

AGREEMENT

between the

HUNTINGTON UNION FREE SCHOOL DISTRICT

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION  
DISTRICT SECURITY GUARDS UNIT

July 1, 2015 – June 30, 2018

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AGREEMENT entered into this 19<sup>th</sup> day of June 2017, by and between the Board of Education of the Huntington Union Free School District, Huntington, New York, hereinafter referred to as the "BOARD" and the United Public Service Employees Union, Security Guards Unit.

**ARTICLE I  
RECOGNITION**

- A. By virtue of a Resolution adopted by the Board of Education in October of 1995, United Public Service Employees Union is recognized as the exclusive representative of the employees of the security guard unit.
- B. United Public Service Employees Union shall be such sole agent of the above unit for the maximum period permitted under Section 208.2 of the Public Employees Fair Employment Act.

**ARTICLE II  
TERM OF CONTRACT**

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

**ARTICLE III  
SALARIES**

- A. The wages of all employees for the period July 1, 2015 through June 30, 2016 shall be 2% over the wages paid to employees as of June 30, 2015.  
  
The wages of all employees for the period July 1, 2016 through June 30, 2017 shall be 2% over the wages paid to employees as of June 30, 2016.  
  
The wages of all employees for the period July 1, 2017 through June 30, 2018 shall be 2% over the wages paid to employees as of June 30, 2017.
- B. Longevity – for employees paid pursuant to hourly wage schedules only, the following longevity increases shall apply:
  - 1. After completing 5 years of service within the bargaining unit –\$1.00 per hour
  - 2. After completing 10 years of service within the bargaining unit – \$1.00 per hour (total \$2.00)
  - 3. After completing 15 years of service within the bargaining unit – \$1.00 per hour (total \$3.00)
- C. Wage rates are set forth in Schedule "A" attached hereto.

**ARTICLE IV  
WORK YEAR**

Employees shall work each day students are in session in the building to which the employee is assigned and the Superintendent's Conference Day prior to the opening of school.

Effective July 1, 2004, the work year shall be September 1 through June 30, excluding legal holidays.

**ARTICLE V  
BENEFITS**

**A. Sick Leave**

1. After five months of completed and continuous service, as employee in this unit is entitled to one sick day per month commencing with the sixth month. A doctor's note shall be submitted for more than five consecutive days of illness.
2. For those employees in continuous service in the district for one or more years, sick leave may be credited at the rate of ten days per year at the beginning of each school year.
3. Unused sick leave may be accumulated to a maximum of 75 days.
4. An employee who will be absent due to illness must call in a least one hour prior to the start of his/her shift.

**B. Personal Business Days**

Two Personal Business Days per year shall be granted with the provision that the employee must state the reason and receive approval in advance of the day off. Unused personal days shall be cumulated without limit and treated as unused sick leave.

Effective September 1, 2004 and thereafter, this benefit shall be increased to three days annually.

**C. Death in 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 and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, grandchildren, brother-in-law and sister-in-

law, son-in-law, daughter-in-law, and any other members of the household of which the employee is a part.

D. **Jury Duty**

Employees shall be permitted to have time off with pay when necessary for the purpose of performing jury duty, provided that such time off shall be subject to the approval of the Superintendent of Schools.

E. **Health Insurance**

**Empire Plan**

Individual – the employer shall pay 85% of the monthly premium. Effective January 6, 2014, new hires shall be required to contribute 20% to the cost of premium.

Family – the employer shall pay 65% of the monthly premium. Effective July 1, 2000 the employer contribution shall increase to 70% of the monthly premium

Employee contributions for Health Insurance shall be made by payroll deductions. The payments due in July and August shall be deducted from the June checks.

The District will have the option to continue under Empire Plan or any other plan as long as the benefits are the same.

Effective September 1, 2004, any unit member who has been a member of the health insurance plan for at least 12 consecutive months prior to September 1, 2004, shall have the option of withdrawing from the said plan and receiving \$2000.00 for every 12-month period of withdrawal from coverage. Effective January 6, 2014 and thereafter, new hires shall receive \$1,500 for every 12-month period of withdrawal from coverage.

In implementing this provision, the following rules shall apply:

1. This benefit will only be available provided at least one qualified unit member who has participated in the plan for at least 12 months prior to the execution of this memorandum of agreement elects to waive coverage.
2. Payment shall be made at the end of each 12-month period.
3. Re-entry into the plan shall otherwise be pursuant to the rules of the plan.

F. **Tax Sheltered Annuity**

The Board of Education shall accept applications from interested members of the staff for reduction in or deduction from the contract salaries, the amount of such reductions to be remitted to a tax sheltered program per 403b of the IRS Code.

The board will authorize an active list of tax sheltered carriers up to a maximum of seven (7). These tax sheltered carriers who, in accordance with the requirements of section 403b of the Internal Revenue Code of 1954 as amended, will be mutually acceptable to both the board and Local 424. The Board may require a save-harmless from these companies.

In the event that Local 424 wishes to add additional carriers to the active list, they may do so with the provision that the active list always remains at seven (7) and that the dropped carrier(s) will no longer be eligible to accept any new applications.

Any participating member shall have the right to change, add or delete carriers and change tax sheltered contributions once a calendar year on the following dates:

September 15	(For October 1 pay deduction)
December 15	(For January 1 pay deduction)
March 15	(For April 1 pay deduction)

G. **Dental Insurance**

Employees may elect to participate in the Union's Dental Insurance Plan at their own expense. Payment shall be made pursuant to payroll deductions.

H. **Disability Income**

Effective July 1, 2000 the District shall provide a long-term disability policy to employees who work 30 hours or more weekly. The District's cost of this plan shall not exceed \$125 annually per employee.

**ARTICLE VI  
SCHOOL CLOSINGS**

All members of the unit shall be excused on days when the schools are closed or recessed due to snow or other serious weather conditions. They will make up days if it is required that students make up any of such days lost due to closings.

**ARTICLE VII  
NOTIFICATION OF EMPLOYEES**

All employees will be notified in June of the District's intent to rehire for the following school year.

**ARTICLE VIII  
RESOLUTION OF PROBLEMS**

A security guard has the right to process a concern about terms and conditions of his/her employment through the Principal of the building or someone appointed by him/her to receive such concerns. If a Principal delegates this responsibility, and the employee is not satisfied with the resolution, the Principal shall arrange a meeting with the employee to discuss the matter. If the concern is not resolved satisfactorily, the employee shall be granted a meeting with the Assistant Superintendent in charge of the security guard unit.

**ARTICLE IX  
EVALUATION**

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.

**ARTICLE X  
SMOKING POLICY**

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

**ARTICLE XI  
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.

**ARTICLE XII  
EMPLOYEE ASSISTANCE PROGRAM**

The District shall participate in an Employee Assistance Program (EAP) the total annual cost of which shall not exceed \$10,000 for all employees of the District.

**ARTICLE XIII  
UNIFORMS**

Employees shall be issued a total of four uniform shirts, two pairs of pants and one blazer. Employees shall receive \$250.00 annually as a uniform cleaning allowance which said allowance shall continue as long as the District requires employees to wear the above-referred to uniform. The District reserves the right to discontinue/modify or change the above referred to uniform. In the event that the District exercises its authority pursuant to this paragraph, said uniform allowance shall be discontinued.

Effective September 1, 2004, the annual cleaning allowance shall be increased to \$350.00.

**ARTICLE XIV  
DUES DEDUCTIONS**

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, 35-55 Veterans Memorial Highway, Suite H, Ronkonkoma, New York.
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 nor 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 XV  
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 with 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 XVI 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 who 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 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 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 XVII  
SHIFT TRANSFER**

The District shall maintain the right to transfer up to one employee annually to a Tuesday to Saturday shift upon notice to the affected employee.

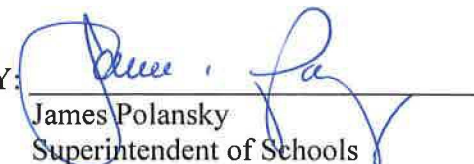
IN WITNESS THEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

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

Date \_\_\_\_\_


BY:   
Thomas DiGiacomo, Board President

Date 10/10/2017


BY:   
James Polansky  
Superintendent of Schools

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

Date 7-2/2/17

By:   
Kevin E. Boyle, President

Date \_\_\_\_\_

By:   
Randy Tillman

Date 10/5/17

By:   
Unit President

UNITED PUBLIC SERVICE EMPLOYEES UNION  
SECURITY UNIT

SCHEDULE "A"

Year	Security Guard Hourly
2015-2016*	\$20.76
2016-2017*	\$21.18
2017-2018*	\$21.60

\* Based on 181 days

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