

A G R E E M E N T

Between

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

and

**SECONDARY STUDY HALL AND HALLWAY ASSISTANTS UNIT
As Represented by
NEW YORK STATE UNITED TEACHERS**

2016-2017

2017-2018

2018-2019

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RECOGNITION

The Board of Education recognizes the Secondary Study Hall and Hallway Assistant Unit, represented by New York State United Teachers, as representing those staff members who are licensed Teaching Assistants, and referred to as Secondary Study Hall and Hallway Assistants.

SALARY

Year 1 (2016/17) – Effective July 1, 2016, \$635.00 to be added to the base pay of each unit member.

Year 2 (2017/18) – Effective July 1, 2017, \$635.00 to be added to the base pay of each unit member.

Year 3 (2018/19) – Effective July 1, 2017, \$635.00 to be added to the base pay of each unit member.

Employees shall have the option to receive their salary in twenty-five (25) equal bi-weekly payments; or twenty-one (21) equal bi-weekly payments September to June. Employees selecting the twenty-five (25) payment option will receive all “summer” pay in a single check issued on the last scheduled pay date in June and the gross pay as reflected on that check will be taxed as if such sum was paid pursuant to the twenty-five (25) payment option.

Longevity– Longevity increments shall be as follows in connection with full-time service to the District within the bargaining unit:

1. After 10 full years of service	\$1,000
2. After 15 full years of service	\$ 500 (total \$1,500)
3. After 20 full years of service	\$ 500 (total \$2,000)
4. After 25 full years of service	\$ 500 (total \$2,500)

Annual salaries for employees in this unit shall be divided into equal paychecks for the 10 months that school is in session. For purposes of computing annual salaries, 182 working days shall remain a constant regardless of the number of days in the school calendar for any given year.

Notwithstanding current practice or any contractual provisions to the contrary, the District shall have the right to change the current payroll period so as to have the first payday be the second Friday after Labor Day.

CALENDAR

Employees in this unit shall be required to work the teachers' calendar; that is, they will work every day teachers are required to work including make-up days.

WORKING DAY

The length of school day shall be seven (7) hours. Such seven hours will be determined from the entry assignment hour of the employee. Entry assignment time shall be no later than one hour after students report to class, and employees may be retained up to one hour after last class is dismissed. Notwithstanding the above, as to all employees hired March 15, 1997 and thereafter, upon 30 days' notice, an employee's shift may be changed to 10:00 a.m. to 5:00 p.m.

Employees shall be required to work all periods and have a lunch period and a 20 minute break provided at a mutually agreed upon time during each day. Such break shall be taken after classes have begun and employee must be back at his/her post before classes pass again.

Except in the case of an emergency, employees shall be permitted to have their lunch period coincide with a teacher lunch period. In the case of an emergency, administration may require the employee to take his/her lunch period during some other period. A determination of what constitutes an emergency shall be made by administration.

Employees, upon assignment by the Building Principal or his/her designee, shall be compensated at the employee's hourly rate for performing their regular job functions (e.g. proctoring, testing) beyond the employee's seven hour work day. An employee's hourly rate shall be calculated by dividing the Employee's annual salary by 1,274. Employees who perform additional assignments (e.g. chaperoning, detention, cafeteria supervision, period substitute, tutoring, or AP proctoring), shall continue to be compensated at the applicable rate for that assignment.

While scheduling decisions remain in the discretion of the Administration and shall be final, binding, and not subject to challenge under Article XI of the Collective Bargaining Agreement, a reasonable effort will be made to not schedule four or more periods in a row without lunch or break.

BENEFITS

I Sick Leave

- A. After five months of completed and continuous service, an employee in this unit is entitled to one sick day per month of service commencing with the sixth month. A doctor's note shall be submitted for more than five consecutive days of illness.
- B. For those employees in continuous service in the district for one or more years, sick leave shall be credited at the rate of ten days per year at the beginning of each school year, effective September 1, 1981, and/or credited on a pro-rated basis.
- C. Sick leave may be accumulated up to 95 days.

II Personal Business Days

Three 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 days shall be cumulated without limit and treated as unused sick leave under A(3), Sick Leave.

No personal days shall be permitted on days before or after vacations and holidays.

Personal business days shall only be considered for the following reasons:

- house closing
- court appearance (if not defendant in criminal case)
- tax audit
- pre-trial hearing
- arrest
- arrest of family member
- wedding of family member
- graduation of child, parent, sibling, spouse, nearest relative
- funeral of nearest relative or close friend
- emergency arrangement for nursing home, hospital, etc.
- emergency repairs that require immediate attention such as heating, plumbing
- vandalism or burglary
- robbery or theft
- fire in the home or on the property
- emergency transportation problems
- religious occasions

III Death in the Immediate Family or of Nearest Relative

A maximum of five (5) days without loss of pay will be allowed for absence due to death in the immediate family, or of nearest relative. Such a leave shall be taken within seven (7) days following such death and shall not be deducted from sick leave. 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, daughter-in-law, son-in-law, and any other member of the household of which the employee is a part.

IV Jury Duty

Employees in this unit shall be permitted to have time off with pay when necessary for the purpose of performing jury duty and giving testimony in court. However, employees will not be given time off with pay for testimony or other appearance associated with a court action in which said employees are a party. The granting of time off with pay for

the aforementioned public obligations shall be subject to the approval of the Superintendent of Schools.

V Health and Dental Insurance

A. Empire Plan

Individual

The district shall pay 85% toward the monthly premium. Effective June 2, 2014 new hires shall be required to contribute 20% to the cost of premium for individual coverage.

Family

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

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

The District's contribution to the cost of family coverage shall be 70%.

B. 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's share of the annual premium for said coverage. Effective June 2, 2014 and thereafter, the payment in exchange for withdrawing from the health insurance family plan shall be \$8,602. As to employees hired effective June 2, 2014 and thereafter, the payment shall be \$6,452 upon 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. Any employee who wishes to reenter after October 1st may do so in accordance with the rules of the plan.

Reentry 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 last pay period in December and the second being on the first pay period in June.

C. Dental Insurance

The District shall pay 80% of the cost of the monthly premium for participation in the District's dental insurance plan for individual or family coverage.

VI Worker's Compensation

An employee in this unit shall receive full pay during his/her absence due to a work-connected injury. 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 whether or not he/she is fit for work. The district 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 pay provision shall be limited to eight (8) months from the date of injury.

During any period of time that the employee receives full pay for an absence covered under Worker's Compensation, the district shall be entitled to his compensation payment.

VII Protection of Employees

If an employee who is a member of this unit is assaulted in connection with his/her employment, he/she 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 the request from such employee for information in their possession relating to the incident or the persons involved, and will otherwise cooperate with the employee in the event of a civil or criminal proceeding to the extent limited by other provisions of the Collective Bargaining Agreement and the law.

The District will reimburse members for any clothing or personal property damaged or destroyed as a result of an assault occurring while on duty not as a result of negligence or intentional conduct of such member provided that said reimbursement is no more than \$250.00.

VIII Agency Fee

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 Secondary Study Hall and Hallway Assistants.

IX School Closings

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

X Notification of Employees

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

XI Resolution of Problems

An employee in this unit has the right to process a concern about terms and conditions of his/her employment. In order that such a concern be processed as rapidly as possible, the number of days indicated at each of the following steps should be considered as a maximum and effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event that this right cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that this process may be completed prior to the end of the school year.

Step One:

An employee, within thirty (30) working days after the act or condition of which the employee is concerned, will submit his/her concern in writing and discuss with his/her Principal designated to receive such concerns.

Step Two:

If the employee is not satisfied with the disposition at Step One, or if the matter of concern is not mutually resolved within ten (10) working days, he/she may file a written appeal to the Assistant Superintendent to present his or her concerns. The Assistant Superintendent shall respond within two weeks to the concern of the employee unless extenuating circumstances prevent him or her from doing so. An officer of the Association shall have the right to be present at such hearings.

Decisions rendered at Step One and Step Two will be in writing.

Failure to file a written appeal or to request a meeting with the Assistant Superintendent within time limitations shall be construed to be an abandonment of the concern.

XII Payroll Deductions

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

Members of this unit may request payroll deduction of specified amounts for transfer to the member's account in Teacher Federal Credit Union.

Members of this unit may request payroll deduction for dues as designated by the Union for membership in the Union, on the basis of individually signed voluntary deduction authorization cards.

Member of this unit shall have the right to request payroll deductions for voluntary NYSUT member benefit programs.

XIII 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 the Union. The Board may require a save-harmless from these companies.

In the event that the Union wishes to add additional carriers to the active list, they may do so with the proviso that the District receive ten (10) approvable employee applications to use the tax sheltered program of the proposed carrier.

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)

XIV Flexible Benefits Plan

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

XV Employee Assistance Program

The District shall participate in an Employee Assistance Program (EAP), the total annual cost of which shall not exceed \$16,000 for all employees of the District.

XVI No Smoking Policy

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

XVII Duration


The duration of this contract will be from July 1, 2016 through June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year indicated below.

SECONDARY STUDY HALL AND
HALLWAY ASSISTANTS

HUNTINGTON UNION FREE SCHOOL
DISTRICT


Regina Connors, President


James Polansky
Superintendent of Schools

10/16/17
Date

10/16/2017
Date

GGDOCS-1890888398-525

