## **AGREEMENT**

## **BETWEEN**

# HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT TOWNS OF HUNTINGTON AND BABYLON

#### AND

LOCAL 1181-1061 AMALGAMATED TRANSIT UNION AFL-CIO EFFECTIVE JULY 1, 2020 TO JUNE 30, 2024

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#### **AGREEMENT**

AGREEMENT made and entered into this 23rd day of June, 2021, to be effective July 1, 2020, by and between the BOARD OF EDUCATION OF HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT, Towns of Huntington and Babylon, its successors and assigns hereinafter referred to as the "Board" or the "District" and LOCAL 1181-1061 AMALGAMATED TRANSIT UNION AFL-CIO (hereinafter referred to as the "Union", located at 20 N. Central Avenue, Valley Stream, New York.

#### WITNESSETH:

WHEREAS, it is the desire of the parties to promote harmony between the District and its employees and to eliminate disputes by fixing the rates of pay, wages, hours and other conditions of employment of the employees of the District as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do agree as follows:

## **ARTICLE 1 - Union Recognition**

The District recognizes the Union as negotiating representative of its transportation employees for the purpose of collective bargaining negotiations in respect to rates of pay, wages, hours of employment and certain other conditions of employment. The Union also agrees to deal with it as hereinafter provided.

#### **ARTICLE 2 - Union Dues**

- A. The District will notify the Union of the starting date and building assignment of all new employees eligible for membership in the Union within 5 school days of start date.
  - 1. Members shall be entitled to have membership dues for the Union collected via payroll deduction. Such authorization shall continue from year to year unless revoked in writing by the member. Upon receipt of a written authorization from the member directing payroll deduction, the District shall deduct and remit the biweekly dues from the regular salary of each employee. For new hires, such deduction is to begin as soon as practicable no later than 30 days after the effective date of employment, provided written authorization for payroll deduction has been received.
  - 2. Should a member who has authorized dues deduction be removed from the District's payroll or placed on a voluntary or involuntary unpaid leave,

such employee's membership in the Union shall be continued upon his or her return to the payroll.

- B. The Union will certify to the Board, in writing, the current rate of the membership dues of the Union.
- C. No later than October 30 of each year, or as soon thereafter as is practical, the Board will provide the Union with a list of those employees who have voluntarily authorized the Board to deduct dues for the Union. The Board will notify the Union of any changes in said list.
- D. Any member desiring to have the Board discontinue the deduction he/she has authorized must notify the Board and the Union concerned in writing within the window period of August 1-31 for that year's dues. In the event an employee notifies the District that he or she has revoked his or her membership from the Union, irrespective of payroll deduction status, the District must notify the Union of the member's statement within two (2) business day of the notice provided by the employee to the District.

#### **ARTICLE 3 - Trial Period**

- A. The parties agree that new employees shall be hired by the District for a trial period of twenty-six (26) working weeks. During such trial period and prior to its termination, the Union may deliver to the District its recommendation that such new employee's employment be continued or denied, together with the reasons therefore.
- B. The District, on or before the termination of such trial period in its sole discretion, may either continue such new employee in its employ or discharge him or her. In the event of discharge of such new employee during such trial period, or at the expiration thereof, such new employee shall not have recourse to the grievance procedures hereinafter set forth.

#### **ARTICLE 4 - No Variation of Agreement**

The terms and conditions of this Agreement shall not be varied by arbitration during the term of this Agreement.

#### ARTICLE 5 - No Strike - No Lock Out

A. Pursuant to the Taylor Law, neither the employees, nor the Union shall engage in a strike or cause, instigate, encourage or condone a strike.

B. The District will not lock out any of its employees during the term of this Agreement.

#### **ARTICLE 6 - Grievance Procedures**

- A. The District and the Union, through their duly accredited and appropriate representatives, agree to meet with regard to all grievances arising out of the provisions of this Agreement. Should any grievance arise which cannot be mutually adjusted, it shall be submitted for decision at the request of either party to an arbitrator chosen as hereinafter provided. The decision of the Arbitrator shall be final and binding on the parties. The expenses of the Arbitrator shall be borne equally by both parties.
- B. The Arbitrators shall be chosen from lists prepared by the American Arbitration Association.
- C. The decision of the arbitrator shall be final and binding upon the parties.

### **ARTICLE 7 - Seniority, Furloughs and Recalls**

- A. The District agrees to abide by such rules of seniority among its employees as are adopted by the Union after mutual agreement with the District. The following are agreed to:
  - 1. Seniority shall be determined from the first day of employment.
  - 2. Each member of the Union shall be entitled to his or her seniority in the service, in the class of employment in which he or she is engaged, in accordance with his or her continuous age in the service in their respective classes.
  - 3. The classes of employment are the following:
    - a. Drivers eight (8) hour
    - b. Drivers six (6) hour
    - c. Lead Dispatchers
    - d. Dispatchers
    - e. Lead Head Mechanics
    - f. Head Mechanics
    - q. Mechanics
    - h. Head Bus Drivers

- 4. The district will recognize the Amalgamated Transit Union as the bargaining agent. Substitute drivers shall be at Step 1/Driver with no advancement and no other benefits. The district will not use substitute drivers to permanently replace six (6) or eight (8) hour drivers.
- 5. Seniority shall prevail for the purpose of the following:
  - a. Drivers' pick of runs
  - b. Eight (8) hour drivers' pick of field trips on rotating basis, including premium pay days.
  - c. Mechanics' pick of shifts, days off, vacations and premium pay days.
- 6. System seniority shall prevail on all furloughs and recalls.
- 7. Drivers and mechanics desiring to transfer to another department shall do so by mutual agreement of the Union and the District. A thirty (30) day trial period shall be afforded the employee making the change and after such period, he or she shall relinquish all seniority rights in the former department. This paragraph is subject to the labor agreement on promotions.
- 8. In order to maintain continuity of seniority rights:
  - a. Drivers shall report for work in September of each year at the reopening of the school term.
  - b. Drivers failing to report as mentioned (in the absence of a valid excuse), shall forfeit all seniority rights and shall be placed on the bottom of the seniority board.
  - c. Valid excuses shall be confined to illness or injury (as certified by a licensed medical doctor), death in the family or leave of absence for vacation purposes.
- 9. In the filling of vacancies by the District, among the factors considered, first consideration shall be given to seniority.

#### B. Furloughs and Recalls:

- All furloughs and recalls to work during the school year shall be governed by District seniority as decided by the rules of the Union agreed upon by both parties.
- 2. Employees furloughed are to have preference over all outsiders in filling

existing vacancies for the same positions.

- 3. In the event that the District increases its working force, employees furloughed are to be notified in writing by certified mail, return receipt requested, of available positions in accordance with their seniority as follows: The oldest employee in point of service is to be notified first, the employee with the second longest seniority second, and so on through the list; the employees so notified to report to work shall be given five (5) days after the date of the mailing of such notice in which to report. A copy of such notification shall be also sent to the office of the Union. The operation of this Article shall not prevent the immediate increases in forces by the hiring of temporary employees until an employee with proper seniority reports in accordance with this paragraph.
- 4. Upon the failure of an employee to report within five (5) days after the District has mailed notice to the last address given to the District, the work shall be assigned to the first employee, who upon like notification, reports for duty in accordance with his or her seniority rights.
- 5. Furloughed employees shall have their seniority rights preserved for the duration of this agreement.
- 6. In the event an employee is called back for temporary work, he or she may pass up such work in favor or an employee below him or her and still retain his or her seniority until permanent work is available.
- 7. Employees who are furloughed for summer vacation due to school closings shall be called back at the reopening of the school term in accordance with seniority.

# **ARTICLE 8 - Military Service**

- A. Should a member of the union enlist, or be drafted into any branch of the United States Military Service during any war or any national emergency, he or she shall retain his or her full seniority rights and shall be restored to his or her position by the District after his or her honorable discharge from Federal Service. This Article shall not apply to members' re-enlisting after any war or national emergency.
- B. Should any member of the Union serve as a member of the organized militia or of Reserve components of the Armed Forces of New York State or the United States, then such member shall be compensated in accordance with the New York State Military Law.

#### **ARTICLE 9 - Leaves of Absence**

A. It is agreed by the District that if any member of the Union shall be elected to any office or position within the Union which requires his or her absence from the service of the District for varying lengths of time, the District will grant leaves of absences without pay to such employees for such absences, until such term of office or position or responsibility expires or is terminated. The seniority of the employee shall not be affected by such leaves of absence. It is understood that the leaves of absence referred to in this Article may be had only for Union business.

### B. Leaves of Absence (Without Pay)

- 1. A leave of absence without pay, not to exceed six (6) months, may be granted to an employee by the Board of Education. Notice of such leave of absence shall be given to the Civil Service Commission. Where a leave of absence without pay has been granted for a period which aggregates six (6) months, a further leave of absence without pay shall not be granted unless the employee returns to his or her position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Notice of such subsequent leave of absence shall also be given to the Civil Service Commission. Absence on leave for more than six (6) months shall be deemed the equivalent of a resignation from the service upon the date of commencement of such absence, except as provided in subdivision "2" of this Article.
- 2. In an exceptional case, the Board of Education may for good cause shown waive the provisions of this rule to permit an extension of the leave of absence for an additional six (6) month period. In no case may such leave of absence exceed in aggregate one year from the date of commencement of the leave.
- 3. No leave of absence shall be granted for the purpose of outside employment.

#### **ARTICLE 10 - Insurance Benefits**

During the existence of this Agreement, the District agrees to make the following insurance benefits available:

#### A. Health Insurance:

 Health insurance benefits shall be provided in accordance with scheduled allowances under the Empire Plan and Health Insurance Plan under New York State group contract.

- 2. New employees hired after January 1, 1998, shall receive benefits after 60 calendar days from their appointment. Unit members hired after July 1, 2008, who enroll in direct deposit, shall receive health insurance on the first day of employment rather than after 60 calendar days.
- 3. Two (2) employees in the same family, working in the District, shall not be eligible to both carry family plans. There shall be no health insurance for new employees if already covered by other insurance (through spouse or prior employer). When and if the employee loses other health insurance, he/she would become eligible for coverage by the district.
- 4. The District reserves the right, so long as the level of benefits is not decreased, to change the various insurance carriers or plans in its sole unrevealed discretion.
- 5. Employees hired prior to July 1, 1987, and are currently receiving 85% of their health insurance premium paid for by the district and 15% paid by the employee, such employees shall continue such 85%/15% arrangement into retirement.
- 6. Employees hired after July 1, 1987, for whom the District presently pays 85% and the employee pays 15% will take into retirement 75% of the cost payable by the District and 25% of the cost payable by the retiree.
- 7. Employees hired on or after July 1, 2008, must be employed a minimum of ten (10) continuous years with the Half Hollow Hills CSD and retire from the Half Hollow Hills CSD to be eligible for District provided health insurance benefits into retirement.
- 8. Effective July 1, 2008, the district and the employee shall pay the Following percentages of cost for coverage:

	<u>District</u>	<u>Employee</u>
Year one of employment	75%	25%
Year two of employment	75%	25%
Year three of employment	80%	20%
Year four of employment	85%	15%

Or

	<b>District</b>	<b>Employee</b>
If base salary is \$60,000		
but less than \$100,000:	80%	20%
If base salary is \$100,000 or more:	75%	25%

Beyond the fourth year, employees whose base salary is below \$60,000 shall pay 15% contribution toward health insurance premium; employees whose base salary is \$60,000 but less than \$100,000, shall pay 20% contribution toward health insurance premium; employees whose base salary is \$100,000 or more shall pay 25% contribution toward health insurance premium. This provision shall not alter the health insurance benefit into retirement for those employees hired prior to July 1, 1987. If the employee is hired on or before February 1st, the employee will move to the next year's contribution level on July 1. If the employee is hired after February 1st, the employee will remain on the same contribution level until the following July 1.

9. Flexible Benefit Plan: The flexible benefit plan will be available for all employees.

#### 10. Waiver of Benefits:

Employees hired by the District who do not wish to enroll in the Health Insurance Program will be entitled to the waiver of benefits.

An employee may submit a waiver of benefits and shall be eligible to be paid on a yearly basis in accordance with the following schedule:

•	From family coverage to no benefits:	
	Effective July 1, 2020	\$1,800
	Effective July 1, 2021	\$2,000
٠	From individual to no benefits	\$1,200
•	From family to individual	\$1,000

In the event there are two (2) persons in one family working for the district who are covered by the District's health insurance plan and one drops their individual plan and goes into the other's family plan, this waiver shall not apply.

- 11. There will be a \$150 maximum Optical Plan each year of the contract with reimbursement upon presentation of receipt.
- 12. Employees working less than thirty (30) hours per week shall have their health benefits pro-rated.

#### B. Life Insurance:

In addition to the Death Benefits provided for in the Statewide Retirement Plan, the District will provide "term" group life insurance coverage as follows:

- Effective July 1, 2020 in the amount of \$6,000.
- Effective July 1, 2021 in the amount of \$7,000.

This coverage is at no cost to the employee.

## C. Disability Benefits:

- 1. After all sick leave has been exhausted; all employees shall receive disability benefits of minimum State disability requirements as provided by the District's insurance policy or its equivalent, for twelve (12) months of each year of the contract.
- 2. The disability benefits provided hereunder shall not be paid to an employee either receiving or eligible for Workers' Compensation benefits. In the event that the present New York State disability benefits are increased, the benefits to all employees under this agreement shall be increased by the same percentage that the New York State disability benefits are increased. Employees shall be eligible for benefits in accordance with the rules of the New York State Sponsored Health Insurance Program.

#### **ARTICLE 11 - Pension Benefits**

- A. All employees shall have the right to participate in the New York State Employees' Retirement System, Plan 75-I, in accordance with law.
- B. Any employee who is working thirty (30) hours or more per week shall be considered a full time employee for reporting purposes to the New York State Employees' Retirement System. This full time reference is **only** for reporting purposes to the New York State Employees' Retirement System.

#### **ARTICLE 12 - Vacations**

A. Twelve (12) month employees shall receive a vacation allowance in accordance with the following schedule:

<ul> <li>After one year of employment</li> </ul>	10 days
After five years of employment	15 days
After ten years of employment	20 days
<ul> <li>Mechanics: After twenty years of employment</li> </ul>	25 days

B. Twelve (12) month drivers hired on or after July 1, 2008, shall be entitled to vacation allowance in accordance to the following schedule:

After one year of employment
After five years of employment
10 days
15 days

C. Mechanics hired on or after July 1, 2008, shall be entitled to vacation allowance in accordance to the following schedule:

•	After one year of employment	10 days
•	After five years of employment	15 days
•	After ten years of employment	20 days

- D. In determining the vacation allowance for twelve (12) month employees, such employees shall be credited for that time they were employed by the District on a full time basis as a ten (10) month or twelve (12) month employee.
- E. In the event any employee leaves the employment of the District for any reason, except in cases of theft, he or she shall be given his or her vacation pay at the time of such severance. The amount of such vacation pay shall be equal, pro-rata, to the number of months the employee has worked since the last vacation period.
- F. Payment under this section shall be calculated at the employee's daily rate of pay, i.e.; the employee's current hourly rate of pay times six (6) or eight (8) hours as applicable. For any separation prior to June 30<sup>th</sup> of the work year, all payments of unused sick, personal and vacation days shall be prorated.

#### **ARTICLE 13 - Sick Leave**

- A. Twelve (12) month employees hired prior to July 1, 1997, shall receive sixteen (16) days sick leave per year, cumulative to 150 days. Ten (10) month employees hired prior to January 1, 1998, will receive fourteen (14) days sick leave per year, cumulative to 150 days.
- B. Twelve (12) month employees hired after July 1, 1997, shall receive the following sick days:

Year one of employment
Year two of employment
Year three of employment
Year four of employment
Year four of employment
Year four of employment
Year four of employment
10 days, including 3 personal days
12 days, including 3 personal days
13 days, including 3 personal days

C. Ten (10) month employees hired after January 1, 1998, shall receive the following sick days to be credited in September of each year:

Year one of employment

• Year two of employment

Year three of employment

• Year four of employment

8 days, including 3 personal days

9 days, including 3 personal days

10 days, including 3 personal days

11 days, including 3 personal days

D. Ten (10) month employees hired on or after July 1, 2008, shall receive the following sick days to be credited in September of each year:

Year one of employment

8 days, including 2 personal days

Year two of employment

9 days, including 2 personal days

Year three of employment

10 days, including 3 personal days

- E. A yearly statement of accumulated sick leave will be presented to each employee by June 15<sup>th</sup> of each year.
- F. The district will continue the sick/personal day buy back for the duration of this contract, July 1, 2020 June 30, 2024, i.e. will sunset June 30, 2024. The buy-back shall be on an annual basis and according to the following table:

## Twelve (12) Month Employees:

- 1. For those using more than half of their annual sick/personal day allotment, the unused balance of their annual sick/personal day allotment shall be paid at the rate of one (1) day's pay for each unused sick/personal day at the employee's current rate of pay for the year in which the sick/personal days were credited and not used.
- 2. For those using less than half of their annual sick leave allotment, the unused balance of their annual sick leave allotment shall be paid at the rate of 1.20 times a day's pay for each unused sick day at the employee's current rate for the year in which the sick days were credited and not used.
- 3. The 1.2% buy-back provisions of the contract shall not be available to an employee unless such unit member has first exhausted or had charged off all his/her paid leave time for that year. Such paid leave time is intended to refer to sick leave, bereavement leave and personal leave.
- 4. At the end of each year, the buyback provision for twelve (12) month employees hired after July 1, 1997, shall be one (1) day for one (1) day at the straight time hourly rate up to eight (8) hours; or days may be

accumulated up to 150 days.

## Ten (10) Month Employees:

- 1. For those using more than half of their annual sick leave allotment, the unused balance of their annual sick leave allotment shall be paid at the rate of one (1) day's pay for each unused sick day at the employee's current rate for the year in which the sick days were credited and not used.
- 2. For those using less than half of their annual sick leave allotment, the unused balance of their annual sick leave allotment shall be paid at the rate of 1.20 times a day's pay for each unused sick day at the employee's current rate for the year in which the sick days were credited and not used.
- 3. The 1.2% buy-back provisions of the contract shall not be available to an employee unless such employee has first exhausted or had charged off all his/her paid leave time for that year. Such paid leave time is intended to refer to sick leave, bereavement leave and personal leave.
- 4. At the end of each year, the buyback provision for ten month employees hired after January 1, 1998, shall be one (1) day for one (1) day at the straight time hourly rate up to eight (8) hours; or days may be accumulated up to 150 days.

## The Following Applies To All Employees:

- 1. The employee may continue to bank up to a maximum of 150 days of sick leave time in lieu of receiving payment in accordance with aforesaid provisions.
- 2. An employee must use sick leave time credited during the current year before utilizing the accumulated sick leave time.
- 3. If an employee abuses sick leave benefits, the District may require medical verification for any absence whatsoever, whether consecutive or not.
- 4. Upon severance from employment for other than disciplinary reasons or upon retirement, the employee shall be entitled to reimbursement for unused sick leave time according to the following schedule:
  - a. Employees with ten (10) years or more of employment shall

- receive one (1) day's pay for each two (2) days accumulated at the employee's rate of pay in effect at the time of severance or retirement, to be pro-rated from July of each contract year.
- b. Employees with less than ten (10) years of employment shall receive one (1) day's pay for each three (3) days accumulated at the employee's rate of pay in effect at the time of severance or retirement, to be pro-rated from July of each contract year.
- c. Employees hired on or after July 1, 2008, who have ten (10) years or more of employment will receive one (1) day's pay for each three (3) days of unused sick leave at the employee's rate of pay in effect at the time of severance or retirement, to be prorated from July of each contract year.
- d. Employees hired on or after July 1, 2008, who have twenty (20) years or more of employment will receive one (1) day's pay for each two (2) days of unused sick leave at the employee's rat of pay in effect at the time of severance or retirement, to be prorated from July of each contract year.
- 5. Employees will forfeit the 20% premium buy back on sick time for each unpaid leave of absence pay.
- 6. On or about the fifteenth (15<sup>th</sup>) of June, the District shall notify each employee of his accumulated sick leave time, and the total amount of sick leave time utilized during the current year. Within fifteen (15) days of receipt of notice from the District, each employee shall advise the District of his election either to bank the additional days or receive payment for the same as provided for in this agreement. Payment shall be made in July of each year.
- 7. In the last paycheck in June, one (1) additional day's pay will be given to twelve (12) month employees with at least five (5) years in the District and perfect attendance. This benefit will be deleted after the 2020-2021 school year.
- 8. All payments under this section shall be calculated at the employee's daily rate of pay, i.e., the employee's current hourly rate of pay multiplied by six (6) or eight (8) hours as applicable. For any separation prior to June 30<sup>th</sup> of the work year, all payments of unused sick, personal and vacation days shall be prorated.

### **ARTICLE 14 - Rates of Pay**

- A. Effective July 1, 2021, the rates of pay for the employees covered under this collective bargaining agreement shall be in accordance with the schedule attached hereto and made a part hereof. There shall be an increase in the rates of pay each year of the contract in accordance with the attached schedule:
  - Effective July 1, 2020, the salary schedule shall be increased by 1.5%
  - Effective July 1, 2021, the salary schedule shall be increased by 1.5%
  - Effective July 1, 2022, the salary schedule shall be increased by 1.5%
  - Effective July 1, 2023, the salary schedule shall be increased by 1.5%
- B. It is further understood that new employees will be paid 20 % less than the top rate of pay for their first year of employment (from date of hire); 15% less than the top rate of pay during the second year of employment (from date of hire); 10 % less than the top rate of pay during the third year of employment (from date of hire); and 5% less that the top rate of pay during the fourth year of employment (from date of hire). They shall go to top rate of pay at the beginning of the fifth year of employment.
- C. Term of Agreement: July 1, 2020 June 30, 2024.
- D. Automotive mechanics that have chosen a shift that begins after 1:00 p.m. or later are entitled to a ten (10) percent night differential. Any employee regularly receiving said night differential shall receive same when on sick leave, on vacation, on personal days and on holidays.
- E. An additional \$.25 per hour shall be paid to the operator who instructs a new employee for the purpose of qualifying for a CDL-BP license.
- F. The District shall arrange for the direct deposit of employees' paychecks and the parties will use their best efforts to encourage employees to enroll in direct deposit service. It shall not be mandatory that employees enroll in direct deposit. Employees hired after July 1, 2008, who enroll in direct deposit, will also have their health insurance begin on the first day of employment rather than after the 60<sup>th</sup> day.
- G. Head Bus Driver shall earn driver's salary plus 10%.
- H. Dispatcher:
  - 1. Effective July 1, 2021, the base salary for the current incumbent Dispatcher will be \$71,574, which base salary shall remain the same for the incumbent for the life of this agreement.

2. For the 2020-2021 school year only, the incumbent Dispatcher shall receive a \$350 stipend which shall be a one-time payment not added to base salary. The incumbent Dispatcher will also receive a stipend not added to base salary as follows:

2021-2022 \$2,8512022-2023 \$3,8512023-2024 \$4,851

Such stipend shall be paid at the end of each school year.

- 3. Effective July 1, 2024, the incumbent Dispatcher's salary shall be the same as a Head Bus Driver (i.e., driver's salary plus 10%).
- 4. Effective July 1, 2021, the incumbent Dispatcher's work year shall follow the Mechanics' work year with 16 paid holidays.
- 5. The incumbent Dispatcher's vacation day allotment shall be in accordance with Article 12A.
- 6. In the event the incumbent should leave District employ, the replacement Dispatcher shall:
  - Be paid at the same rate as a Head Bus Driver (i.e., Bus Driver plus 10% based on years of service)
  - Follow the Mechanics' work year
  - Receive 15 paid holidays. The replacement Dispatcher may use an accrued vacation or personal day in lieu of being docked pay in order to receive compensation for the last scheduled holiday afforded to mechanics hired prior to July 1, 2021
  - Vacation day allotment shall be in accordance with Article 12A
- I. A longevity payment for drivers, after their tenth (10<sup>th</sup>) year of employment, of \$.25 per hour shall be added to the salary schedule for all such employees. Effective July 1, 2021, a \$.25 per hour longevity payment shall be added to the salary schedule for drivers after their 20th year of District employment.
- J. The Board of Education directs that all monies paid to the employees, governed by this contract, be the least influenced by the tax codes even if it necessitates several checks. Whatever is legally acceptable will be used so the employee receives the most monies in pocket.
- K. All Mechanics who achieve and maintain Certification through the National Institute for Automotive Service (ASE) School Bus Tests (S1 S6) will receive an

annual stipend of \$2,000, to be paid evenly throughout the year. The District will reimburse the Mechanic after passing each component test for the exam passed.

To the extent that the current unit member receiving this stipend as of the 2020-21 school year continues to be eligible for this stipend, he will receive the ASE stipend of \$2,000, but effective July 1, 2021 this stipend shall not be available for any other current or newly hired Mechanic.

L. All bus drivers who have completed 14 years of service will receive a one-time payment of \$200 at the end of the school year in which the driver completed 14 years.

## **ARTICLE 15 - Jury Duty and Bereavement**

- A. There shall be no salary deduction from employees required to perform jury duty.
- B. Employees losing time because of death in the immediate family shall receive up to five full day's pay per occurrence for such time lost. Immediate family shall be defined as spouse, children, grandchild, parents, grandparents, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and a person in the capacity of an employee's parent.

## **ARTICLE 16 - Hours of Work - Drivers and Dispatchers**

- A. It is agreed that there shall be a staggering of the starting time of drivers to permit an eight (8) hour work day within a ten (10) hour spread as is the general practice in the transportation industry. It is agreed that there shall be a flexible starting time (plus or minus hour).
- B. Any break or layover in a run of one (1) hour or less shall be considered as time worked.
- C. The District will afford all drivers a one (1) hour luncheon period between the hours of 11:00 a.m. and 2:00 p.m. The lunch hour shall be included in the ten (10) hour spread.
- D. For overnight charters, bus drivers will receive for the first day, eight (8) hours of straight time, including lodging and food allowance. For the second day, they will receive eight (8) hours at the applicable rate for that day.

### Six (6) Hour Drivers/A.M. and/or P.M. Part Time Drivers:

- 1. The a.m. and p.m. six (6) hour drivers work day shall constitute two (2) three (3) hour reports.
- 2. The a.m. and p.m. drivers work day shall be one (1) three (3) hour report either in the a.m. or p.m. The a.m. part time drivers shall report as per run schedule.
- 3. Part time drivers shall not be required to stand by after the completion of their assigned run in order to fill out their report time.
- 4. In the event a mechanic or driver is called at his or her home and asked by the District to report earlier than his or her normal report time, he or she shall receive one half hour travel time in addition to his or her normal day.

#### **Dispatchers:**

Dispatchers shall work eight (8) hours per day, five (5) days per week, and exclusive of lunch. Time and one half shall be paid for all time in excess of eight (8) hours in one day and all time worked on Saturday. Double time shall be paid for all time worked on Sunday.

## **<u>Adjustment of Hours of Work:</u>** Drivers, Dispatchers and Mechanics

Notwithstanding anything heretofore stated, the District shall have the right to adjust drivers report time without incurring the overtime pay arrangements in cases of emergency such as: delayed starting time due to weather situations, an "act of God", strikes, and evacuations of building for a catastrophe such as a fire, a bomb scare or the like. Such adjustment shall be for the day of the emergency only.

## **ARTICLE 17 – Stand by Drivers**

- A. Stand by drivers, while operating regular runs or charters, shall be accorded all pay rates and conditions enjoyed by regular unit members.
- B. Stand by drivers shall be required to report daily and shall be paid a full day's pay, whether assigned to work or not.

### **ARTICLE 18 – Drivers' Responsibilities**

- A. Drivers shall not be held in any way financially responsible for damage arising out of an accident while operating a District owned vehicle.
- B. Discipline for accidents shall be subject to the grievance procedure.
- C. During the school year no driver shall be required to change tires, put on chains, and make repairs of any kind or oil buses. Mechanics shall check all buses daily for water and oil. Drivers shall be obliged to sweep floors, close windows of buses check fuel and tire pressure, and wash buses in their entirety, except for the roof tops and except in inclement weather.

## **ARTICLE 19 - Workdays and Holidays**

#### A. Ten (10) Month Drivers/A.M. and/or P.M. Part Time Drivers:

- During the period from the date designated by the District as the first day 1. of school through the date designated by the District as the last day of school, ten (10) month drivers shall work on those days designated by the District as school days and shall not be required to work on those days designated by the District as days that school will be closed; the foregoing shall apply to those drivers who are working runs within the District. Likewise, those drivers choosing runs outside the District shall work on those days designated by that particular school or institution outside the District during their school year as school days and shall not work on nonschool days except for legal holidays recommended by the State Department of Education. At the end of each salary period, they shall be paid a full week's salary for each of the weeks from the first day of school to the last day of school to a maximum of forty-two (42) weeks. In addition, drivers will report for four (4) days prior to the students' first day of school for which they will be paid at regular straight time. These days shall include, but not be limited to the following tasks: run picks, dry runs, refresher course and training. The District shall have discretion to choose the training. The District will guarantee a minimum of six (6) hours or actual time worked, whichever is greater.
- 2. If, upon the District's request, an employee voluntarily works on a day he or she is not required to work according to his or her schedule, he or she shall be paid regular straight time pay in addition to his or her regular day's pay.

## 3. The following shall be "duty-free" days:

- During the first year of employment, pay shall be based from the first day
  of school to the last day of school, to a maximum of forty-two (42) weeks,
  less thirteen (13) days of pay; winter recess (5), February recess (4),
  spring recess (4).
- During the second year of employment, pay shall be based from the first day of school to the last day of school, to a maximum of forty-two (42) weeks, less eight (8) days of pay; February recess (4), spring recess (4)
- During the third year of employment, pay shall be based from the first day of school to the last day of school, to a maximum of forty-two (42) weeks, less four (4) days of pay; February recess (4).

If, at any time, these recess weeks are less than four (4) days, other days will be selected.

 During the fourth year of employment, pay shall be based from the first day of school to the last day of school, to a maximum of forty-two (42) weeks.

#### B. Twelve (12) Month Drivers:

Twelve (12) month drivers shall conform to the work schedule applicable to the ten (10) month and part time drivers as set forth above; in addition, they shall work during the period commencing with the first business day following the last day of school in the prior school year and ending with the last business day prior to the first day of school of the following school year; however, Independence Day and Labor Day shall be paid holidays. For those of the twelve (12) month drivers who are working non-District runs, in whole or in part; for those who are working runs that include in District runs that end at a time prior to other Half Hollow Hills schools, the following three paragraphs shall apply:

- 1. When a twelve (12) month driver's school is closed at the end of that school's year, the following work day he or she shall report and may be given a driving assignment.
- 2. In the case of a multiple school run, at the completion of any of his or her school's schedules, the driver may receive a driving assignment for that particular period of time until the closing of all Half Hollow Hills schools.
- 3. Twelve (12) month drivers may be assigned to other than transportation work during the summer months, except cleaning toilets or similar duties. Duties need not be confined to the transportation center, and such duties will not conflict with an established permanent unit member's position.

## C. **Dispatchers:**

- 1. Effective July 1, 2021, the incumbent Dispatcher will follow the Mechanics' holiday schedule.
- 2. In the event that the incumbent Dispatcher should leave District employ, the replacement Dispatcher shall be paid for fifteen holidays. The replacement Dispatcher may use an accrued vacation or personal day in lieu of being docked pay in order to receive compensation for the last scheduled holiday afforded to Mechanics hired prior to July 1, 2021.

### D. Mechanics:

- 1. Effective July 1, 2021, all currently employed mechanics will be paid for sixteen (16) holidays and will not be required to report to work on such holidays.
- 2. Mechanics hired on or after July 1, 2021 shall receive 15 paid holidays. Mechanics entitled to 15 paid holidays may use an accrued vacation or personal day in lieu of being docked pay in order to receive compensation for the last scheduled holiday afforded to Mechanics hired prior to July 1, 2021.
- E. On all holidays, the District shall pay all employees assigned to work. They shall receive pay of one and one half times the regular rate of each person on the salary scale. The rate shall be a total of two and one half times the regular rate, or holiday plus time and one half.
- F. On snow days, all employees who are assigned to snow emergency shall be paid an additional one and one-half time the regular rate for those hours worked.
- G. Emergency school closing shall be considered an "added school holiday". All shop personnel required to report for work shall receive an additional one and one half times regular rate.
- H. Any closing of schools during any day that began as a normal school day shall be considered as a regular work day.
- I. A committee shall be formed to study the certification of mechanics leading to a \$1,000 one-time payment not to be added to the salary schedule. The scope of the certification program will be determined by the District.

## **ARTICLE 20 - Operation of Buses**

- A. No employee, while holding any official position with the District or a supervisory position or shop unit member, shall be permitted to operate or drive a school bus in the transportation of school children, charter or special work, except in the event of an emergency or breakdown.
- B. No driver shall be required to operate equipment that will jeopardize his or her driver's license or be injurious to health.
- C. District employees shall perform all transportation requirements of the District in addition to normal schedules, except as may be otherwise provided by contract transportation; however, the total number of buses operated by the District shall not be less than 50. The District will meet with the union prior to the pick to ensure the District's effort to retain as many 4:45 p.m. and 5:20 p.m. runs as possible before sending work to outside contractors. A driver who performs his/her daily run but fails to perform his/her 4:45 or 5:20 late run four times during a school year shall be removed from the late run and shall not be eligible to select a late run the following year. The District agrees to use the within unit for all summer busing, authorized by the District for District programs, which are within the District's control, excluding those runs requiring matrons or attendants. The District shall not be required to submit bids or seek other extra busing.
- D. All rules and regulations governing the operation or maintenance of the equipment shall be mutually agreed upon before posting.

## **ARTICLE 21 - Picking of Runs**

- A. The runs shall be made up and scheduled by the district, and the drivers shall pick their runs annually before school starts. No changes will be made after Columbus Day. In addition, no changes will be made until the District meets with the union and the affected employee to discuss the proposed change. (i.e.: entire run change, school change, area/neighborhood change.)
- B. The Union and the District mutually shall determine the numbers of drivers to pick runs daily until all runs are picked.
- C. At the time of the pick each driver shall receive a printed or typed copy of his or her run showing time of report, all trips required, lunch period, time of return to garage and hours of pay.

- D. Six (6) hour drivers will not have standby posted on pick board. All drivers to pick Board a.m. and p.m. as posted. All drivers are to be paid for extra work in open slot. All extra work, within report time, in location, is to be rotated among all drivers (eight and six hour). All drivers will be expected to complete two pieces of work to comprise one hour of straight time except for a full run. Drivers who complete each additional piece of work will be paid a half hour at straight time.
- E. The District shall be responsible at the time of pick to provide suitable facilities for the picking of the runs. It shall also be the responsibility of the District to furnish the assistance of a supervisor to provide answers to any question that might arise concerning the runs.
- F. Upon a vacated run due to retirement or termination, there shall be a bid for that run down.

## **ARTICLE 22 - Hours of Work (Shop)**

Mechanics shall operate on a seven (7) day basis, with two (2) consecutive days off. Schedules are to be worked out by the Transportation Supervisor. Time and one-half shall be paid for the sixth day; double time shall be paid for the seventh day.

## **ARTICLE 23 - Pick of Shifts (Mechanics)**

- A. Mechanics shall select their hours of work and days off from lists prepared by the District and approved by the Union in accordance with their seniority in their respective classifications. This selection is to be made during September and January of each school year. There shall be no change in an employee's shift of work or days off during the term of the pick.
- B. Whenever schools in and out of the District are closed, all mechanics' shifts of work shall be between the hours of 6:00 a.m. and 2:30 p.m. with one half hour off for lunch. While during the school year, the shift shall be from 6:00 a.m. to 2:30 p.m. and from 10:30 a.m. to 7:00 p.m. with one half hour for lunch. When only out of district schools are open, mechanics may change a shift in accordance with last bus. Mechanics will confirm starting and quitting time; however, the employee shall work an eight (8) hour day, exclusive of one half hour meal time. Differential for night shift shall not apply if this change causes it.

#### **ARTICLE 24 – Promotions**

Mechanics shall be given an opportunity for promotion to a higher classification according to seniority when an opening occurs in that classification, during which time they shall receive the higher rate of pay. However, if they fail to qualify during a sixty day period, they shall revert to their previous classification and rate of pay. No one shall be engaged as a mechanic until full opportunity has been given all mechanics in lower classifications to qualify for positions in mechanic classifications.

#### **ARTICLE 25 - Coveralls**

- A. The District shall provide five (5) sets of coveralls and five (5) uniforms each year for all mechanics. The District will clean uniforms of mechanics. Mechanics are to receive two (2) pairs of gloves and a heavy-duty jacket once during the term of this contract.
- B. The District shall also supply soap, paper towels, hot water and lockers.
- C. Rain gear will be maintained by the District for each mechanic.

#### ARTICLE 26 - Lead Head and Head Mechanic

- A. There will be a lead head or head mechanic on all shifts. When the current Lead Head Mechanic leaves District service, such title shall be eliminated and a head Mechanic shall be hired in replacement. There shall be no more than two head Mechanics on staff, with one assigned to the a.m. shift and one assigned to the p.m. shift; however, it shall not be necessary for a Head Mechanic to cover the opposite shift in the event that a head mechanic is absent. Each of the Mechanics hired on or before June 30, 2021 shall have the opportunity to become a Head Mechanic for the life of their employment with the district. When all such Mechanics have had the opportunity to become a Head Mechanic, with the next subsequent vacancy in a Head Mechanic position the decision to fill the vacant position shall be based on the needs of the District.
- B. The lead head or head mechanic shall assign all work to shop personnel and be responsible for the proper performance of work assigned, together with proper institution and completion of necessary paperwork. When the current incumbent Lead Head Mechanic leaves District service, the reference to the title Lead Head Mechanic will be eliminated.

#### **ARTICLE 27 - Tools and Shoes**

The school district will provide to the shop personnel the following amounts towards the purchase of safety shoes and tools:

	SHOES	TOOLS
<ul><li>2020-2021</li></ul>	\$300	\$600
<ul><li>2021-2022</li></ul>	\$300	\$600
• 2022-2023	\$300	\$600
• 2023-2024	\$300	\$600

The district shall reimburse employees upon submission of original receipts and UPC code from box for shoes, and UPC code and original receipts for tools where available. Safety shoes must be worn on the job.

## **ARTICLE 28 – Attendance and Safety Bonus**

A. Attendance bonuses shall be paid to eligible employees in accordance with the following:

•	0 absence	\$250
•	1 absence	\$200
•	2 absences	\$100

B. Effective July 1, 2021, at the end of each year, each employee shall be eligible to receive a Safety Bonus as follows:

•	Less than 20 years of employment	\$300 per year
•	20 years or more of employment	\$325 per year

Eligibility for the safety bonus shall be based upon the following:

- 1. **<u>Drivers:</u>** (Including Head Bus Driver)
  - a. No convictions of moving violations with the bus or any other school vehicle, occurring after July, 2008, in each year of the contract; i.e., what happens in one year shall not carry over into the next year.
  - b. Driver must drive at least 140 school days within the year.
  - c. No chargeable accidents which result from the improper operation of a bus or other school Vehicle. A chargeable accident is one in which the driver is at fault.

- d. Safety violations also include being charged with a red light camera ticket
- e. Driver must not have any infractions under NYS Vehicle and Traffic Law, including failure to complete the child on board safety check.

### 2. Mechanics:

- a. No vehicular or workshop accidents clearly attributed to carelessness or poor work habits.
- b. No convictions of moving violations with the bus or any school vehicle.
- c. No chargeable accidents which result from the improper operation of a bus or other school vehicle. A chargeable accident is one in which the Mechanic is at fault.
- d. Safety violations also include being charged with a red light camera ticket.
- e. Mechanics must not have any infractions under NYS Vehicle and Traffic Law, including failure to complete the child on board safety check.

# **ARTICLE 29 - Training (Mechanics)**

Subject to District approval, the District shall pay for training and development courses for mechanics on automotive technology, including, but not limited to, such topics as brakes, diagnostics, engines, etc.

# **ARTICLE 30 - Pay Claims**

- A. Overtime pay and pay shortages: An employee who is short in his or her paycheck shall receive a new check for such shortage five (5) working days after establishing his or her shortage.
- B. On an employee's oral request made to the Transportation Supervisor, said employee will receive a copy of a computer printout of their time within one (1) work day.

### **ARTICLE 31 - Appearance in Court**

- A. Any employee losing time from his or her regular run or shift of work to appear in court on District business shall receive the pay he or she would regularly receive had they been regularly employed.
- B. Any employee required to appear in court on his or her own time on District business shall receive time and one-half for all time while so engaged with a minimum of four (4) hours.

#### **ARTICLE 32 – Drivers' Facilities**

The District shall provide a Drivers' room and suitable lavatory facilities for its male and female employees.

## **ARTICLE 33 - Employment Security**

Should any employee become disabled and unable to perform the duties in his or her classification, then the District will make every effort to place such employee in a classification he or she is able to perform.

#### **ARTICLE 34 - Rights and Privileges**

Any rights, benefits or conditions previously enjoyed by an employee shall continue to be granted by the District during the term of this Agreement.

## **ARTICLE 35 - Bulletin Board**

The Union shall have the privilege of placing in each driver's room a bulletin board where notices of the Union may be posted. Notices are to be signed.

## ARTICLE 36 – (Article 19-A) Fingerprinting and Drug/Alcohol Testing

- A. All new employees not previously fingerprinted in accordance with Federal regulations must have fingerprinting completed by the District.
- B. All new employees must be drug and alcohol tested.

C. If the District requests drug or alcohol testing, the employees must comply; and such employees shall be paid for such time.

#### **ARTICLE 37 – Drivers' Licenses**

- A. Any driver whose license has been revoked or suspended shall be considered a suspended employee during the period of revocation or suspension.
- B. Suspended employees shall retain seniority insofar as job security and their position on the seniority list is concerned, provided the driver reports for work on the first working day after his or her license has been restored.
- C. Suspended employees will be entitled to all benefits except holiday and added holiday pay. For the purposes of computing vacations, the amount an employee shall be entitled to will be calculated on a pro-rata basis for time worked during the year.
- D. The District agrees to pay the fee for all required Federal drivers' license renewals once during the contract period (including new hires).

## **ARTICLE 38 - Legislative Action**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE 39 - Duration of Agreement**

This Agreement shall remain in effect from July 1, 2020 to and including June 30, 2024, and thereafter unless or until either party serves sixty (60) days' notice on the other party of its desire to terminate this Agreement, or negotiate changes or modifications therein. Said notice shall not be effective earlier than midnight, June 30, 2024.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal this day of 449454, 2021.

LOCAL 1181-1061 AMALGAMATED TRANSIT UNION AFL-CIO

By: Michael Cordullo

Title: PRESIDENT BUSINESS AGENT

**BOARD OF EDUCATION** 

David Kaston

President

# **CHECK-OFF AUTHORIZATION**

NAME	: SS#	
TO:	Half Hollow Hills Central School District Towns of Babylon and Huntington	
Gentle	emen:	
referrebe pa Union	by assign to Local 1181-1061 Amalgamated Transit Union AFL-CIO (hereinafter ed to as the "Union"), and. direct you to deduct out of the first wages that shall id to me each week or month, the amounts which shall be certified to you by said as my weekly or monthly dues and my initiation fee in said Union while I am in a ining unit represented by said Union.	
Union Assign date betwee which School one-y given therea	The amounts of my dues and initiation fee collected by you shall be remitted to the Union no later than seven days after the period in which such sums are collected. This Assignment and Authorization shall be irrevocable for a period of one year from the date hereof or until the expiration of the present collective bargaining agreement between Half Hollow Hills Central School District and the Union, whichever is sooner, at which time it may be revoked by written notice given by me to Half Hollow Hills Central School District at any time during a period of ten days prior to the expiration of the one-year period or the present agreement, whichever is sooner. If no such notice is given, this authorization shall be irrevocable for successive periods of one year thereafter, with the same privilege of revocation at the end of each such period.  This Assignment and Authorization shall be effective July 1, 2020, or the date of the execution hereof, whichever is later.	

Date: \_\_\_\_\_ Signed: \_\_\_\_

# LOCAL 1181-1061 AMALGAMATED TRANSIT UNION AFL-CIO SALARY SCHEDULE - DRIVERS & DISPATCHER JULY 1, 2020 THROUGH JUNE 30, 2024

# Hourly Rates of Pay

	% increase from prior year	
	Top Rate	
4 <sup>th</sup> year*	(5% less than top rate)	
3 <sup>rd</sup> year*	(10% less than top rate)	
2 <sup>nd</sup> year*	(15% less than top rate)	
1 <sup>st</sup> year*	(20% less than top rate)	

1.50%	1.50%	1.50%	1.50%
\$30.18	\$30.63	\$31.09	\$31.56
\$28.67	\$29.10	\$29.54	\$29.98
\$27.16	\$27.57	\$27.98	\$28.40
\$25.65	\$26.04	\$26.43	\$26.83
\$24.14	\$24.50	\$24.87	\$25.25
7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024

\*from date of hire

# LOCAL 1181-1061 AMALGAMATED TRANSIT UNION AFL-CIO SALARY SCHEDULE - MECHANICS

		TALK TOOLIGO			2007/1006	NO SCHOOL VEAR	~		2022/2023	2022/2023 SCHOOL YEAR	~		2023/2024	2023/2024 SCHOOL YEAR	
	2020/2021	2020/2021 SCHOOL TEAK	۷.		7707/707		•	-					1.5% increas	1.5% increase over prior year	
-	1.5% increas	1.5% increase over prior year			1.5% increas	1.5% increase over prior year	**************************************		1.5% increas	1.5% increase over prior year					
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1	63,197	69,517	76,469		64,145	73.550	17,010	1	67 769	73 996	81.398	2	68,278	75,106	82,619
2	65,296	71,825	79,010	2	66,275	72,902	00,190	, ,	69 429	76.373	84,011	3	70,470	77,519	85,271
3	67,392	74,132	81,546	_	68,403	15,244	06,703	1	775 17	78.735	86,608	4	72,651	79,916	87,907
4	69,477	76,425	84,067	4	10,519	11,5/1	03,320	, ,	73.739	81,113	89,222	2	74,845	82,330	90,560
2	71,575	78,733	86,604	^	12,049	13,314	90.481	, ,	75.900	83,491	91,838	9	77,039	84,743	93,216
9	73,673	81,041	89,144	١	01/4/	162,20	20,,06	,	80.955	89,050	97,955	7	82,169	90,386	99,424
7	78,580		95,081		921,67	10,734	96.507		80.955	89.050	97,955	80	82,169	90,386	99,424
8	78,580		95,081	» c	957,67	07.734	96 507		80.955	89,050	97,955	6	82,169	90,386	99,424
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11	79,636	87,602	96,361	=	80,831	88,916	000,78	;	02,043	90.250	99 273	12	83,274	91,604	100,762
12	96367	87,602	96,361	12	80,831	88,916	97,806	1	02,043	00.250	22,20	-	83.274	91,604	100,762
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14	79,636	87,602	96,361	14	80,831	88,916	908'26	14	82,043	90,250	517'66	-	177'50	01 504	100 762
15	79.636		96,361	15	80,831	88,916	908'26	15	82,043	90,250	99,273	51	83,274	91,004	100,702
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9 5	60,00			_	81,904	90,093	99,104	19	83,133	91,444	100,591	19	84,380		102,100
3 5	20,00			<u>_</u>	81.904	90.093	99,104	20	83,133	91,444	100,591	2	84,380		102,100
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23	81,926				00,133	01 477		24	84.402	92,844	102,127	24	899'58	94,237	103,659
24	81,926			_	03,133			×	84.402	92.844	102,127	25	899'58	94,237	103,659
22	81,926				83,155			3,5	85.671		103,663	56	86,956	95,651	105,218
56	83,158	91,472	100,622	26	84,405	92,844	102,131	77		4. 2					