharged except for just cause. The Union reserves the right to dispute any discharge. If the parties fail to agree, the matter shall be submitted through the regular channels of Grievance Procedure as provided in this Agreement.
- B. In any case where an employee is discharged, the District will immediately give written notice to the Union.

**ARTICLE XII  
HOLIDAYS**

- A. All employees shall be guaranteed thirteen (13) paid holidays per year.

- B. All employees required to work on a holiday shall receive one and one half (1½) in addition to the regular holiday pay.
- C. The holidays provided for in this Agreement shall be posted on a bulletin board in a conspicuous place no later than June 1st of each year, where possible.
- D. Should a holiday fall on an employee's vacation, said employee will receive another vacation day by mutual consent.
- E. Should an employee be assigned to work on a holiday, he/she shall be paid for at least four (4) hours whether or not he/she is required to work.
- F. The District shall give prior notice to employees who are required to work on holidays, where possible.
- G. The union shall be entitled to consult with the Assistant Superintendent prior to the Board's final decision regarding the holiday schedule.

**ARTICLE XIII  
BENEFITS**

- A. 1. **Sick Leave**
  - a) Each employee hired prior to July 1, 1986, after one full year of service in the District, shall be entitled to fifteen (15) full days of sick leave per year, cumulated without limit. During this employee's first year of service, he/she shall be entitled to a full day's sick leave per month of service, cumulated without limit.

Each employee hired on or after July 1, 1986, after two full years of service in the District, shall be entitled to fifteen (15) full days of sick leave per year, cumulated without limit. During this employee's first year of service, he/she shall be entitled to a full day's sick leave per month of service cumulated without limit. During this employee's second year of service, he/she shall be entitled to 1-1/4 (1.25) of full days sick leave per month of service, cumulated without limit. Notwithstanding the above, for these employees, the Superintendent of Buildings & Grounds may, in his/her sole discretion, after consultation with the Union, elect to extend the monthly accumulation of sick leave beyond the first two (2) years of employment should he/she determine that such is warranted. This determination is subject to reconsideration by the Superintendent of Buildings & Grounds on an annual basis.
  - b) A doctor's certificate for proof of illness may be required for any illness of more than three (3) consecutive days.
  - c) For habitual and repetitive absences on a Monday or a Friday or the day before or the day after a holiday or vacation, the Superintendent of Buildings & Grounds may

require proof of illness as a condition to payment for the day. The employee's attendance record prior to the date of this contract, as well as during the term of this contract, shall determine whether the employee's absences have been habitual and repetitive.

- d) Up to five sick days can be used for illness in the immediate family provided said family member is living in the employee's household

e) **Personal Business Days**

Three (3) personal business days are granted with the provision that the employee must state the reason and receive approval one (1) week in advance of the day off. The notice requirement may be waived on an emergency basis at the discretion of the Superintendent of Schools or his/her designee. The final decision as to approval of an emergency day pursuant to this paragraph shall be made by the Superintendent of Schools or designee.

2. **Extended Sick Leave**

After completing the probationary term, employees shall be entitled to receive extended sick leave under a) or b), subsequent to the expiration of a):

- a) After the above referenced fifteen sick leave days have been exhausted due to one continuous and prolonged illness, the employee shall be entitled to extended sick leave at one-half pay for ten days per year, cumulative to 150 days.
- b) Alternatively, or upon the expiration of a) the employee with three (3) years of service shall be paid two (2) percent of his/her monthly salary multiplied by the number of years of service in the District, plus \$100 per month for the months in which he/she 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) An employee shall be entitled to extended sick leave only for prolonged and serious illness which begins when he/she has sick leave rights under A-1(a) above and which illness exhausts such rights.

3. **Unused Sick Leave**

Retiring 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 A-1(d) above.

4. **Health Insurance Empire Plan or Other Plan**

The District will pay at the rate of 85% of the cost of premium for the family or individual plan under the Empire Plan or any plan of the District's choice providing the same coverage and benefits as the State-wide Plan. For employees hired effective January 1, 1997 and

thereafter, no health insurance shall be provided during the first ninety (90) days of employment. Effective upon ratification of this memorandum of agreement by the Board of Education, new hires shall be required to contribute 20% to the cost of premium for individual or family coverage.

Effective July 1, 2000, any unit member shall have the option of withdrawing from the health insurance plan and receiving 50% of the cost of premium paid by the District for every 12-month period of withdrawal from the coverage. Effective December 2, 2013 and thereafter, the payment in exchange for withdrawing from the health insurance family plan shall be \$8,602. As to employees hired effective December 2, 2013 and thereafter, the payment shall be \$6,452. Employees may also receive \$660 per year in lieu of participation in such plan electing individual coverage in lieu of family coverage.

In implementing this provision, the following rules shall apply:

- 1) This benefit will only be available to a unit member who has participated in the plan for at least 12 months prior to waiving coverage.

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

- 2) Re-entry into the plan shall otherwise be pursuant to the rules of the plan.

#### 5. **Disability Insurance**

The District shall pay the sum of \$125 per year for each unit member toward the purchase of a disability insurance policy. In the event that the employee's contribution will exceed \$125 per year per employee, the District shall, at the Union's request, bid the disability program.

#### 6. **Group Term Life Insurance**

The District will make available to this unit a Group Term Life Insurance Policy with Accidental Death and Dismemberment benefits in the face amount equal to the annual contract salary of each member rounded off to the nearest \$500. The employee will pay 100% of the premium of such insurance.

#### 7. **Dental Insurance**

The parties agree that members of the bargaining unit may participate in the District Dental Insurance Plan pursuant to the following schedule:

Contributions shall be made on the basis of 80% of the cost of premium paid by the District and 20% paid by the employee.

The parties expressly agree that notwithstanding the so-called Triborough Doctrine and/or Law to the contrary, the District's contribution for dental insurance coverage shall be capped at its per capita contribution as of June 30, 2000 in the absence of a further negotiated agreement. Effective July 1, 1997 and thereafter, the union is entitled to inform the District upon 90 days' notice, of its intention to withdraw the unit from the District's Dental Insurance Plan. Effective July 1, 2000, the District's contribution for dental insurance shall not exceed 80% of the cost of the District's Dental Insurance Plan. In the event the cost of the union plan is less than 80% of the cost of the District plan, the District shall not contribute more than the cost of the union plan.

**8. 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.

**9. Workers' Compensation**

An employee shall receive full pay during his/her absence due to a work-connected injury covered by Workers' Compensation for all days of absence for which the employee would receive partial pay due to absence under the provisions of the Workers' Compensation Law. As a condition to the receipt of such full pay it is required that when an employee is injured he/she shall go or be taken right from the job directly to the Emergency Room of Huntington Hospital for an examination by the doctor on duty to determine the nature of his/her injury and 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 a finding by such physician that the employee is fit for duty, the full pay provision shall be terminated.

For all full-time employees on staff on or prior to December 31, 1980 the full pay provision shall apply for the following lengths of time:

- a) For injuries sustained on or before June 30, 1981, two calendar years from the date of injury.
- b) For injuries sustained on or after July 1, 1981, one calendar year from the date of injury.
- c) For injuries sustained on or after July 1, 2005, six calendar months from the date of injury.
- d) During any period of time that the employee receives full pay for an absence covered under Workers' Compensation, the District shall be entitled to his/her compensation payment.

An employee hired on or after January 1, 1981, who is absent due to a work-related injury covered by the Workers' Compensation Law, shall receive no greater pay for such absence than that provided and determined under the provisions of such law.

As to all employees hired prior to December 31, 1980, effective July 1, 1996 and thereafter, when absent on Workers' Compensation, such employee shall continue to earn sick and vacation leave credit to a maximum of one year's entitlement during his/her entire term of employment for the same injury or any reoccurrence thereof. The determination as to whether an injury is the same as a prior injury or a reoccurrence thereof, shall be made in the same manner as per the second paragraph hereof. A total maximum of three year's entitlement may be accumulated by any such employee on Workers' Compensation during his/her term of employment for all injuries sustained during the course of employment.

For employees hired after December 31, 1980, no sick leave or vacation entitlement shall be earned while on Workers' Compensation. This limitation shall not apply to those employees who have elected to use sick or vacation entitlement in connection with Workers' Compensation related absences and thus remain on payroll.

**10. Retirement Plans**

- a) Qualified employees who retire after July 1, 1981 will be eligible for benefits under Section 75-c, 75-e, 75-g, or 75-i of the New York State Retirement and Social Security Law.
- b) Sick Leave Days Used at Retirement

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 and Tier III personnel) shall be paid for accumulated sick leave days beyond 165 days at one day's pay for each three days accumulated. The District will pay this at the daily salary in effect at the time of retirement.

**11. 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.

**12. Retirement**

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 one-half 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 \$750.00 in any event. He/she shall notify the District at least ninety (90) days prior to the effective date of such retirement.

13. **Death in the Immediate Family or of Nearest Relative**

- a) Five (5) working days without loss of pay will be allowed for absence due to a death in the immediate family, or of nearest relative. Such leave shall be taken within the seven (7) days following such death for purposes connected therewith. In the event the employee is required to travel outside of the mainland of the United States, said leave shall be taken within ten (10) days following such death. The employee will be required to provide proof of such travel by presenting a receipt for a paid airline ticket or reservation. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: spouse, children, brother, father, mother, sister, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the household of which the employee is a part.
- b) In the case of the death of a more distant relative or close friend, absences shall be permitted under the personal leave provisions set forth above.
- c) Proof of death in the form of a death certificate or other such proof determined to be acceptable by the Superintendent shall be submitted upon return from leave.

14. **Birth in Immediate Family**

One day shall be permitted for absence with pay due to a birth in the immediate family. For the purpose of this provision, immediate family shall be defined as the employee's wife.

15. **Public Obligations**

- a) Employees in the unit shall be permitted to have time off with pay which is necessary for the purpose of performing jury duty, giving testimony in court on behalf of the District, and performing other similar public duties, obligations or services, provided that leaves for such public duties, obligations and services are subject to the approval of the Superintendent. Compensation received from the county for jury duty shall be remitted to the District or deducted from the employee's salary.
- b) Employees in the unit who serve in the local fire department shall continue to be permitted to respond to fire calls during the working day provided that the number of employees from any one building responding to a fire call shall not exceed one-half of the number of employees on duty in that building at the time of the call.

16. **Attendance Bonus**

Any employee who attains 100% attendance for a given school year shall be paid a bonus in the amount of \$500. To qualify for the bonus, an employee must be employed with the District for the full year.

**ARTICLE XIV  
COFFEE BREAKS**

Two (2) coffee breaks a day, of fifteen (15) minutes each, will be granted to unit employees as per posted schedules.

**ARTICLE XV  
VACATIONS**

A. The work "year" as used in this Article means the fiscal year of the School District, to wit: July 1<sup>st</sup> to June 30<sup>th</sup>.

1. **Service of Less than Four (4) Years**

- a. If, on June 30th of any year, the employee has more than one (1) full year's service but less than four (4) full year's continuous service in the District, he/she shall be entitled to two (2) weeks' vacation.
- b. If, on June 30th of any year, the employee has less than one (1) full year's service, his/her vacation entitlement shall be pro-rated.

2. **Service of Four Full Years But Less Than Nine Full Years**

If, on June 30th of any year, the employee has four (4) full years or more, but less than nine (9) full years of continuous service in the District, he/she shall be entitled to three (3) weeks' vacation.

3. **Service of Nine Full Years or More**

If, on June 30th of any year, the employee has nine full years or more continuous service in the District, he/she shall be entitled to four (4) weeks' vacation.

- 4. The parties agree that unpaid leaves of absence, or periods on less than full pay shall not count toward fulfillment to the time requirements referred to above except as set forth at Article XIII(A)(9).

C. Employees may take vacation time during the following periods, and subject to the following terms and conditions:

- 1. All requests for vacations are subject to the approval of the Director of Facilities.

2. **Vacation Periods**

- a. First full work week in July until the beginning of the last two full work weeks prior to the beginning of school (hereinafter referred to as summer vacation period).
  - b. Starting after the first full work week after the start of school in September to and including last full work week in December (hereinafter referred to as fall vacation period).
  - c. First full work week in January to and including the last full work week in June (hereinafter referred to as winter/spring vacation period).
- 3.
- a. All personnel who are entitled to three (3) weeks or more vacation shall take at least two (2) weeks' vacation during the summer and fall vacation periods.
  - b. Commencing July 1, 1984, all Groundskeepers, District-wide and High School, shall not be entitled to take vacation time in the months of March, April, and May. At the discretion of the Director of Operations and Maintenance, one groundsman may be permitted to take one week of vacation each school year during the months of March, April, and May.
  - c. No more than five (5) Night Custodians; one (1) Groundskeeper; and one (1) Maintenance Mechanic will be on vacation in any one week.
4. Vacation request forms will be sent out to all employees in the unit the first week in April. Employees shall return the forms to the Director of Facilities no later than the first week in May. Each employee shall indicate two separate choices for his total vacation time. Where vacation requests for any one period or week exceed the number of employees who may be on vacation during the period or week, requests will be granted on the basis of length of time of employee's service with the District.
5. A vacation chart indicating the vacation weeks for each of the employees in the unit shall be published and on display in the Building & Grounds office no later than June 1st.
6. An employee may submit a change of his/her original vacation request at any time up to thirty (30) days prior to the start of his vacation. The Director of Facilities will answer all vacation request changes within fifteen (15) days of receipt.
7. Vacations may be granted during other than the periods above, except for the last two weeks in August, at the sole discretion of the Assistant Superintendent for Business.

**ARTICLE XVI  
GENERAL CLAUSES**

**A. Special Tools**

The District agrees to maintain, supply and replace all special tools and equipment necessary in performing their duties.

**B. Personal Vehicles**

No employee shall be required to use his/her personal vehicle on District business.

Use of personal vehicles for transportation between buildings by an employee assigned to two buildings is not considered District business for the purpose of this Article.

Each employee who is assigned to the noon to 9:00 p.m. shift, as agreed to at Article VI-B 1, and whose assignment is to two buildings during this shift, will be paid an additional \$75.00 lump sum annually if the employee uses his/her own private vehicle for transportation between buildings. Employees who are assigned to work in two buildings during one shift shall be allotted fifteen (15) minutes of travel time from one building to the other.

**C. Sanitary Arrangements**

The District agrees to supply soap, paper towels and washing facilities for all its employees.

**D. First Aid Kits**

The District shall maintain, readily accessible, a complete first aid kit in each school building and in the buildings and grounds department.

**E. No Discrimination**

There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin, sexual orientation or union membership.

**F. Union Meetings**

The District shall, upon formal application, provide space within the schools for union meetings at times which will cause no disruption to District operations.

**G. Bulletin Boards**

The District shall provide one (1) bulletin board in each school and in the grounds departments for the use of the Union.

H. **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.

I. **Arrangements**

There shall be no private arrangements between any employee and the District.

J. **Inspection of Personnel File**

Each employee shall be entitled to inspect his/her personnel file upon reasonable notice to the District. Such inspection shall be made on the employee's own time.

K. **Smoking**

Smoking by employees is prohibited at all times in all buildings or grounds of the School District.

L. **Training**

At least one (1) unit member in each building assigned to any shift shall be obligated to attend training regarding the use of a defibrillator.

**ARTICLE XVII  
VISITATION**

- A. The Union, through its representatives, shall have the right to visit the working areas of the schools in the District where employees covered by the Agreement are assigned during normal working hours of such employees. However, there shall be no interruption of service.
- B. Normal visiting procedure in school building will be observed.

**ARTICLE XVIII  
SHOP STEWARDS**

- A. The Union shall forward a list of its shop stewards to the Director of Facilities and shall advise him/her of any changes.
- B. The Chief Steward, designated by the Union in writing to the District, shall be permitted on prior request to his/her supervisor, which shall not be unreasonably denied, to investigate and process grievances during working hours and to provide new employees with Union forms.

**ARTICLE XIX  
GRIEVANCE PROCEDURE**

- A. A grievance is defined as a dispute or difference between an employee or employees in the unit and the District as to the application and/or interpretation of the terms of this Agreement.
- B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. Step One**

The grievant, within thirty (30) days after the act or condition on which the grievance is based, or thirty (30) days from the time he/she should have known about it, will first discuss it with the Director of Facilities either directly or through the Union with the objective of resolving the matter informally.

**Step Two**

- 1. If the grievant is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within ten (10) days after presentation of the grievance, the Union may file an appeal in writing with the Business Manager within five (5) days after the decision at Step One, or fifteen (15) days after the grievance was presented, whichever is sooner.
- 2. Within ten (10) days after receipt of the written appeal of the grievance by the Business Manager, he/she will meet with the grievant and the Union in an effort to resolve it.
- 3. Failure to file the appeal referred to in "1" within the time limitations stated therein shall be construed to be an abandonment of the grievance and no further action may be taken thereon by the grievant.

**Step Three**

- 1. If, within fifteen (15) days after first meeting with the Business Manager, a mutually satisfactory adjustment or settlement of a grievance is not agreed upon as a result of the successive conferences provided for, then and in that event, the Union may, not later than five (5) working days after the fifteen (15), submit the grievance to arbitration for determination in the manner hereinafter provided. Failure to notify the Business Manager of intent to pursue a grievance to arbitration within the time limits referred to herein shall be construed as an abandonment of the grievance, and no further action may be taken thereon by the grievant.

2. The Business Manager and the Union will agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  3. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, nor may he/she in any way amend, change or modify the terms of this Agreement. The decision of the arbitrator will be final and binding on all parties.
  4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expense, will be borne equally by the District and the Union.
- D.
1. Decisions rendered at Steps One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and to the Union.
  2. Failure to comply with the time limitations referred to in Step One above shall constitute an abandonment of the grievance and no further action may be taken thereon.

**ARTICLE XX  
TERMS OF AGREEMENT**

- A. The Term of this Agreement shall be four (4) years, commencing July 1, 2018 through June 30, 2022. The parties agree to meet on January 15, 2022 to commence negotiations for the terms and conditions of the contract to be effective July 1, 2022.

**B. 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.

**ARTICLE XXI  
LEGISLATIVE ACTION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXII  
UNIFORMS, GEAR**

**A. Uniforms**

At the time they are first employed, all custodians, groundskeepers, trades persons, and building attendants shall be supplied with four (4) uniforms – two (2) summer and two (2) winter. Thereafter, in the month of August, all employees shall be supplied with two (2) uniforms – one (1) summer and one (1) winter. All employees issued uniforms must wear them while on duty during the period September 1 through June 30 of each year. All employees in this unit except for Groundsmen and Maintainers shall receive a mid-weight nylon jacket every three years. All employees must wear this jacket while performing work outside under applicable weather conditions. Groundsmen and Maintainers shall receive a winter coat every two years. Said coat must be worn while performing work outside under applicable weather conditions.

**ARTICLE XXIII  
DATE OF AGREEMENT**

- A. The parties agree that, in the event a negotiated agreement is not arrived at on or before June 2022, any agreement thereafter arrived at for the school year shall be retroactive to July 1, 2022.
- B. All benefits currently enjoyed by the members of the unit or units represented by United Public Service Employees Union shall continue in full force and effect until agreement is reached.

**ARTICLE XXIV  
SUCCESSORS/RENEWAL**

This agreement shall be binding upon the Union and the District therein, its successors, executors, administrators, assignees, receivers in bankruptcy, receivers in equity, trustee, or such other equivalent designee, whether voluntarily or pursuant to a court decree.

- A. The District shall post a list of paydays for the employees in the unit.



**B. Renewal**

On or about January 15, 2022, the parties shall meet to negotiate a successor agreement.


C. This agreement shall become effective as of July 1, 2018 and continue in effect to June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Hebert *Christine Biernacki*  
President, Board of Education  
Huntington Union Free School District

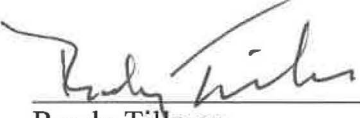
8/17/2020  
Date

  
\_\_\_\_\_  
James W. Polansky  
Superintendent of Schools  
Huntington Union Free School District

8/6/2020  
Date

  
\_\_\_\_\_  
Kevin Boyle  
President  
United Public Service Employees Union

8-6-2020  
Date

  
\_\_\_\_\_  
Randy Tillman  
Labor Relations Specialist  
United Public Service Employees Union

## SALARY SCHEDULE

	<b>Current 17-18</b>	<b>2% 18-19</b>	<b>2% 19-20</b>	<b>2% 20-21</b>	<b>2% 21-22</b>
Cus-1 D	\$59,067	\$60,248	\$61,453	\$62,682	\$63,936
Cus-1 N	\$62,018	\$63,258	\$64,523	\$65,814	\$67,130
Cus-1 MD	\$63,492	\$64,762	\$66,057	\$67,378	\$68,726
Cus-1 SP (Tue-Sat)	\$62,024	\$63,264	\$64,529	\$65,820	\$67,136
Cus-1 SP (Thr- Mon)	\$64,971	\$66,270	\$67,595	\$68,947	\$70,326
Cus-1 D&N	\$60,910	\$62,128	\$63,371	\$64,638	\$65,931
Cus Main	\$65,899	\$67,217	\$68,561	\$69,933	\$71,331
Ground (Mon-Fri)	\$63,381	\$64,649	\$65,942	\$67,261	\$68,606
Ground (Tue-Sat)	\$66,549	\$67,880	\$69,238	\$70,622	\$72,035
H-Ground	\$71,134	\$72,557	\$74,008	\$75,488	\$76,998
Main-3 D	\$69,776	\$71,172	\$72,595	\$74,047	\$75,528
Main-3 N	\$73,262	\$74,727	\$76,222	\$77,746	\$79,301
Main-4 N	\$78,151	\$79,714	\$81,308	\$82,934	\$84,593
Head Cus (Elem)	\$66,449	\$67,778	\$69,134	\$70,516	\$71,927
Lead Cus (FMS)	\$65,122	\$66,424	\$67,752	\$69,108	\$70,490
Lead Cus (HHS)	\$66,674	\$68,007	\$69,367	\$70,754	\$72,170
Chief (JAS & FMS)	\$70,885	\$72,303	\$73,749	\$75,224	\$76,729
Chief (HHS)	\$76,784	\$78,320	\$79,886	\$81,484	\$83,114