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CAF/10681



AGREEMENT

Between the

SUPERINTENDENT OF SCHOOLS

and the

UNITED FOOD SERVICE WORKERS

of the

BAY SHORE UNION FREE SCHOOL DISTRICT

July 1, 2004 - June 30, 2009

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ARTICLE ONE - GENERAL PROVISIONS

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

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

B. MAINTENANCE OF SERVICES/"NO STRIKE" PLEDGE

The Association hereby affirms that it will not strike against the District or any other unit of government, assist or participate in any such strike, or impose an obligation upon its members to conduct, assist or participate in such a strike. The term "strike" as herein defined, means any strike or other concerted stoppage of work or slow-down.

C. SEVERANCE, LIMITATION, and SUPERSEDURE

1. If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.

2. Where the provisions of this Agreement are in Conflict with any other District determination, the provisions of the Agreement shall be controlling. If there are terms and conditions of employment not covered by the Agreement, such shall be subject to the District's authority and control under applicable Board policy.

3. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, that this Agreement constitutes the entire agreement of the parties, and, therefore, the parties agree that no additional negotiations of this Agreement shall be conducted on any item, whether contained herein or not, unless specifically provided for or by mutual written agreement.

D. TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2004 and shall remain in full force and effect through June 30, 2009.

SECTION II. RECOGNITION

The BAY SHORE UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, COUNTY OF SUFFOLK, NEW YORK (hereinafter referred to as the "District") recognizes the UNITED FOOD SERVICE WORKERS OF BAY SHORE (hereinafter referred to as the "Association") as the sole, exclusive agent of members of the unit covered herein. This Unit shall be defined as all cashiers, cooks, food servers, and food service workers employed by the District for more than 15 hours per week.

SECTION III. MANAGEMENT RIGHTS

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, to control, to increase, to decrease, to transfer, or to discontinue operations; to establish work and school schedule; to hire, and to promote employees; to increase or to decrease the working force; and to suspend, to discharge, and to discipline employees.

ARTICLE TWO - ASSOCIATION BENEFITS**SECTION I. AGENCY FEE**

A. Pursuant to the passage of legislation enabling the implementation of an agency fee, the District does hereby agree that no later than the second pay period after the effective date of employment, for each member of the Unit who is not a member of the Association, the District will deduct from the salary of such employee and will pay to the collective bargaining agent each pay period a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period, thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and condition of employment.

B. Any unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organization appeal procedures contained in a separate organizational document governing such appeals. The Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.

C. The Association will supply to the District a list of the names of those Unit members who shall have the agency fee deducted from their salaries.

D. The Association shall indemnify the District on account of any recovery of refund and related additional costs thereof obtained by such non-member of the Association against the District pursuant to this section.

E. The Agency fee is operative as long as the Association maintains an eighty-five percent (85%) membership. On each January 1, the District may request the Association to provide timely submission of evidence that the Association has a membership enrollment of at least 85%.

SECTION II. NOTIFICATION of VACANCY

The District will post all "full" vacancies which occur within the Unit whether full time or part-time in all permanent work sites for members of the Unit. The term "vacancy" shall not be deemed to apply to anything less than a complete assignment for an individual. Similarly, if a vacancy should occur within a particular building, the District may choose to fill the vacancy by assigning additional hours to the remaining employees without District-wide posting. For purposes of this agreement "complete assignment" means the full daily load of a worker who leaves District position.

SECTION III. MAILBOX, BULLETIN BOARD and SIGN-IN SHEET

A. There will be in each building a mailbox, and bulletin board space for use by the Association and designated as such.

B. In each Unit a sign-in sheet will be provided near which shall be a place for union notices.

SECTION IV. NEGOTIATIONS PROCEDURE

A. NOTICE

Should either party desire to initiate amendment of this Agreement at the expiration date thereof, notification of such intent shall be sent in writing to the other party no later than January 15th immediately preceding the expiration date of this Agreement.

B. START OF NEGOTIATIONS

The parties shall mutually agree on a date to commence negotiations for a successor Agreement and shall endeavor to hold the initial negotiation session by February 15th immediately preceding the expiration date hereof.

SECTION V. PAYROLL DEDUCTION

A. The District shall deduct from a unit member's pay the dues as uniformly designated by the Association for membership in the Association on the basis of individually-signed voluntary deduction authorization cards. Dues will be deducted monthly in equal installments commencing with the second pay period in September or on the second paycheck after employment and calculated to be fully paid by the final pay period in June.

B. The District shall also process Credit Union and TSA deductions as are requested in writing by the member to funds as are approved by the District.

SECTION VI. RIGHT to REPRESENTATION

Only in the event that a meeting is scheduled for purposes of formally preferring charges against a Unit member, the Unit member shall be given the opportunity to have an Association member or representative present.

SECTION VII. UNIT MEMBER INFORMATION

Copies of lists showing identity of unit members who worked, their titles, the number of hours worked, and the location will be made available to the Association, upon reasonable request up to a limit of two times per school year.

SECTION VIII. USE of FACILITIES

In accordance with State Education Law for such use, upon notice of three work days, the Association shall have the right upon such notice to use classroom and public areas of school buildings outside the scheduled work day, on days when school is in session, when such use shall not conflict with education uses or prior scheduled events, and shall not result in any incremental cost to the District.

ARTICLE THREE - MEMBER BENEFITS

SECTION I. HEALTH AND DENTAL PLANS

A. ELIGIBILITY AND COSTS

Unit members who are working six or more hours per day are eligible for participation in the "Empire Plan with Enhancements" or District adopted equivalent health insurance plan. Effective July 1, 2004, during active service, the District shall assume 88% of the cost of the family or individual premium for those unit members covered under the District's health insurance program. Effective July 1, 2005, and henceforth, the District shall assume 85% of the family or individual premium for those unit members covered under the District's health insurance program.

Effective July 1, 2004, following service or disability retirement from the District, or resignation after qualification for retirement vesting, the District contribution to such health insurance plan shall be 94% of family or individual premium for retirement provided the individual has kept the insurance.

Effective July 1, 2005, and henceforth, following service or disability retirement from the District, or resignation after qualification for retirement vesting, for any member who retires with health insurance, the District shall assume 92.5% of the family or individual premium of the retiree medical premium.

B. HEALTH

Unit members are not eligible for health insurance coverage provided by the District if the unit member has a spouse receiving coverage in a District provided plan. In lieu of coverage, these unit members shall receive a lump sum of \$750.00. Further, unit members who have spouse based coverage in a non-District plan shall have the choice to opt out of the District's plan in exchange for a lump sum payment each year by the District of \$750.00.

C. DUAL COVERAGE

Members of the unit whose "Empire Plan" coverage availability derives from a spouse's coverage shall be paid annually the sum of \$750, on or about December 15 of each year. Should it become necessary for the member to re-enroll in the "Empire Plan" due to unavailability of coverage under his/her spouse's plan, the District shall permit such re-enrollment and the member shall be charged back a pro-rata portion of the above reference \$750, if the sum has been paid. Said pro-rata charge back shall be at the rate of \$62.50 per month, calculated from July 1 to the date of re-enrollment. Should the member leave the District prior to June 30, then the District shall be entitled to recovery of the pro-rata portion of the \$750 for the amount of the year the member was not entitled to "Empire" coverage.

D. HMO OPTION

In determining such equivalent programs as noted above, members of the Unit shall have the option of having the premium amounts established under the "Empire Plan with Enhancement" applied to an approved HMO or other approved option.

E. DENTAL INSURANCE

The District shall make available to each full time member of the Unit who is not already covered by a dental plan held by another District employee, at no cost to the member, a non-duplicable dental plan, the benefits of which are at least equivalent to those provided in the plan available to such full time members as of June 30, 1991.

F. FLEXIBLE BENEFITS PLAN

Participation by qualified members of the Unit in the District-developed "Flexible Benefits Plan" no later than February 1, 1996 at no cost to the District.

SECTION II. LIFE INSURANCE

The District shall provide a fully paid group term life insurance policy covering each full time member of the unit in the amount of \$5,000.

SECTION III. ANNUAL PHYSICAL EXAMINATION

The District shall require an annual physical examination, no later than October 1 for all returning staff, and before starting work for all new hires. The examination may be conducted by the employee's own physician at the employee's expense or by the District physician at no charge. The District reserves the right to direct examination by the School Physician. Such examinations can be scheduled in the nurse's office at the various schools.

SECTION IV. GRIEVANCE PROCEDURE

A. GRIEVANCE AND ARBITRATION

1. Scope:

Grievable matters shall include only those disputes between the District and the individual members of the Unit, with respect to the meaning, interpretation, or application of terms of this Agreement. All such disputes which are not resolved through informal consultation between the grievants involved and their immediate supervisors shall be resolved in accordance with the provisions of this section. All of the procedural stages as herein

provided shall be pursued and completed as a condition precedent to the commencement of any action or proceeding before the Public Employment Relations Board or any court of competent jurisdiction for the construction and interpretation of this Agreement.

2. Definitions

- a. "Day" shall mean calendar day.
- b. "Grievant" shall mean an individual member of the Unit who is personally affected by the matter in dispute.
- c. "Time Limits" shall be as set forth, and shall be strictly construed unless mutually waived in writing. Failure by the grievant to comply with the time limits as set forth, or with the established procedure, shall mean withdrawal of the grievance. Failure of a supervisor to respond within the prescribed time shall advance the grievance to the next step.
- d. "Grievance" shall mean the specific dispute, the contract clauses upon which it is based, and the remedy requested as set forth in the initial Record of Contract Grievance Claim and Processing Form. Such initial commitment to writing shall constitute the sole and complete commitment to writing for the purpose of this section and shall be the only version of these items appearing on any demand for arbitration which may evolve from such grievance.
- e. "Immediate Supervisor" shall mean the building principal of the building in which the grievant is located.
- f. "Superintendent" shall mean the Superintendent of Schools or his designee.

B. FIRST PROCEDURAL STAGE

The first procedural stage shall consist of the member of the Unit's oral notification to the immediate supervisor that he/she wishes to discuss a grievance based upon the contention that a section of the Agreement, as it relates to the individual, has not been followed. Thereafter, a meeting shall be held at which time, the grievance shall be discussed. Either party may have another person present. Such oral notification shall be given within ten (10) days from the date of the occurrence of the situation or incident giving rise to the dispute. The immediate supervisor shall have ten (10) days to investigate and take such appropriate action as he/she deems necessary, with verbal response to the grievant.

C. SECOND PROCEDURAL STAGE

1. If the grievance is not resolved in the first stage to the satisfaction of the grievant, the grievant may fill out completely, sign, and file a Record of Contract Grievance and Processing Form. Such form shall be submitted to the District through the Building principal within ten (10) days from the first occurrence of the situation or incident giving rise to the dispute. It shall specify those sections of the Agreement alleged to be violated together with the remedy requested as specified in paragraph "b" above.

2. If requested by the Association, the parties shall meet within ten (10) days of the submission. The District shall respond in writing within ten (10) days of such meeting.

D. THIRD PROCEDURAL STAGE

1. Should the claim be denied by the District, the grievant covered by his/her Agreement may then request that the grievance be forwarded to the third procedural stage for appeal. The third procedural stage shall consist of forwarding a written request for third stage review, together with the Record of Contract Grievance Claim and Processing Form, including all

correspondence evolving therefrom, to the Superintendent or his designee within ten (10) days following the filing of a response in the second stage.

2. During this review of the record, a meeting with the parties involved may be scheduled.

3. The Superintendent of Schools or his designee shall respond within fifteen (15) days of the date of the meeting, if any, or in the event that such a meeting is not held, within fifteen (15) days of the date of filing by personal delivery with District Clerk of the request for review by the Superintendent.

E. FOURTH PROCEDURAL STAGE

1. The fourth procedural stage is binding arbitration with respect to all grievances except those which may arise during the pendency of any period of strike penalty as imposed on the Association by the New York State Public Employment Relations Board. The Association may submit a request for arbitration as follows: Within fifteen (15) days after receipt of response in stage three, a letter of intent to arbitrate shall be filed with the District and with the Arbitrator. Under "Nature of Dispute" shall appear the grievance as previously presented on the Record of Contract Grievance and Processing Form, and the "Remedy Sought" shall include the remedy as requested in the original submission as specified in paragraph "d" above.

2. Thereafter, the fees and expenses for arbitration shall be borne equally by the parties. The fees and expenses for arbitration shall not be deemed to include legal, expenses or expenses for witnesses of either party to the dispute, but shall include expenses for a transcript if requested by either the Union or the District.

3. The Arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any decision:

1) Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this agreement.

2) Overruling the exercise of Board's or Superintendent's discretion under the terms and provisions of this Agreement, so long as the Board or Superintendent can demonstrate that there is substantial evidence in the record supporting the determination made, or that the determination was not arbitrary or capricious, or discriminatory.

F. SELECTION OF ARBITRATOR

The parties agree to use the following permanent arbitrators in rotating order:

Howard Edelman
Robert Simmelkjaer
Joseph Doyle
Jack Tillem

SECTION V. HOLIDAYS

The following days will be paid holidays:

Labor Day
Veterans' Day*
Thanksgiving Day
Friday immediately following Thanksgiving Day
Martin Luther King Jr. Day
Good Friday
Memorial Day

*to be a paid holiday, regardless of the day of the week on which it falls

SECTION VI. HOURS, WORK WEEK AND WORK YEAR

A. DAYS IN SESSION

For the purpose of this Article, school shall not be considered to be in session on those days on which the District schedules Teacher or Superintendent Conference days, Regents examination days/weeks (January and June), unless the cafeteria is open, nor on other days when the cafeteria is not operating.

B. FULL TIME DEFINITION

To qualify for full time status and benefits Unit members shall work a minimum six-(6) hour day (inclusive of lunch and coffee break) for the majority of the days on which their services are required.

C. NOTIFICATION

Except for emergencies, such as snow days, absence of utilities or the like, the District will seek to provide at least two calendar days' notice of days on which services are not required because of conferences or other reasons. The District reserves the right to bring in members of the unit as needed for the above kinds of activities.

D. PART-TIME DEFINITION

Part-time unit members shall be those scheduled to work on a regular basis from 15 hours per week up to under 30 hours per week.

E. WORK WEEK

The normal work week shall be Monday through Friday inclusive, if school is in session.

F. WORK YEAR

The work year for members of the Unit shall be from September 1 through June 30 on those days when school is in session and Cafeteria services are required. The District reserves the right to require, with one week's notice, that those employees as needed, work during the week before or after the start or end of the school year.

SECTION VIII. LEAVES

A. PAID LEAVE

Paid leave for full time employees for attending unavoidable business is limited to two days per year and requires advance approval from the immediate supervisor and District Office level, with prior notice of 10 work days wherever possible. The need for such paid leave must be substantial to warrant approval. Absences with or without pay solely for the convenience of the employee will not be granted. Where specific circumstances prevent satisfaction of such "unavoidable individual business" within time not scheduled for work, and within the above conditions, unit members so affected, shall file a copy of the standard District Absence Approval Form with the immediate supervisor. District action upon the request shall be excluded from Article III, Section V of this Agreement.

Effective 7/1/98, permanent part time members shall be granted one personal day each year.

Effective 7/1/01, unused personal days shall be added to the employee's sick leave accumulation.

B. SICK DAYS AND PAYMENT CONDITIONS FOR UNUSED DAYS

1. Individuals on "regular full time appointment" shall be credited with ten (10) days to be used in case of personal illness as of September 1, 1991 and such crediting shall continue on the same date for each year thereafter. Individuals on permanent part-time appointment shall be credited with five sick days as of September 1, 1991 and such crediting shall continue as of September 1 for each year thereafter.

2. Individuals on probationary appointment shall earn credit for days to be used in case of personal illness at the rate of one full day per month, if employed full time, and at the rate of one-half day per month if employed part-time. For such probationary employees, the crediting of such days shall take place on the first day of each month worked. Upon completion of the probationary period, and advancement to "regular status" any remaining days for the first year of employment after pro-ration to adjust to the length of the work year, to be used to cover personal illness, shall be credited to the individual at that time.

3. "Days to be used to cover personal illness" or "sick days" are defined as days on which the individual employee is too ill to report to work, or is so incapacitated as a result of an accident to be able to report to work, or is suffering from a health condition which requires treatment or can only be treated during work hours. "Sick days" are not available for use at the member's discretion for any purposes other than personal illness. All such use shall be consistent with the definitions and terms of this agreement.

4. Any full time employee having served ten full time consecutive years as a member of this unit, upon separation from service, or "retirement for service or disability," will be granted terminal leave for unused sick leave not to exceed 150 days. At the option of the employee, salary due for accumulated sick leave up to 150 days shall be paid in a lump sum, at the then current salary rate, upon termination of employment in accordance with the percentage ratios shown below.

5. Excluded from the computation of days described above for payment upon separation shall be any days (after July 1, 1990) on which the employee was on Workers' Compensation and receiving per diem "Workers' Compensation" income.

6. In the event that extended sick leave is granted under sole District discretion as from time to time provided in District established policy on the matter, payment for such days of extended (unearned) sick leave shall be considered a charge against the days computed for payment for unused sick leave at time of retirement until otherwise repaid to the District. Thus in the event that a member of the Unit exhausts all cumulative sick leave, and the District approves granting of extended sick leave beyond the accumulated amount, such leave shall be carried as a charge against future accumulation until such time as the over-use has been balanced. Such charge shall not be used to bar members from using accumulated sick leave as required, but shall only be a bar to future cumulation until the deficit has been made up.

7. All sick leave accumulated to July 1, 1990 shall be computed at 100% of the current daily rate at time of retirement. Thereafter, beginning with the 1990-91 school year, payment for cumulative sick leave at time of retirement or death, if still employed by the District, will be made at the following percentage of the number of days of cumulative sick leave multiplied by the then current daily rate.

- After ten years of service.....50% payment
- After fifteen years of service.....75% payment
- After twenty years of service.....100% payment

Where circumstances warrant, such payment shall be paid to the estate or designated beneficiary of the deceased.

8. Effective September 1, 1991, the number of days of entitlement shall be reduced for each day by which the employee fails to notify the District of his/her intent to retire which is less than 60; or less than 20 if he/she intends to separate for reasons other than retirement. Only the work days during the expected notice periods shall be subtracted in the computation. This paragraph shall not apply in those cases where the retirement or other termination is occasioned by circumstances deemed by the District to be emergency in nature such as hospitalization, or other grave circumstances.

C. ILLNESS

For any absence due to illness which extends three work days or more, a doctor's note specifying the medical basis for absence and certifying that the employee is medically able to return to work in the Cafeteria department shall be provided. This shall not limit the right of the District to require physician's note for other absences attributed to illness or in accordance with Section 913 of the Education Law.

D. WORKERS COMPENSATION

The District will provide coverage for on-the-job injuries in accordance with the provisions of the New York State Workers Compensation Law. Briefly, such law provides that if an individual is injured on the job and is unable to work for a period exceeding seven days, the first seven days are charged to the individual's sick leave, and thereafter a portion of the individual's salary is paid through "Workers Compensation". For such period of time as Workers Compensation pays a portion of the individual's salary, such portions of the daily absences as are not paid by "Workers

Compensation" will be charged proportionally against the individual's personal sick leave to provide full salary to the employee. In those cases where the absence due to injury extends beyond all accumulated sick leave, for those individuals with five or more years of service in the District, extended sick leave may be available if approved by the District, up until the end of the school year in which the injury took place.

E. BEREAVEMENT

Unit members shall be entitled to five (5) days' leave annually with pay in the event of the death of a member of his/her immediate family.

"Immediate family member" for the purpose of this provision is defined as: spouse, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or relative living in the household.

Subject to the non-grievable discretion of the District, requests for leave due to death of other relatives or family members may be submitted to the District.

F. UNPAID LEAVE

1. Short Term

Unpaid leave may be requested in writing two weeks prior to the first day requested. District action on such request shall not be grievable or arbitrable. Any such leave for medical reasons will require physician's certification, before approval and returning to work.

2. Long Term

a. A medical leave of absence up to one calendar year may be granted by the Superintendent upon written request and physician's documentation.

b. Child and elder care leave may be requested for up to two years. After three months into such leave, the return will depend upon the next available appropriate opening.

G. STEP PLACEMENT

Upon return from an extended leave, a unit member "eligible" for a higher step(permanent or longevity) will be placed on the next wage step provided that the unit member has worked one hundred or more calendar days in the school year in which the leave was taken.

H. JURY DUTY

Payment for Federal Court jury service is conditioned upon the employee's furnishing the District with a statement of service (obtainable from the Court Commissioner of Juries) and upon the employee's reimbursement to the District of all monies received on account of said service, excluding transportation, up to the amount of the employee's daily rate. Except for transportation, there is no payment to public employees for State or County jury service.

I. COURT DAYS

Exclusive of jury duty, employees shall be paid for court appearances only when such appearances involve the Bay Shore School District.

SECTION IX. EMERGENCY CLOSINGS

A. PAID DAYS

Members of the unit shall be paid for any day the School District is closed due to inclement weather determined by the Superintendent and that has not been included on the school calendar.

B. REASSIGNMENT

The District will assign unit members to another building if his/her building is closed due to a non-snow condition or to meet other staffing needs which may develop with no reduction in the unit member's hourly rate of pay.

C. UNSCHEDULED HALF DAYS

1. Unit members shall receive at least fifteen (15) days advance notice of half-day school sessions which are not scheduled on the school calendar. In the event that such notice is not given, unit members shall receive full payment for such half-day.

2. All members of the unit shall have equal consideration for work when schools are open for ½ day sessions in whatever capacity approved by the Director of Food Services.

SECTION X. CLASSIFICATION

A. EVALUATION

A written evaluation will be given to each member of the Unit at least once each year. Such evaluation will reflect initial input and review from at least two supervisory levels.

B. LOCAL TITLES

All employees covered by this Agreement shall be classified in one of the following categories:

- Cook Secondary
- Cook Elementary
- Food Service Worker 2
- Food Service Worker 1
- Driver Messenger

C. UPGRADING AND TRAINING

Should an employee be required to assume the duties and responsibilities of a higher-paying classification, such employee, after one (1) working day in the higher classification, shall receive the pay of the higher classification, retroactive from the first day worked, and for each day worked thereafter in the higher paid classification, with the exception that members of the unit being trained for higher classification work, shall be paid their regular rate for a twenty (20) working day training period; and thereafter at a higher rate, if the training has been successfully completed.

SECTION XI. SENIORITY, PROMOTIONS AND TRANSFERS

Seniority for new hires shall date from the first probationary day worked. This probationary period shall be 26 weeks. Employees who are promoted or transferred who do not satisfactorily complete a probationary period of one hundred and twenty (120) calendar days will be returned to their

former position with no loss in seniority. Unpaid leave will not count towards completion of the probationary period.

The probationary period for permanent appointments of unit members shall be 8 weeks for anyone who has served in a prior continuous 3 month substitute or temporary position.

SECTION XII. PERSONNEL FILES

Unit members shall have access to review and to reasonable duplication of any materials in their personnel files excluding letters of recommendation received upon initial employment, within ten (10) calendar days after the District is notified. For any requests for duplication for any single member in excess of ten copies per year, the District shall collect a charge of 25 cents per side copied.

SECTION XIII. UNIFORMS

Three(3) new uniforms will be supplied yearly to each employec upon successful completion of the probationary period. Upon separation from the District, clean and laundered uniforms must be returned before a paycheck will be issued. New employees will ordinarily be issued their uniform allowance upon successful completion of the probationary period.

SECTION XIV. PAY PERIODS

Unit members shall be receive pay according to the District payroll as established for employees not on annual salary schedules.

SECTION XV. OVERTIME AND EMERGENCY WORK

A. AUTHORIZATION

All overtime and emergency work if any must be authorized in advance by the District, through specification by a District level administrator.

B. EMERGENCY COOPERATION

It is hereby agreed that the Association and its members shall extend cooperation to remedy an emergency.

C. JURISDICTIONAL CONCERNS

In their role of providing a Distriet-defined service within a building-limited environment, members of the Unit may sometimes be unfairly pressured between the operational(building-level) and technical(district-level) considerations of their responsibilities. Should such concerns arise, either party, or the member of the Unit, may refer the matter after no more than three work days to an appropriate District Office administrator for resolution. Except in emergency situations, consultations between technical(district-level) and operational(building-level) supervisors will precede implementation of any changes significantly affecting the work environment.

SECTION XVI. WAGES

A. HOURLY

Effective September 1, 2001 and on each September 1 thereafter over the term of this Agreement, all eligible unit members shall receive salary increases in their hourly rates in accordance with the schedules in the Appendix.

B. PROBATIONARY RATE

Effective July 1, 2004, such hourly rates shall reflect a probationary rate which shall apply to all individuals during their probationary assignments. Such rate as shown in the Appendix shall be lower than the rates paid to employees with permanent appointments.

C. LONGEVITY INCREMENTS

Such hourly rates shall also reflect a longevity increment in the amount of 50 cents per hour in recognition of five years of service, \$1.00 per hour in recognition of ten years of service, \$1.25 per hour in recognition of fifteen years of service, \$1.50 per hour in recognition of 20 years of service and \$1.75 per hour in recognition of 25 years of service. Longevity increments shall be granted on July 1 following the anniversary date of probationary appointment. Longevity increments normally are permanent additions to salary.

D. CONSECUTIVE SERVICE

Service must be consecutive and uninterrupted years of employment in the District, except that sick leave, child care leave or military service leave shall not be considered as interrupting such service.

SECTION XVII. MILEAGE

If a unit member is required to use her/his vehicle to fulfill her/his job commitment, the unit member will be reimbursed at the District rate for compensation for mileage.

SECTION XVIII. LUNCH AND COFFEE BREAKS

Full-time employees shall enjoy a paid lunch period and a paid coffee break not to exceed a cumulative total of forty-five (45) minutes per day. The employees shall take these periods at times which accommodate to the District's work needs. Part-time employees shall enjoy a paid coffee break not to exceed fifteen (15) minutes per day.

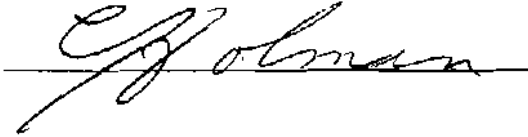
SECTION XIX. NYS EMPLOYEES RETIREMENT SYSTEM & DISTRICT RETIREMENT BENEFIT

The District shall pay all employer's costs for the employee's retirement plan in the New York State Employees' Retirement System (75-D) consistent with the provisions of law.

ARTICLE FOUR - AGREEMENT

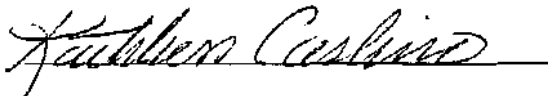
This agreement is made and entered into this 9th day of August, 2004 by and between the Bay Shore Union Free School District and the United Food Service Workers of Bay Shore.

For the District:

 , Superintendent

For the Association:

 , President

 , Vice President

SALARY SCHEDULE

Position	Effective September 1,				
	2004 (4.00%)	2005 (4.00%)	2006 (3.00%)	2007(3.00%)	2008(3.00%)
Cook/Secondary	\$17.15	\$17.84	\$18.38	\$18.93	\$19.50
Cook Elementary	\$15.29	\$15.90	\$16.38	\$16.87	\$17.38
FSW-2	\$11.44	\$11.90	\$12.26	\$12.63	\$13.01
FSW-1	\$9.24	\$9.61	\$9.90	\$10.20	\$10.51
Driver/Messenger	\$11.44	\$11.90	\$12.26	\$12.63	\$13.01

PROBATIONARY RATE

For the 26 week probationary period only, the hourly pay rates are reduced by \$1.00 per hour.

LONGEVITY

Effective 2004-2005 school year:

- Add \$.50 per hour for 5 years of service
- Add \$1.00 per hour for 10 years of service
- Add \$1.25 per hour for 15 years of service
- Add \$1.50 per hour for 20 years of service
- Add \$1.75 per hour for 25 years of service

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