AGREEMENT BETWEEN HAUPPAUGE UNION FREE SCHOOL DISTRICT AND HAUPPAUGE SCHOOLS OFFICE STAFF ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2027

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PREAMBLE

AGREEMENT dated the 21 st day of June 2022, between the undersigned, HAUPPAUGE UNION FREE SCHOOL DISTRICT, Hauppauge, New York ("the District") and HAUPPAUGE SCHOOLS OFFICE STAFF ASSOCIATION, Hauppauge, New York ("the Association"), wherein it is mutually agreed as follows:

ARTICLE I RECOGNITION AND UNION STATUS

The District recognizes the Association as the exclusive bargaining agent for all permanent fulland part-time employees holding positions set forth in the salary schedules attached hereto as Appendix A, except those employees classified as confidential.

ARTICLE II PAYROLL DEDUCTIONS

A. <u>Dues Deduction</u>

The District will deduct from pay membership dues as designated by the Association on the basis of individually signed voluntary deduction authorization cards in a form agreed to by the District and the Association on the second payday of the month and forwarded to the Secretary-Treasurer of the Association within 10 days of the deductions. The authorization will remain in effect unless/until the employee submits, during the month of August, a written revocation to the Association and a copy to the District's Payroll Department.

Deductions from an employee's pay shall be in accordance with the date stamped on the "Dues Deduction Card."

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

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of action taken or not taken by the District for the purpose of complying with any list, notice, or assignment furnished under any provision of such.

B. U. S. Savings Bonds

The District, after formal request from any employee within the Unit, shall supply the necessary forms and make deductions in accordance with the employee's request concerning U.S. Savings Bonds and Credit Union deductions.

C. <u>Deferred Compensation Plan</u>

Unit members shall be entitled to defer compensation in accordance with New York State Deferred Compensation Plan, Code 457 Plan, established by the District.

ARTICLE III EMPLOYMENT AND PROBATION

- A. The probationary period for all new employees shall be 26 weeks and in accordance with Civil Service rules and regulations computed from the first day of employment. If, at the end of this period, the employee's work is considered to be satisfactory, the employee shall become a permanent employee of the District, and seniority shall date from the first day worked.
- B. Adequate prior notification upon termination of employment shall be given.

ARTICLE IV WAGES

A. Wages for Full-Time Employees

2022-2027: The salaries will be in accordance with the schedules attached as Appendix A.

B. Wages for Part-time Employees

2022-2023: Effective July 1, 2022, each employee's hourly rate will be increased by 2%.

2023-2024: Effective July 1, 2023, each employee's hourly rate will be increased by 2%.

2024-2025: Effective July 1, 2024, each employee's hourly rate will be increased by 2%.

2025-2026: Effective July 1, 2025, each employee's hourly rate will be increased by 2%.

2026-2027: Effective July 1, 2026, each employee's hourly rate will be increased by 2%."

- C. If a 10-month employee is called in to work by the Administration during the summer, he/she shall receive the regular rate of pay provided he/she is performing the regular work. It is understood that the Administration may call in substitutes.
- 2. The Administration may call in 10-month employees to work for one or two weeks' time during the summer. The employee shall have the option of receiving compensation or time off for either week.
- D. Movement on the salary schedule:

All 12-month employees hired prior to January 1 will be moved to Step 2 July 1 of the next contract year.

All 10-month employees hired prior to February 1 will be moved to Step 2 July 1 of the next contract year.

Any employee hired subsequent to those dates would move to Step 2 the July 1 following the first anniversary of the date of employment.

E. New hires employed after July 1, 2015 shall begin Step 1 of the salary schedule. Movement to Step 2shall be delayed for one contract year, after which movement to Step 2 shall be in keeping with the above step movement rules. For example, a new 12-month employee hired in December 2015 would not move to Step 2until July 1, 2017. The employee shall then

remain on Step 2for two contract years. At Step 3and thereafter, the employee shall move to subsequent steps on an annual basis.

F. Ten month employees shall have the option of 22 or 26 salary payments.

Effective upon the complete ratification and approval of the 2022-2027 Agreement, and following consultation with the Association, the District may hire a new employee at Step 2, provided that there is no more than one person holding the title to which the new employee will be appointed. With the Association's written agreement, the District may hire a new employee at Step 3 or higher.

G. Effective July 1, 2022, employees who chaperone District events will receive the same hourly rate as that paid to HTA bargaining unit members for chaperoning duties.

ARTICLE V CLASSIFICATIONS

- A. An employee may be assigned on a temporary basis to work in another classification. Salary adjustments shall commence after one full day of the assignment.
- B. An employee may be required to work in another classification to become familiar with certain tasks or special skills of the other classification in order to provide backup coverage.
- C. Should the District contemplate any change in classifications, the action shall become final after prior notice to and discussion with the Association.

ARTICLE VI WORKWEEK

- A. The normal workweek for all full-time employees shall be five days, Monday to Friday, seven hours per day, 35 hours per week, excluding one hour for lunch.
- B. For part-time employees, the basic workweek shall be the number of hours for which they are contracted.
- C. The workweek for all full-time Association members shall be five days, Monday to Friday, from $8:00~\mathrm{AM} 3:00~\mathrm{PM}$, excluding one hour lunch, when school is not in session. Lunch breaks may not be used in lieu of leaving prior to $3:00~\mathrm{PM}$. Administrative approval must be obtained for any deviation from this schedule.

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 work performed Monday through Friday shall be paid at the rate of time and one-half.
- C. All work performed on a Saturday, Sunday or holiday shall be paid at the rate of double time.

- D. Any employee called in to work overtime shall be guaranteed a minimum of four hours' work at the applicable premium rate.
- E. Any employee required by his/her supervisor to work additional time may accumulate a maximum of two full days' compensation time in one-half hour increments that may only be taken during school recesses. Effective July 1, 2018, any employee required by his/her supervisor to work additional time may accumulate a maximum of five full days' compensatory time in one-half hour increments that may only be taken during school recesses. The employee shall submit a signed and approved timesheet for each full day accumulated.

ARTICLE VIII EMERGENCY WORK

- A. Employees called to perform emergency work outside their regular workday shall be paid at the overtime premium rate for the day or days involved.
- B. Should an employee be called in for an emergency, he/she shall be guaranteed four hours' pay and shall be required to perform only the work for which the emergency was called.

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, 1988 that have been officially sanctioned and covered by Board policy for any or all employees covered by this Agreement 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 for all full-time employees shall be computed from the date of commencement of employment.

Layoffs and recalls shall be determined in accordance with Civil Service Law.

B. <u>Transfers</u>

- 1. A permanent employee may be transferred to another building or from one department to another after prior notice to and discussion with the Association. Transfers may be made as they benefit the best interests of the District.
- 2. When the staff of a department or building is to be reduced, other than as part of a general reduction in District staff, the following procedure is to be followed.
- Volunteers will be sought.

b. If no volunteers are to be found, then the least senior employee will be transferred from the department or building, provided that the District determines that the employee is qualified to perform the job to which the employee is to be transferred, and provided further that the transfer be made after prior notice to and discussion with the Association.

C. <u>Promotions</u>

All Unit job openings and promotions, as well as confidential clerical positions, shall be posted, and all employees in the Unit shall have the opportunity to apply for same. The District shall offer the openings and promotions to employees who have bid upon them on the basis of ability, seniority and qualifications to perform the job efficiently. No persons outside the District may be considered for the openings and promotions unless, in the opinion of the District or its designee, no Unit employee has the requisite ability and qualifications.

Any employee promoted within the Unit shall be cross-slotted at his/her present pay grade level.

Any employee required to perform work in a higher paying classification shall receive the pay of the higher paying classification.

Effective July 1, 1997, any part-time employees promoted to full-time status shall have their employment time from the effective date of Board appointment prorated for salary and longevity purposes only. The following formula will be utilized:

Total hours worked = Full time
Total hours/12 months or 10 months Equivalent

An employee who has worked less than one year as a part-time employee will receive no service credit.

Part-time service will be rounded to the nearest year.

Only contractual work days are used for calculations. Overtime days are not used. Docked days are not included. Annual leave days and paid holidays per contract are included.

Any principal's secretary holding the position of Stenographer on July 1, 2004 shall have the opportunity to have the position upgraded to Senior Clerk Typist providing that all requirements of Civil Service Law are met.

ARTICLE XI LEAVES

A. Sick Leave

1. On each anniversary date, each full-time 12 month employee shall be credited with 12 days "Sick Leave" with full pay. Effective July 1, 2022, all 11-month employees will be credited with 11 days "Sick Leave" with full pay. All 10-month employees shall be credited with 10 days "Sick Leave" with full pay. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment. Any sick leave accumulated through June 30, 2008 is to be included.

2. Part-time permanent employees whose workweek exceeds 17 $\frac{1}{2}$ hours shall be entitled to five days "Sick Leave" per year which shall not be cumulative. These part-time employees may apply unused sick days to unpaid holiday.

B. <u>Personal Days</u>

- 1. All regular full-time employees shall be entitled to three personal days per year with pay for personal business that cannot be conducted outside working hours. Part-time permanent employees whose workweek exceeds 17 ½ hours shall be entitled to two personal days per year one of which is deductible from sick leave. The request for personal leave shall be made by formal written application using the existing procedure. The employee does not have to indicate the reason for personal day.
- 2. Permanent full-time employees may apply unused personal days earned after July 1, 1997 to accumulated sick leave for use in cases of illness. Accumulated days shall be reimbursable under the provisions of Article XVII.

C. <u>Bereavement Leave</u>

Death in Family

A leave of absence with pay, not to exceed five consecutive work days, may be taken because of death in the immediate family. These days are not to be counted against sick leave time. An immediate member of the family is defined as follows: Wife, husband, children, parents, parents-in-law, brothers or sisters, sons- and daughters-in-law, grandparents, grandchild, or any member of his/her family living for an extended period within the household of the employee.

Other relatives: employee will be allowed one paid day. If more than one day is required, an employee may use accumulated leave days including sick leave.

D. <u>Jury Duty</u>

Employees who are required to serve jury duty shall receive their regular pay, less the jury duty allowance. However, the mileage and meal allowances shall be retained by the employees. Employees are to request "on-call" jury duty when available.

E. <u>Leaves of Absence</u>

Employees may, after formal request, and upon approval of the Superintendent of Schools, be granted a leave of absence for up to one year and shall be reinstated in the same or comparable position upon their return. However, during the leave of absence, the employee may, after formal request, be allowed to pay for his/her hospital benefits. The leave of absence shall otherwise be without pay and other benefits.

F. Child Care Leave

Upon request, employees will be granted leaves of absence without pay, not to exceed one year and shall be reinstated in the same or comparable position upon their return. Employees granted unpaid leaves shall not accrue seniority during their leaves.

G. Work Breaks

The present practice with respect to work breaks will be continued.

ARTICLE XII HOLIDAYS

- A. All full-time 12 month employees shall be guaranteed 15 paid holidays per year. Full-time 10 month employees shall be guaranteed 14 paid holidays.
- 1. All full-time employees will be granted two floating holidays during the 2022-2023 through 2026-2027 school years. These floating holidays may only be used during the recess periods and on days as are approved by the employee's supervisor. This paragraph will sunset effective June 30, 2027at 11:59:59 p.m., at which time it will have no further force and effect. If six full-time employees retire during the term of the 2022-2027 Agreement, then the prior sentence, inclusive of the sunset, will be deleted. If fewer than six full-time employees retire during the term of the 2022-2027 Agreement, then the sunset will remain in place.
- B. All part-time permanent employees who regularly work 17 $\frac{1}{2}$ or more hours per week shall be guaranteed six paid holidays. Additional holiday time may be granted in lieu of unused sick days.
- C. All employees required to work on a holiday shall receive double time in addition to the regular holiday pay.
- D. The holidays provided for in this Agreement shall be posted on appropriate bulletin boards no later than June 1st of each year.
- E. Should a holiday fall on an employee's vacation, an employee will receive another day's vacation by mutual consent.
- F. The District shall give prior notice to employees who are required to work on a holiday, where possible.
- G. During school years in which the District is closed in observance of Juneteenth, employees will receive that day as an additional paid holiday.

ARTICLE XIII ASSOCIATION REPRESENTATIVES

- A. The Association shall forward a list of its representatives to the Superintendent of Schools, or his/her designee, and shall advise him/her of any changes.
- B. The representative designated by the Association, in writing to the District, shall be permitted on prior request to his/her supervisor, which shall not be unreasonably denied, to conduct Association business, investigate and process grievances during working hours, and to provide new employees with Association forms.

ARTICLE XIV HEALTH & WELFARE

A. <u>Life Insurance</u>

All eligible permanent full-time employees will receive a fully paid \$4,000 life insurance benefit (life insurance, accidental death, dismemberment). Employees must have completed at least six months of service to be eligible.

B. <u>Disability Insurance</u>

A disability insurance policy will be provided for all permanent full-time employees and will allow for continuous 66 2/3%income if the individual remains disabled until age 65. These employees must have completed the probationary period to be eligible. A customary six month grace period precedes the inception of the disability benefits. During the six month period of ineligibility for disability insurance, any illness which continues beyond 30 calendar days from the end of accumulated sick leave will be compensated by the District for any portion of the remainder of the six month period, at a rate equal to one-half of the regular salary. A doctor's report will be required to support the claims.

All rights regarding disability insurance are not applicable to new personnel in the District unless they have actually been on the job during the school year. During the 30 days¹ grace period that follows the exhaustion of the employee's sick leave, and prior to the time that the insurance company picks up the disability insurance, the District has the right to have the disabled party examined by the school physician to determine the extent of the disability and to ascertain whether or not the disabled party should be entitled to the one-half pay clause that the District must bear until the insurance company assumes the responsibility. In order to qualify for the two-thirds clause, the employee must have passed the probationary period and be a permanent full-time employee.

C. <u>Health Insurance</u>

Date of Hire	Employee Premium Contribution									
	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	6/30/27				
On or before 10/24/1995	4%	4%	17%	18%	19%	20%				
After 10/24/1995 and before 2/4/2009	14%	14%	17%	18%	19%	20%				
On or after 2/4/2009 and before 7/1/2015	16%	16%	17%	18%	19%	20%				
On or after 7/1/2015 and before 7/1/2018	16%	16%	17%	18%	19%	20%				
On or after 7/1/2018	20%	20%	20%	20%	20%	20%				

Any adjustments in benefits, improvements or reduction under the District insurance plan shall continue to automatically accrue to the Unit. The District shall establish a Section 125 flex plan per the Rules of the IRS for contribution.

¹ If an employee is found to be employed elsewhere, this period of time would be 60 days.

Employees who retire from the District shall have 60% of family or individual health insurance paid by the District until they reach age 65. The District will pay the minimum required by the state for individual or family health insurance after age 65.

D. Unit members working less than the minimum number of hours for a full-time employee as defined by the Affordable Care Act shall be given the opportunity to purchase individual or family health coverage under the District's health insurance plan at the maximum rate of contribution as permitted under the applicable NYSHIP Regulations. This health insurance shall be made available for purchase by the employee solely during the term of his or her employment with the District and will terminate when the employee retires, resigns or is terminated. This benefit may not be construed to include any other health insurance benefit provided to full-time employees.

E. <u>Dental Insurance</u>

The District will pay the full cost of the individual dental plan for eligible permanent full-time employees as provided for the teaching staff. The District shall continue to have the option to switch carriers to another dental plan providing comparable coverage to the current plan after prior notice to and discussion with the HSOSA.

Effective October 24, 1995, the District shall contribute to the cost of family coverage and individual coverage as per the Hauppauge Teachers dental insurance provision.

F. Physical Examination

- 1. All employees shall be examined by the school physician at the District's expense, or by their own physician at the employee's expense, and shall present a certificate of the examination before the first day of employment.
- Employees shall be required to have a Tine Test as provided by District policy.

If the employee feels he/she cannot conform to the above regulation, he/she must submit a note from his/her family physician to the supervising school physician.

ARTICLE XV HEALTH INSURANCE DECLINATION

A. An employee may decline health insurance coverage, either family or individual. If he or she does so for a full year, the employee shall receive 44% of the District's contribution toward the costs of health insurance premiums for the unit member. The 44% shall be computed upon the NYSHIP premium in place in January 2008, and carried forward for all future contract years. The employee has the option of declining or not but does not get the bonus unless the declination is in effect for a full year.

ARTICLE XVI WORKERS' COMPENSATION DIFFERENTIAL PAYMENTS

Employees injured on the job will receive pay on the following basis:

A. The first consecutive seven calendar days of disability will be paid full-time to employees regardless of years of service. B. In addition, employees who have worked one year or more are entitled to full pay on the basis of one week for each full year of employment up to 10 years. After 10 years, employees are entitled to 1 ½ weeks' pay per year of employment. This additional time must likewise be taken consecutively and will be directly following the first seven days' absence to be applicable.

All compensation checks must be returned to the District during this period.

- C. After the above benefit is exhausted, the employee shall use accumulated sick leave for the balance of the disability and the employee, by virtue of endorsing to the District all compensation checks received, will repurchase all sick leave used during the disability. In the event that any sick leave time used is to be reinstated, it shall be prorated according to the amount paid to the District through Workers' Compensation checks.
- D. The total number of Workers' Compensation days paid to any employee during the course of his/her employment shall not exceed those specified in "B" above as a lifetime benefit. This includes the one time use of the first consecutive seven days regardless of years of employment.

ARTICLE XVII RETIREMENT PROGRAM

A. The District agrees to participate in the 1/60 N.Y. State Employees Retirement System Plan 75i for all non-teaching employees.

Employees who joined the Retirement System

Before July 1, 1973 & July 26, 1076	aro Tior 1 manch and
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On or after September 1, 1983	are Her 3 members.
On or after January 1, 2010	are Her 4 members.
On or after January 1, 2010	are Tier 5 members.
On or after April 1, 2012	are Tier 6 members.

B. Upon retirement, disability or death, eligible permanent full-time employees, hired before July 1, 1981, will receive payment of unused sick time not to exceed one hundred thirty-five days (100 days for those hired after July 1, 1981), the additional days may be applicable to absence due to extended illness.

Payment for accumulated sick days will be based on the final year's annual salary. This sum is not applicable to retirement benefits.

Retiring personnel may choose one of two options to receive this payment for unused sick time:

- 1. In a lump sum at retirement.
- 2. Upon a six-month notice to the Personnel Office, a retiring employee may receive the payment due for accumulated sick days divided equally into remaining paychecks.
- C. Any employee who has accumulated 80 or more sick leave days as of July 1, 1981 may continue to accumulate to a maximum of 135 days.

Any employee with less than 80 (i.e., 79 days as of July 1, 1981 may continue to accumulate to a maximum of 100 days.

- D. At the end of each year, an employee may opt to be reimbursed for up to four days at the rate of pay of that year. The balance of eight days (for 12-month employees) and six days (for 10-month employees) can continue to be accumulated as in "C" above.
- E. Upon retirement the incentive of \$3,000 will be paid to the retiree who shall have completed at least 10 years of full-time, continuous service in the District and shall have reached at least 55 years of age.

The employee will not be penalized for the loss of time for the retirement incentive stipulation if the lost time is due to personal or family illness not to exceed one year.

In the case of District approved leave of absence, service time shall continue upon the employee's return from leave. No credit for leave time shall be accrued toward retirement.

ARTICLE XVIII VACATIONS

A. All full-time12-month employees shall be entitled to vacations on the following schedule:

Years Svc.	Vac. Days	Years Svc.	<u>Vac. Days</u>
1	10	9	19
2	11	10	20
3	12	11	21
4	13	12	22
5	15	13	23
6	16	14	24
/	17	15	25
8	18		

Full-time 12-month employees hired after June 30, 1981 shall have a maximum of 20 days' vacation after 10 years' service, as per the schedule above. All others are save harmless.

All full-time 10-month employees shall receive the following vacation proration:

1-3 years	7 days per annum
4-8 years	8 days per annum
9-13 years	9 days per annum
13+ years	10 days per annum

Full-time 10-month employees hired after June 30, 1981 shall have the following vacation schedule:

1-5 years	7 days per annum
6-10⁺ years	8 days per annum

Effective July 1, 2022, the vacation schedules for all 10-month and 11-month employees will be as follows:

1-5 years 8 days per annum 6 or more years 9 days per annum

All others are saved harmless. If an employee is a 10-month employee and becomes a 12-month employee, or vice versa, the length of service shall be prorated for vacation time purposes.

- B. 1. Vacations shall be computed from the anniversary date of employment. Vacations may be taken when school is not in session and will, where possible, coincide with the vacation of the supervisor or at other times upon mutual consent. Vacation time shall not be cumulative.
- 2. Notwithstanding the foregoing, with the approval of their immediate Supervisor and subsequent District office authorization, employees will be permitted to carry over unused vacation days to the next school year. Carried-over vacation not used during July and August of the following school year will be forfeited.
- C. Any employee who voluntarily terminates his/her employment shall receive prorated vacation pay for his/her unused vacation, provided he/she gives two weeks' notice of leaving to the District.
- D. Vacation schedules will be posted no later than June 1 of each year.

ARTICLE XIX ADMINISTRATIVE ASSISTANTS

- A. The work year of administrative assistants shall be 11 months, with 20 days to be scheduled by administration during July and August.
- B. Administrative assistants shall receive the same allotment of holidays, vacation, personal and bereavement leave as 10-month employees in the Unit, prorated based on their start date.

ARTICLE XX GENERAL CLAUSES

A. Personal Vehicles

No employee of the District shall be required to use his/her own vehicle in the performance of his/her duties.

B. <u>Sanitary Arrangements</u>

The District agrees to supply washroom facilities for all its employees.

C. No Discrimination

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

D. <u>Association Meetings</u>

The District may, in its discretion, upon formal application, provide space within the schools for Association meetings at times which will cause no disruption to District operations.

E. <u>Emergency Closing Days</u>

Part-time and full-time clerical personnel shall be entitled to be paid for days when school is closed due to snow or other emergencies.

F. Bulletin Boards

The District shall provide bulletin boards in each school for the dissemination of information relating to District employees.

G. <u>Arrangements</u>

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

H. Adult Education

Fees for adult education courses taken at the District by Association members shall be waived if there is sufficient availability in the courses, and if the courses are job related.

ARTICLE XXI VISITATION

- A. The Association, through its representatives, upon reasonable notice to the District, 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.
- Normal visiting procedure in school buildings will be observed.

ARTICLE XXII DEFINITION OF A GRIEVANCE

A "grievance" is any dispute between the parties concerning the meaning or application of the terms or conditions of this Agreement.

Step I

Any grievance under this Agreement between the employee(s) and the District shall be submitted in writing by the Association to the employee's immediate supervisor within 10 days after the grievant knew or should have known of the occurrence and shall be answered in writing within 10 working days of its submission. If the grievance is a District-wide or class-wide grievance, it shall be submitted directly to the Office of Personnel in the prescribed time-frame.

Step II

In the event the grievance was not satisfactorily adjusted at Step I, the Association may, within 10 working days from the date of receipt of the written answer, submit the grievance in writing to the Superintendent of Schools or his/her designee, who shall answer the grievance within 10 days after its presentation.

Step III

A grievance not satisfactorily adjusted at Step II shall be submitted in writing within 10 working days of receipt of the answer from the Superintendent of Schools or his/her designee to the Joint Grievance Committee; the committee to be composed of two District representatives and two bargaining unit representatives.

Step IV

If the Association is not satisfied with the response received at Step III, the Association may, within 10 working days, submit a copy of his/her written grievance to the Board of Education. The Board of Education shall make a determination in regard to the grievance and transmit its written decision to the grievant within two calendar weeks. In the course of deciding the grievance the Board of Education may hold such meetings, conferences or hearings as it deems necessary.

Step V

If the Association is not satisfied with the response received at Step IV, it may, within 10 working days thereafter, file a demand for arbitration with the District. If the parties are unable to agree upon an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator will have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and will be bound by its express terms. The arbitrator's award will be final and binding upon the parties. The arbitrator's expenses will be equally shared by the Association and District.

ARTICLE XXIII TERM OF AGREEMENT

The term of this Agreement shall be five years commencing July 1, 2022through June 30,2027. The parties agree to meet on or about January 15, 2027, to commence negotiations for the terms and conditions of the contract to be effective July 1, 2027.

ARTICLE XXIV AMENDMENT OF LAW

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

ARTICLE XXV IN-SERVICE

Clerical employees may be required to attend in-service training workshops when presented. These workshops shall be mutually developed by the District and the Association with respect to time and content.

ARTICLE XXVI LONGEVITY

The following longevity schedule is effective July 1, 2017:

Longevity payments will be for permanent full-time employees who have completed years of service as per the following:

6-8 years	\$500
9-10 years	\$725
11-13 years	\$975
14-15 years	\$1,300
16+ years	\$2,000

Longevity payments apply to the categories of 10-month, 11-month and 12-month employees, without any proration based upon the category.

Effective June 30, 2027at 11:59:59 a.m., all longevity payments for permanent full-time employees who have completed 6-8, 9-10, 11-13, and 14-15 years of service will sunset and will have no further force and effect. If six full-time employees retire during the term of the 2022-2027 Agreement, then the prior sentence, inclusive of the sunset, will be deleted. If fewer than six full-time employees retire during the term of the 2022-2027 Agreement, then the sunset will remain in place.

ARTICLE XXVII CONTRACT TRANSFER

This Agreement shall be binding upon the Association and the District, its successors, executors, administrators, assignees, receivers in bankruptcy, receivers in equity, trustees or other equivalent designee whether voluntarily or pursuant to a court decree.

ARTICLE XXVIII PERSONAL PROPERTY LOSS

The aggregate annual obligation of the District with regard to personal property that has been damaged, stolen or destroyed as a result of an assault or malicious action, provided the damage occurs during the course of employment and is not the result of employee negligence, shall not exceed \$250 per year for the life of this Agreement. All claims must be filed no later than June 30, at which time, a committee consisting of a representative of the Association and the Assistant Superintendent for Business shall meet to evaluate the claims. All claims shall be reduced by all applicable personal insurance receipts. Should the total approved claims exceed \$250, the approved claims shall be satisfied on a prorated basis. All claims shall be adequately verified and proven.

ARTICLE XXIX SEVERABILITY

Notwithstanding anything to the contrary in this Agreement, if one or more of the provisions of this Agreement is found to be illegal, all other provisions are to remain in full force and effect. Upon the written request of either party, negotiations will be commenced, as soon as is practicable, regarding a substitute for the illegal provision.

ARTICLE XXX 2022-2027 RETIREMENT INCENTIVE

Notwithstanding any contrary provision of the Agreement, the following incentive will be provided to a full-time employee with at least 15 years of District service who retires during the term of the 2022-2027 Agreement:

The employee will receive a \$10,000 incentive, minus any applicable taxes and withholdings, to be paid within 30 calendar days of his/her retirement from the District.

Upon retirement, the employee will receive payment of unused sick time not to exceed 135 days.

Effective at 11:59:59 p.m. on June 30, 2027, this Article XXX will sunset, be deleted and of no further effect, except for the District's obligation to make payments as set forth herein. The District has no obligation to negotiate an extension or renewal of this subsection's terms.

If any provision of this incentive is deemed to be invalid by any court, administrative agency or other neutral of competent jurisdiction, then the parties will make reasonable efforts to negotiate an alternative."

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this <u>/5</u> th day of November 2022.

BOARD OF EDUCATION HAUPPAUGE UNION FREE SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

HAUPPAUGE SCHOOLS OFFICE STAFF ASSOCIATION

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SALARY SCHEDULE 2022-2027

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Part Time Rates:	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	

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