

AGREEMENT

NORTHPORT-EAST NORTHPORT
UNION FREE SCHOOL DISTRICT

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION
TRANSPORTATION UNIT

July 1, 2020 - June 30, 2025

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AGREEMENT between the undersigned NORTHPORT-EAST NORTHPORT UNION FREE SCHOOL DISTRICT of Box 210, Northport, New York 11768 (hereinafter termed the "District") and UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Memorial Highway, Lake Ronkonkoma, New York 11779 (hereinafter termed the "Union"), wherein it is mutually agreed as follows:

ARTICLE I. RECOGNITION AND UNION STATUS

The District recognizes the Union as the exclusive bargaining agent for all full and part time employees in the following categories: Bus Driver and Driver Assistant.

ARTICLE II. PAYROLL DEDUCTION OF DUES

A. Authorized Cards Required

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.

B. When Deduction Begins

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

C. Continuation Automatic

Authorization for deduction of dues from pay shall remain in effect until the expiration of this Agreement in accordance with the provisions of law.

D. Payment in Case Earnings Insufficient

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.

E. School District Not Liable

The Union shall indemnify and save the School 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 School District for the purpose of complying with any of the provisions of this Article, or in reliance of any list, notice or assignment furnished under any provision of such.

ARTICLE III. QUALIFICATIONS. PROBATION. SENIORITY, JOB SECURITY, TRANSFERS AND PROMOTIONS

A. Qualifications

All employees shall be of good moral character and must meet the physical and health requirements necessary to enable them to be efficient employees.

B. Probationary Period and Seniority

All hourly bus drivers will be subject to a minimum of six (6) months' probation, but will not be considered permanent until the fingerprints required by law have been reviewed and approved by the necessary State and Federal agencies as mentioned in Article 19A of the New York State Motor Vehicle Department Duties and Regulations governing school bus drivers.

C. Job Security (Layoff and Recall)

1. Layoff

In the event of layoffs, probationary and part-time (those hired after 6/30/76) employees shall be laid off before any permanent full time employee shall incur a reduction in straight-time pay. If after all probationary and permanent part-time (those hired after 6/30/76) employees have been laid off and other reductions in work force are deemed necessary by the District, the employer shall lay off in accordance with the principles of seniority provided the retained employee can efficiently perform the required work. For the purpose of reduction in force, seniority shall be district-wide by classification (see Article XVII.A). Layoffs (bumpings) shall be administered along the following lines of promotion in accordance with Suffolk County Civil Service Rule XXII.

Employees who are displaced (bumped) or laid off shall have their name placed on the preferred eligible list, by classification, which will be active for the period of time prescribed by law and/or regulation. Layoff and displacement (bumping) actions shall not be posted.

2. Recall

In the event of recall, employees will be recalled by classification in the inverse order in which they were laid off. The Board shall send 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 recall unless he/she does not report within one (1) week of the date of mailing such notice or of the sending of such telegram. No new employees may be hired until all employees laid off and still eligible for recall have either been recalled or have waived their recall rights by failing to report as provided for above.

ARTICLE IV. WAGES

The hourly bus drivers will be hired for days that the District schools are in session. They will typically work a minimum number of hours a day but they must be available to work additional hours on an as-needed basis.

The wages for the term of this Agreement are set forth in "Schedule A" and are hereby made part hereof.

1. The salary for the period July 1, 2020 to June 30, 2021 shall be determined by increasing each unit member's June 30, 2020 base rate of pay by \$1.00per hour effective July 1, 2020.
2. The salary for the period July 1, 2021 to June 30, 2022 shall be determined by increasing each unit member's June 30, 2021 base rate of pay by \$1.00per hour effective July 1,2021.
3. The salary for the period July 1, 2022 to June 30, 2023 shall be determined by increasing each unit member's June 30, 2022 base rate of pay by \$1.00 per hour effective July 1, 2022.
4. The salary for the period July 1, 2023 to June 30, 2024 shall be determined by increasing each unit member's June 30, 2023 base rate of pay by \$1.00 per hour effective July 1, 2023.
5. The salary for the period July 1, 2024 to June 30, 2025 shall be determined by increasing each unit member's June 30, 2024 base rate of pay by \$1.00 per hour effective July 1, 2024.

6. LONGEVITY

Employees with eighteen (18) years of service in the District shall receive a longevity payment of \$500. Employees with twenty-three (23) years of service shall receive a longevity payment of \$800.00. (Union proposing same as CGM unit).

The longevity schedule shall be amended effective July 1, 2023 as follows:

15 years: \$500

18 years: \$800

23 years: \$1,000

30 years: \$1,200

(These amounts are not cumulative.)

7. Lead Drivers – Lead Drivers shall receive an annual stipend of \$3,000.
8. Lead Trainers – Lead Trainers shall receive an annual stipend of \$3,000.

ARTICLE V. MANAGEMENT RIGHTS

- A. Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer or discontinue operations; to establish work and school schedules; to hire, and promote employees, to increase or decrease the working force; and to suspend, discharge, and discipline employees for just cause. (Pursuant to the procedures set forth in Article X-Security.)
- B. No contractor or sub-contractor shall be brought into the District to perform unit work if same would result in a reduction of straight time work by the then-current employees unless the work cannot efficiently be performed by unit employees. This clause shall not be deemed to create any rights or restrictions by either party with regard to a termination by the District of any department, operation, or service.
- C. The District reserves the right to require unit members to be AED trained. Such training and re-training shall occur during normal work hours. The cost of training shall be paid for by the District.

ARTICLE VI. STRIKES AND LOCKOUTS

- A. The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement, will during the term of this Agreement, engage, participate or assist in any strikes, slowdowns, walkouts or stoppage of work, or any other kind of activity that interferes with or interrupts the District's operations and activities.
- B. The District agrees that there will be no lockout during the term of this Agreement.
- C. Nothing herein contained shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of the Public Employees Fair Employment Law.

ARTICLE VII. GRIEVANCE PROCEDURE

The grievance policy herein set forth shall apply to all employees covered under this Agreement.

- A. Definitions

1. "Grievance" -a claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement.
2. "Employee" - an employee within the bargaining unit or any group of such employees.
3. "Party in Interest" -the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean workdays.

B. Basic Principles

1. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be an acceptance of the decision rendered at that step. Time limitations may be extended by mutual agreement of both parties involved and must be reduced to writing where greater than 10 days.
2. In the event a grievance is filed on or after June 1, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school fiscal year, June 30.
3. Differences between the parties which do not involve the interpretation, meaning, or application of any of the provisions of this Agreement may be processed through Step III, but shall not be arbitrable.
4. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently has.

C. Procedures

Step 1. Any grievance under this Agreement may be presented orally to the employee's immediate supervisor who shall informally discuss the grievance with the employee. Should the grievance not be resolved through the aforementioned informal procedure, or should the employee choose not to utilize such procedure, the employee shall present his/her grievance in writing and the relief desired to his/her immediate supervisor, indicating the specific contractual provision alleged to have been violated, misinterpreted or unequally applied and shall be answered, in writing, within five (5) days of its submission.

Step 2. In the event the grievance was not satisfactorily or timely adjusted at Step 1, the Union may, within five (5) working days from the date of receipt of the written answer, submit the written grievance to the Superintendent of Schools or his/her designee provided said submission is within ten (10) days of the original submission. The Superintendent shall answer said grievance within five (5) days after its timely submission to him/her.

Step 3. A grievance not satisfactorily adjusted at Step 2 shall be submitted by the union in writing to the Clerk of the Board of Education within twenty (20) days of its original submission and shall be deemed to have been waived if not so submitted to the Clerk of the Board within five (5) days after the decision at Step 2.

A committee of the Board of Education shall, within ten (10) calendar days of receipt of the written grievance, forward to the aggrieved employee and Union a notice of a meeting to be held within the next ten (10) calendar days in an effort to resolve this matter.

The committee of Board members (if the Board does not meet as a committee of the whole) shall transmit its findings and recommendation to the full Board of Education within fifteen (15) days of receipt by the Clerk of the written grievance. The full Board of Education shall thereafter render its decision within fifteen (15) days of receipt of the aforesaid findings and recommendations.

Failure of the Board of Education to resolve the grievance at this Step 3 within sixty (60) days of the original submission shall entitle the Union to submit the grievance to arbitration. In no event may a grievance be noticed for arbitration later than (a) sixty-five (65) days from its original submission or (b) six (6) calendar months from the date of the occurrence giving rise to the grievance (except in the case of alleged improper computation of wages which may not be noticed for arbitration later than two years from the date of the alleged original improper computation) whichever shall occur first. These limits shall be strictly enforced.

The failure of the Board of Education and/or committee thereof to do any act otherwise required hereby or within any time limit hereby set shall be deemed a denial of the grievance involved and shall entitle the Union to similarly submit the grievance to arbitration as if it had been denied, and in accordance with the foregoing time limits. The arbitrator shall have the authority to hear disputes concerning grievances except that he/she shall not have authority to add to or detract from the explicit meaning of this Agreement. His/her decision shall be final and binding on the parties.

Step 4. The Arbitrator shall be designated in accordance with the procedures and rules of the American Arbitration Association. The costs for arbitration shall be borne equally by the District and the Union.

ARTICLE VIII. HOURS AND WORKWEEK

The basic day will consist of an A.M. run of home to school routes and a P.M. run of school to home routes with an extra-curricular shuttle or extra-curricular trip possibly scheduled.

The District reserves the right to add midday work on a regular or an as-needed basis. The District reserves the right to alter the hourly bus drivers' scheduled run to accommodate fluctuations in seasonal activities.

On any regularly scheduled school day that the District chooses not to open due to weather conditions or for any other reason, the hourly bus drivers will be paid for their typical hours. The maximum number of paid closed days will not exceed three (3).

ARTICLE IX. ATTENDANCE REVIEW

In the event that the District determines that a unit member has demonstrated a misuse of sick and/or personal leave, the following procedures shall be available for use by the District:

Step 1. The Transportation Supervisor will meet with the employee and union representative and discuss the nature of the misuse. In addition, the employee shall be referred to the Employee Assistance Program.

Step 2. If the problem persists, the Transportation Supervisor shall again meet with the employee and union representative and discuss the nature of the misuse.

In addition, the Transportation Supervisor may at his/her sole discretion, which discretion shall not be able to be appealed or grieved in any way whatsoever, require said employee to substantiate further use of sick days by supplying medical records of his/her physician, and his/her physician's note for a maximum of the next 12 months or as determined by the Transportation Supervisor, and/or require the employee to substantiate all further requests for personal leave by submission of a written statement setting forth the reasons underlying the personal leave request for a maximum of the next 12 months or as determined by the Transportation Supervisor.

Step 3. In the event the leave misuse persists the Assistant Superintendent for Human Resources shall have the authority to require the attendance of the employee and a Union representative at a conference to review such leave misuse. At such conference the employee will be given an opportunity to explain and defend the alleged leave misuse and if such explanations and defenses are found to be unsatisfactory by the Assistant Superintendent for Human Resources, all or some of the

following may, at the discretion of the Assistant Superintendent for Human Resources, occur:

- a. said employee may be suspended without pay for such day(s) as the Assistant Superintendent for Human Resources shall determine. Said days are not to exceed a total of seventeen (17) days in any one year and/or
- b. a written determination shall be issued by the Assistant Superintendent for Human Resources and shall include a formal reprimand, and/or
- c. said employee may lose differential, lead or eligibility for other extra pay assignments for a period of three (3) months, as the Assistant Superintendent for Human Resources shall determine.

There shall be no ability to grieve, arbitrate or appeal any of the provisions contained in Steps 1 and 2 above. In regard to Step 3, however, determinations made under Section c may be the subject of a grievance in accordance with Article VII of within contract.

ARTICLE X. SECURITY

1. There shall be no discharge except for just cause. The union reserves the right to dispute any discharge. If the parties fail to agree, the matter shall be submitted to arbitration as provided in this Agreement. Such employees shall have their discharge hearing presided over by arbitrators chosen by mutual agreement of the parties from a list designated by the American Arbitration Association. The Union shall be given written notice within two (2) school days of any discharge. The cost for the services of the arbitrator shall be borne by the party whose position is not sustained. Each party, however, shall bear the expenses of its representatives, witnesses and counsel.
2. Non-competitive and labor class employees hired after June 30, 2004 shall be eligible for Civil Service Law Section 75 protection after twenty-four (24) months of continuous employment in the District. Non-competitive and labor class employees hired after October 1, 2009 shall be eligible for such protection after thirty-six (36) months of continuous employment in the District. The selection of any hearing officer required, shall be solely within the discretion of the Board of Education. Findings of the hearing officer shall be in the form of recommendation and be advisory only. The cost for the services of the arbitrator shall be borne by the party whose position is not sustained. Each party, however, shall bear the expenses of its representatives, witnesses and counsel. It is understood that paragraphs one and two above shall not be applicable to non-competitive and labor class employees hired subsequent to the execution of this memorandum of agreement.

ARTICLE XI. OVERTIME, EMERGENCY WORK AND OVERNIGHT TRIPS

- A. All overtime and emergency work must be authorized by the School District which does not guarantee that there shall be any.
- B. All overtime shall be assigned by the District on a rotating, nondiscriminatory basis within the transportation unit so far as practical within the job classification.
- C. It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency.
- D. Overtime shall be compensated as follows:

Any hours worked in excess of eight (8) hours per day will be paid at the rate of one and one-half times their regular hourly rate.

Any hours worked in excess of forty (40) hours per week will be paid at the rate of one and one-half times their regular hourly rate.

Any hours worked on a Saturday will be considered overtime and will be paid at the rate of one and one-half times their regular hourly rate.

Any hours worked on a Sunday will be considered overtime and will be paid at the rate of 2 times their regular hourly rate.
- E. Any hourly driver reporting on either a Saturday or a Sunday will be paid for only those hours they work and will be paid at the prescribed rate, subject to a minimum of three (3) hours.
- F. Overtime shall be distributed according to current practice outlined in memo dated February 13, 2018 (see attached).
- G. In the event a unit member has to remain overnight on trips, that unit member shall be compensated an extra four (4) hours per night of the trip at straight time.

ARTICLE XII. HOLIDAYS

- A. There shall be three (3) holidays: Thanksgiving Day, Christmas Day and New Year's Day

Effective July 1, 2023 there shall be thirteen (13) paid holidays as follows:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day (1)
Christmas Eve
Christmas Day

New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Juneteenth

- B. Should any holiday set forth in this Agreement fall on a Sunday and is generally observed in the County of Suffolk on the following Monday, said Monday shall be deemed to be the holiday for the purpose of this Agreement.
- C. Should a holiday set forth in this Agreement fall on a Saturday, the parties shall mutually agree on another day.
- D. In applying A above, the Holiday schedule shall conform to the School Calendar.

ARTICLE XIII. LEAVE

A. Sick and Personal Leave

- 1. All eight (8) hour drivers shall be credited with fifteen (15) leave days per year respectively. All other unit members shall be credited with seven (7) sick days and two (2) personal days (which shall be provided upon completion of their 1st year). All unit members shall have no limit on the number of accumulated sick days, and all employees may carry over unused personal days into sick leave. New employees shall be credited with a prorated number of leave days per month for each month during their first year of employment. Employees who have been employed for more than one year as of July 1st shall be credited with their total leave days as of July 1st, provided, however, that any employee who leaves the employ of the District before the end of that year (June 30) for which he/she was credited such leave, shall be treated as a new employee and shall be back charged.
- 2. Leave may be taken for the following reasons:
 - a. Illness of Unit employee.
 - b. Illness at home.
 - c. To attend the graduation of a member of the family.
 - d. To attend the wedding of a relative (one day).
 - e. To attend the funeral of a relative or close personal friend (one day; thereafter sick leave may be utilized upon prior approval).
 - f. To attend the funeral of a member of the immediate family-

mother, father, spouse, child, or other close relative living in the household (up to three (3) consecutive days). Additional leave days may be utilized for this purpose with prior approval.

- g. Transaction of a legal instrument:
 - 1. House closing.
 - 2. Witness in court action (subpoenaed).
 - 3. Tax audit (one day).
 - 4. Workers' Compensation hearing (one day).
- h. Religious observance when full day observance is required.
- i. Private and personal reasons which, in the opinion of the supervisor, are valid. Where special reasons exist, the employee may speak directly with the Executive Director for Personnel.

No more than five days per school year may be used for reasons c through i above.

- 3. Personal leave is not to be taken to extend weekends. All personal leave requests for items c, d, g, h or I above, must be submitted for approval on the district form at least 5 workdays in advance of the requested day(s) to the employee's immediate supervisor. Appeals of said decision shall be made to the Transportation Director.
- 4. On or before October 30th of each year, the District shall notify each employee of the amount of accumulated leave as of July 1st.
- 5. Leave Payout Plan

- a. Any otherwise qualified unit employee who has accumulated as of June 30 of the previous school year an accumulated leave bank of 30 days shall be eligible to participate in the leave payout plan delineated below; provided the employee has submitted a written application to the District not later than September 30th of the year of participation.
- b. Each unit employee participating in this Leave Payout Plan for unused leave accumulated during the year of participation shall at the end of the school year be paid a cash payment according to the following schedules:

<u>ABSENCE</u>	<u>CASH PAYMENT*</u>	<u>ADDITIONAL PAID (Days)*</u>
0	\$500	5
1	\$400	4
2	\$300	3
3	\$200	2
4	\$100	1
5	0	0

* Prorated for part-time employees.

- c. An employee may utilize two (2) leave days for reasons as outlined in paragraph 2 above without jeopardizing their participation in the payout plan at full value (\$500). An employee who suffers a bereavement as outlined in paragraph 2.f above and who has not utilized any leave days during the current year may utilize three (3) days for said bereavement without jeopardizing their participation in the plan at full value (\$500) provided the employee obtains prior written permission from the district for such absence, and provided the employee provides proof of the death to the District's satisfaction. If the employee has utilized one or more leave days prior to the bereavement as defined in paragraph 2.f above, the employee shall be considered as having forfeited their claim to full value (\$500) on the cash payment.
- d. Each employee who participates in this payout plan shall at the end of the year have deducted from their leave bank the number of days for which they receive cash reimbursement.

B. Leave of Absence

All employees, who after formal request citing good and sufficient reasons, shall be entitled to a leave of absence. This leave shall be limited to six (6) months; however, an additional six (6) months may be granted for good and sufficient reasons. This leave will be without pay and benefits but will not result in loss of seniority.

An employee desiring a leave of absence shall make a formal written request for same to the Executive Director for Personnel six weeks prior to the commencement of said leave (or the extension of an existing Leave of Absence) and must contain the approval of the Transportation Supervisor and Assistant Supervisor for Personnel except in cases of emergency when sick leave may be granted upon good cause being shown.

C. Child Care Leave

1. Any employee shall be entitled to an unpaid childcare leave of absence; provided two months advance written request is submitted, specifying the dates upon which the leave is to commence and terminate respectively.
2. Any employee shall be entitled to utilize cumulative paid sick leave for absences directly resulting from disability incident to pregnancy and birth, provided that the employee submits medical verification of the disability satisfactory to the District.

D. Jury Duty

With prior notice to and approval of the Superintendent of Schools, a unit employee may be absent to perform jury duty without loss of pay.

ARTICLE XIV. SHOP STEWARDS

- A. The Union shall furnish a list of names of the shop stewards to the District.
- B. The shop steward in processing of grievances as outlined in Article VII may do so during normal working hours and, unless this privilege is abused, he/she shall not lose straight time pay as a result.
- C. There shall be one steward for the department.
- D. One (1) shop steward shall be entitled to one (1) day annually of paid leave time for UPSEU shop steward training.

ARTICLE XV. VISITATION

- A. The Union, through its representatives, shall have the right to visit the schools in the District.
- B. The Union shall, prior to visiting the District, inform the Superintendent of Schools or his/her designated representative.
- C. The Union representative shall at all times confine his/her visits to Union business and shall, under no circumstances, interrupt employee work service.

ARTICLE XVI. CLASSIFICATION

- A. All employees and trainees covered by this Agreement shall be classified in one of the following categories:

School Bus Driver
Driver Assistant

- B. There shall be no combination job classifications, unless herein provided. Should the Board contemplate any changes in the presently listed unit classifications or the and discussions with the Union.

ARTICLE XVII. UNIFORMS

Uniforms shall be supplied by the District in accordance with procedures established by the District after consultation with the Union. In no event shall the District be deemed obligated to spend more than a ½ cent on each dollar of salary per year for each full time unit employee.

ARTICLE XVIII. GENERAL

A. First Aid Kit

The District shall continue to maintain, readily accessible, a complete first aid kit.

B. Bulletin Board

The District shall continue to furnish a bulletin board in the Drivers Room.

C. Sanitary Arrangements

Sanitary arrangements shall be maintained for employees. Soap, towels and washing facilities shall continue to be supplied by the District for all employees.

D. Tools

All special tools shall continue to be supplied, maintained and replaced by the District.

E. 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.

F. No Discrimination

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

G. Doctor's Certificate

The District reserves the right to require a doctor's certificate if an employee is absent from work in excess of three (3) consecutive work days.

H. Meetings

Meetings between the District and Union may be scheduled when mutually agreed upon by the parties. Neither party shall have any control over the selection of the representatives of the other party. The time for such meetings shall be mutually agreed upon. Agendas will not be required in advance except in the case where one party desires preparation of data not readily available. No negotiations shall be

conducted during such meetings.

I. Substitutes

The District hereby agrees to employ regular full time employees in all replacements. In situations where substitute employees are used, the District shall endeavor to limit the amount of substitutes and hire full time permanent employees.

J. Job Training

The District may institute a Job Training Program for at least some new employees (i.e., probationary), which employees will be designated "trainees".

K. Board Policies

It is understood that any economic fringe benefits provided for employees in the Bargaining Unit by written Board Policy which are currently in effect, and as revised from time to time, which are greater than those contained herein, shall be extended to all employees covered by this Agreement.

L. Employees Files

The official District employee file shall be maintained in the Central office under the following circumstances:

1. No material, excluding references and confidential information from outside sources shall be filed unless the employee has had an opportunity to examine the material. The employee must affix his/her signature on the actual copy to be kept with the understanding that such signature merely signifies that he/she has examined the material. Such signature does not necessarily indicate agreement with its content.
2. The employee shall have the right to answer any material so examined and his/her answer shall be reviewed by the Assistant Superintendent for Human Resources and attached to the file copy.
3. Upon written request by the employee to the Assistant Superintendent for Human Resources, he/she shall be given access to his/her file. Confidential information from outside sources along with references will be excluded.
4. Upon receipt of a written request, the employee shall be furnished a reproduction of any material, excluding references or confidential information from outside sources.

M. Workers' Compensation

Whenever employees are absent on paid sick leave as a result of a work-related accident occurring during duty hours and the District is awarded reimbursement as a result of the Workers' Compensation Board hearing, the permanent employees involved will be credited with that amount of such sick leave that they have taken on account of such accident equivalent to the monetary amount received by the District divided by the employees daily rate of pay.

O. In-Service Education

All unit members shall participate in two (2) hours of staff development each year. The foregoing staff development shall be offered at the discretion of the District and shall be offered during the employee's work day.

ARTICLE XIX. NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM AND DISTRICT RETIREMENT BENEFIT

- A. The District shall pay all cost for the employee's 1/60th retirement plan in the New York State Employees Retirement System.

The District hereby agrees to change from a Section 75-c Plan to a Section 75-i Plan pursuant to the Retirement System and Social Security Law.

- B. Unit employees who voluntarily retire will be paid a retirement benefit based upon the number of accumulated unused leave days according to the following schedule, provided six months advance notice is given. The six months advance notice may be waived for extenuating circumstances. This benefit will also be paid if the employee suffers death while in the active service of the District. In no event shall an employee discharged for cause be entitled to this benefit. In order to participate in this benefit, an employee need not be a member of the N.Y.S.E.R.S. but must nonetheless meet the system criteria for retirement including, but not limited to, age, and years of service of the N.Y.S.E.R.S. plan which would otherwise apply to the employee, were such employee a member thereof.

Leave Days Accumulated	Rate*	
	Through 6/30/23	7/1/23 and thereafter
		**
0-50	0	0
51	860	1,290
68	1182	1,773
85	1526	2,289
102	1897	2,846
119	2289	3,434
136	2712	4,068
153	3164	4,796

Leave Days Accumulated	Rate* Through 6/30/23		Rate* 7/1/23 and thereafter
170	5293	5622	8,433
187	5824	6200	9,300
204	6399	6827	10,241
221	7025	7508	11,262
238	7709	8254	12,381
260	8591	9219	13,829

* (Prorated for employees working less than 8 hours a day.)

** Retirees with 15 years or more service to the District and who have 170 days or more accumulated leave days will receive the retirement benefit which appears in the column with double asterisk which amounts already include the 9% differential.

- C. This article is subject to the requirements of New York State Law.
- D. In addition to the payment reflected above, unit members who retire during the term of the agreement shall receive \$90 per year of service with the District. This additional amount shall sunset and be of no force and effect after June 30, 2025.

ARTICLE XX. INSURANCE

- A. All eight hour bus drivers shall contribute eighteen (18%) percent (individual and family) of the cost of the present health insurance. Such percentage shall increase to nineteen (19%) percent effective July 1, 2024. All eight hour drivers starting with an effective date of July 1, 2024 and thereafter shall contribute twenty (20%) percent toward health insurance costs. All non eight hour drivers shall contribute twenty (20%) percent toward health insurance costs.
- B. The District will maintain an IRC salary reduction plan for dental and health insurance, EMM, LTO, child and/or elder care, subject to the requirements of the Internal Revenue Service.

Individual - 100% paid by District (regardless of whether employee is in family plan or not.)

Dependents -50% paid by District.

- C. The District shall assume fifty (50%) percent of the cost of the dental insurance for

full time employees (six (6) hours or more) and twenty-five (25%) percent of the dental insurance for their dependents.

- D. The District reserves the right to change insurance carriers in its sole discretion provided there is no diminution of benefit coverage.

E. Life Insurance

Upon completion of one year of active service in the District, each unit employee will receive a group life insurance policy in the amount of five thousand (\$5,000) dollars

F. Long Term Disability

The District shall assume the cost of a long term disability policy according to the current policy. Any changes have to be mutually agreed upon.

ARTICLE XXI. PART-TIME EMPLOYEES

Part-time employees shall receive the following listed benefits:

A. Health & Dental

1. Health Plan - The District shall pay 75% of the cost for individual coverage and 60% of the cost of the family coverage.
2. Dental Plan - The District shall pay 75% of the cost for individual coverage and 25% of the cost of the family coverage.

ARTICLE XXII. UNION MEETINGS/TRAININGS

The District shall, upon formal request, permit the Union to hold authorized meetings in the school(s) of the District.

ARTICLE XXIII. SAVINGS CLAUSE

If at any time any provision of this Agreement shall be held by the appropriate court or administrative agency to be in conflict with any federal, state or local laws, said provision shall no longer be in effect. The remainder of the Agreement, however, shall remain in full force and effect.

ARTICLE XXIV. TAYLOR LAW NOTICE, §204-a

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

ARTICLE XXV. DURATION

This Agreement shall be in effect from July 1, 2020 through June 30, 2025. At any time subsequent to February 20, 2025 either party may give written notice of its intention to open negotiations for a new Agreement. Meetings between the parties shall begin as soon as practical after such notification.

THIS AGREEMENT is made and entered into on this ____ day of July 2023 by and between the BOARD OF EDUCATION, NORTHPORT-EAST NORTHPORT UNION FREE SCHOOL DISTRICT and UNITED PUBLIC SERVICE EMPLOYEES UNION.

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

UNITED PUBLIC SERVICE
EMPLOYEES UNION

BOARD OF EDUCATION
NORTHPORT-EAST
NORTHPORT UNION FREE
SCHOOL DISTRICT

By _____
Kevin E. Boyle, Jr.
President

By _____
Robert Banzer
Superintendent of Schools

WAGE SCHEDULE

TRANSPORTATION	(Base Year)					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<u>Salary Schedule</u>						
<u>Position</u>						
Bus Driver	25.69	26.69	27.69	28.69	29.69	30.69
Driver Assistant	15.60	16.60	17.60	18.60	19.60	20.60

NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT

Memorandum

#17-0

TO: All Drivers

FROM: Trish McGrane

SUBJECT: Weekend Extra
Work

DATE: February 13, 2018

The following are guidelines used for extra work on weekends. These guidelines are past practice and voted on by unit membership.

1. The Wheel starts as of September 1st in seniority order continues throughout the school year, until the last week of school.
2. You must work on Thursday morning to pick for the weekend. A driver cannot be out sick and pick work for the weekend.
3. If a driver has picked work for the weekend and then is out sick on Friday, the work will be assigned to another driver.
4. Weekend work is picked on Thursday mornings, the exception is a short work week or if there is work pending that will significantly alter the pick, ex. Wilderness, then the pick will be held on Friday morning.
5. Work on the weekends of a vacation week is as follows, Kevin has 1st pick. Any driver who is interested in working during a vacation week is then given the opportunity to have their name entered to pick work. The pick order is determined by chance. All drivers interested in extra work submit their name and they are randomly chosen, i.e. picked from a hat.
6. In the event of a cancelation of a weekend trip the driver goes to the top of the wheel for the following week. The exception is if a driver has two pieces of work and one is cancelled they do not go to the top the following week. (Voted on by membership).
7. If weekend work is received on Thursday prior to either the Supervisor or Assistant Supervisor leaving for the day then all work for the weekend will be subject to re-pick. Any trip received after the Supervisor or Assistant Supervisor leave for the day on Thursday (who ever leaves later) or on Friday will be assigned by the office on

Friday to the first driver available to do the work and will not count against them on the wheel.

(Voted on by membership 2/9/18)

cc: Kathleen Molander
Human Resources

Revised: 2/13/18