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Union: **Sayville Union Free School Food Service Unit, United Public Service Employees Union (UPSEU)**

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COLLECTIVE BARGAINING AGREEMENT
SAYVILLE UNION FREE SCHOOL DISTRICT

- with -

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Food Service Employees

July 1, 2011 - June 30, 2016

28 Workers

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AGREEMENT made and entered into this ____th day of April 2014 by and between the SAYVILLE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Memorial Highway, Ronkonkoma, New York 11779 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the District, pursuant to a Public Employment Relations Board certification, has recognized the Union as the collective bargaining representative of its food service employees as set forth in the above mentioned certification for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said certification, and the Union's request for negotiations and its submission of written proposals for contract terms and conditions, the parties met and negotiated collectively in good faith over the wages, hours and other terms and conditions of employment in the unit of employees referred to above, and have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECOGNITION

A. The District recognizes the Union, pursuant to the Public Employment Relations Board certification, dated February 20, 1976, as the sole and exclusive bargaining agent for all its permanent full and part time food service employees, excluding those employees identified as confidential and/or managerial.

B. The Union shall have the right to exclusive recognition during the term of this Agreement.

ARTICLE II. PAYROLL DEDUCTIONS

A. Dues Deductions

1. The District agrees to deduct from the wages of the employees covered by this Agreement, each month, the regular dues for membership required by the Union, provided that those employees have individually and voluntarily authorized the District in writing to make such deductions. The authorization form shall be prepared and distributed by the Union. By submitting the authorization form, the member waives all rights and claim for the money deducted and transmitted and relieves the District from any liability therefor. An agency fee shall be deducted from the salaries of nonmembers who are regularly employed by the District for three (3) or more hours per day, provided the Union notifies the District of the amount and certifies that it is in compliance with Civil Service Law Section 208. Dues deductions shall be forwarded to the Secretary Treasurer of the Union within fifteen (15) days of such deductions.

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2. An employee who is not scheduled to work during the summer may authorize dues for the two summer months to be deducted from wages paid in the preceding June. Unless notified otherwise, the amount deducted for the two summer months shall total twice the amount deducted for the month of June.

3. In the event that earnings for any period are insufficient to cover the amount due, whether dues or agency fee, payment for such dues shall be made by the employee directly to the Union.

4. Deductions authorized by an employee shall continue as authorized unless and until he/she notifies the District of his/her desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing, in duplicate, signed by the employee and submitted to the District; and, on receipt of same, the District shall immediately forward one copy to the Union. The discontinuance of dues deductions shall take effect on the payroll date nearest sixty (60) days from the date notice of discontinuance is received from the employee. The rights of the Union and the employee under this Article shall be in conformity and consistent with the requirements of Section 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967. If an employee discontinues his/her dues deduction, he/she shall have an agency fee deduction, if regularly employed for three (3) or more hours.

B. Upon written request to the District, semi monthly salary deductions will be made for U.S. Savings Bonds, the Teachers Federal Credit Union and tax sheltered annuities, provided these are in equal installments and on a September to June basis. By submitting the authorization form, the employee waives all rights and claims for the money deducted and relieves the District from any liability therefor.

C. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including but not limited to counsel fees, that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

ARTICLE III. PERSONNEL FILES

Upon twenty four (24) hours' notice to the Personnel Office, an employee shall have the right to examine his/her personnel file, excluding confidential material.

ARTICLE IV. WAGES

A. 1. The wages for all employees as of the date of signing of this Agreement or to be hired thereafter shall be as set forth in Appendix "A" to this Agreement. There shall be separate wage schedule for employees hired by the District before January 1, 2014 and those employees (including re-hires) who commenced employment on or after January 1, 2014. Employees hired by the District before January 1, 2014 and are transferred or promoted to a different position within the unit shall continue to be paid at the pre-January 1, 2014 rates. The

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District, however, remains complete discretion to fill any vacancy with a unit member or new employee.

Unit members' salaries will be increased as follows:

- a. 2011-2012 - 0%.
- b. 2012-2013 - 0%.
- c. 2013-2014 - 1.5%
- d. 2014-2015 - 1.5%
- e. 2015-2016 - 1.5%

A. 2. Additional Salary - Persons who have been employed by the District on a full-time salary basis continuously for:

	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016
10 years or more shall receive	\$1,475	\$1,475	\$1,475	\$1,475	\$1,475
15 or more years shall receive	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625
20 or more years shall receive	\$1,975	\$1,975	\$1,975	\$1,975	\$1,975

These sums are not cumulative.(Part-timers shall be prorated.) Payment shall be made in the last paycheck of the school year by separate paycheck.

B. The District shall negotiate with the Union the salary schedule for any new position (classification) within this unit as established by the District.

C. The District will grant tenure to an employee who is classified as full time salaried labor or noncompetitive or part time labor or noncompetitive who is regularly employed twenty (20) or more hours per week upon the determination of the District that he/she has performed his/her duties in a satisfactory manner during a six (6) month probationary period beginning with the first date of regular employment for that position. The District, at its option, may extend the probationary period of any employee an additional six (6) months.

A second probationary period for a new position will be thirteen weeks if the person previously completed an initial probationary period of either six (6) or twelve (12) months. The District, at its option, may extend this probationary period for an additional 13 weeks.

Part time probationary service of less than six (6) months immediately preceding a full time appointment will be credited toward the full time six (6) month probationary term on a pro rata basis.

In the event that an employee has not completed an initial six (6) month probationary term before being appointed to a second probationary term, the second probationary term will be thirteen (13) weeks plus the remaining portion of the initial six (6) month probationary term.

ARTICLE V. INSURANCE

A. Retirement

The District agrees to provide the 75I retirement benefit plan for bargaining unit employees under the New York State Employees Retirement System.

B. Extended Death Benefit Plan

The District shall continue the additional benefit No. 3 under New York State Employees Retirement System consistent with the statutes governing said retirement system. (This is the additional death benefit providing a minimum death benefit of three times the annual rate of pay to a maximum of \$20,000.00).

C. Health

1. Health Insurance includes the Suffolk School Employees Health Plan or H.M.O. Plans now in effect in the Sayville School District. However, the District may exercise its right to revert back to the Empire Plan or another plan that provides comparable or better benefits than the Suffolk Schools Employees Health Plan. The District agrees to give the Union advance notice regarding the change in insurance carriers.

2. Health Insurance Declination

Each January 1, a full time unit employee may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination, the employee will receive a bonus equal to one half (1/2) the amount the Board saved as a result of that declination, but in no event shall such bonus exceed Two Thousand (\$2,000.00) Dollars for declining family health and One Thousand (\$1000.00) Dollars for declining individual health coverage.

3. Health Insurance includes the Suffolk School Employees Health Plan or HMO now in effect in the Sayville School District, Empire Plan or comparable plan or better selected by the District.

(a) During the 2011-2012 school year, the District's share of the cost for health insurance for individuals shall be eighty-five percent (85%) of the Suffolk School Employees Health Plan (or any other plan implemented). The District's share of the cost for health insurance for family coverage shall be eighty-five (85%) of

the Suffolk School Employees Health Plan ((or any other plan implemented), but the District shall not pay for family coverage for any unit member who is covered by a similar plan by any other employer, including the District, or carrier. Such individual may opt for individual coverage or decline such coverage under Section 2 above. Any additional sums which may be required for H.M.O. shall be paid by the unit member. A unit member with family or individual coverage shall contribute fifteen percent (15.0%) annually toward family or individual health insurance coverage and the District shall pay the balance.

(b) The provisions of paragraph (a) shall continue to apply in subsequent years of the agreement except the contribution rates shall be as follows for individual and family premiums:

2012-2013 – The District shall contribute eighty-five percent (85%) towards the cost for health insurance and the employee shall contribute fifteen percent (15%) towards the cost

2013-2014 – The District shall contribute eighty-five percent (85%) towards the cost for health insurance and the employee shall contribute fifteen percent (15%) towards the cost

2014-2015 - The District shall contribute eighty-two and one half percent (82.5%) towards the cost for health insurance and the employee seventeen and one half percent (17.5%) towards the cost

2015-2016 - The District shall contribute eighty-two and one half percent (82.5%) towards the cost for health insurance and the employee seventeen and one half percent (17.5%) towards the cost

4. The District's share of health insurance costs shall be prorated for regular part time employees who obtain eligibility for such insurance.

5. Retirees will contribute a flat dollar amount equal to the amount they were paying in their final year of employment.

6. Eligible employees shall receive a written contract from the District setting forth their retiree health insurance benefits.

D. Dental, Optical and Life

Effective July 1, 2011, the District shall contribute up to Nine Hundred and Five Dollars (\$905.00) annually toward dental, optical and life insurance for all regularly employed full-time employees who participate in such program. This shall be increased to Nine Hundred Seventy Seven Dollars (\$977.00) effective January 1, 2014, One Thousand and Thirteen Dollars

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(\$1,013.00) effective January 1, 2015 and One Thousand and Forty-Nine Dollars (\$1,049.00) effective January 1, 2016.

E. Disability Insurance

The District shall provide full time employees with the Sun Life Insurance long term disability plan.

ARTICLE VI. WORKERS' COMPENSATION

A. Employees injured on the job under an approved Workers' Compensation claim are to be paid full salary during the disability without loss of sick leave, as long as Workers' Compensation weekly benefits are in effect and the District shall receive the weekly benefits paid to the employee by the insurance carrier.

B. Salary payments to injured employees covered under Workers' Compensation salary payments shall not continue beyond six months from the date of injury, except that each specific case shall be evaluated by the District at said termination date. The District, in its discretion, may extend said salary payments beyond said termination date on such terms and conditions as it deems just and proper and shall further periodically review and evaluate each specific case.

Notwithstanding the foregoing, if an employee indicates that he/she will be absent for more than three months, the District has the right to send the employee for a medical examination to determine the employees' fitness to return to work. The doctor shall be a physician specializing in the area in the employees' illness and shall be a participating doctor in the SSHEP. After three months the District may discontinue full salary payments if the employee remains out of work as a result of the injuries suffered in the work related absence. However, if the doctor determines that the employee is unable to return to work to perform his/her normal job duties, the District shall continue full salary payments for no more than three additional months (except as set forth above) of a Workers' Compensation related absence, retroactive to the date that salary payments were suspended. Nothing herein shall prevent an employee whose salary payments are suspended from utilizing his/her accrued sick leave prior to his/her first scheduled visit to the SSHEP doctor.

C. The District may require a doctor's note verifying incapacity to work in fifteen (15) day intervals before it pays the difference between workers' compensation and regular salary.

ARTICLE VII. MANAGEMENT RIGHTS

A. The Union recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

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B. The Union recognizes the right of the District and the Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management in conformity with the obligations of the Agreement to facilitate effective operation.

C. All usual and normal administrative functions and responsibilities of the employer shall be reserved to the Board of Education, except where specifically limited by any provisions of this Agreement.

D. In addition to the foregoing, the Union recognizes that the District retains the responsibility and right of management of its business affairs and property, including, the right to assign, supervise, direct, and transfer (within shift and classification) the working forces; to plan, control, increase, decrease, transfer, discontinue operations, to hire, and promote employees; to increase or decrease the working force.

ARTICLE VIII. WRITTEN BOARD POLICY

Officially written, approved and sanctioned Board of Education policy substantially affecting the terms and conditions of employment will not be changed without first negotiating with the Union.

ARTICLE IX. STRIKES AND LOCKOUTS

During the term of this Agreement the Union and its members collectively agree that they shall not engage in any work stoppage or strike. The District agrees not to lock out its employees during the term of this Agreement.

ARTICLE X. LAYOFF, DISPLACEMENT AND RECALL ORDER

In the absence of any applicable state, county or civil service laws, rules or regulations, the following shall apply. It is understood and agreed that in the event of conflict between the following and any state, county or civil service laws, rules or regulations, that such law, rule or regulation shall apply.

The seniority order as defined herein shall be solely for this purpose and shall not be applicable to or used for other purposes.

A. Food Service Layoff,
Displacement and Recall Order

1. In the event that positions are abolished with a resulting layoff, such layoff shall be in reverse order of seniority within a job title (i.e., the person with the least continuous permanent service in the job title shall be the first to be laid off).

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2. In the event that a layoff occurs, an employee who has greater continuous permanent service may bump an employee with lesser continuous permanent service in a lower job title. The descending order of job titles are head cook, cook, assistant cook, lead food service worker, food service worker driver, food service worker.

3. Persons laid off or reduced in grade due to abolition of positions shall be placed on a preferred recall list for a maximum period of four years from the effective date of the layoff or reduction in grade. Preferred recall lists will be maintained for each job title. Persons on the preferred recall list will receive first offers of reemployment in order of seniority when permanent vacancies occur in the job title previously held (i.e., the person with the greatest continuous permanent service in the job title will be recalled first). Persons recalled must be able and willing to accept reemployment within fourteen (14) days of written notification of recall by the District. Failure of the employee to accept reemployment within fourteen (14) days of written recall notice shall waive all reemployment rights with the District. It shall be the responsibility of the employee to notify the District of any change in address.

ARTICLE XI. GRIEVANCE PROCEDURE

Any and all disputes covering the written terms and conditions of this Agreement shall be processed and resolved in the following manner:

In submitting a grievance, the employee is to identify the specific contract section which he/she alleges has been violated.

Any individual who is involved in a dispute as described above will in the first instance try to resolve same with his/her immediate supervisor. Discussion on same shall be conducted as quickly as operations permit within the school day. The names of the designated Shop Steward and Shop Chairperson shall be certified by a letter from the Union.

A. Grievances under this procedure shall be initiated either by the Union Shop Steward or the Superintendent of Schools.

B. Any unresolved grievance initiated by the Union shall in the first instance be presented in writing to the School Lunch Manager. Said supervisor shall render his/her determination covering the grievance within five (5) working days after the presentation of this grievance.

C. If the matter has not been resolved to the satisfaction of the Union by virtue of the supervisor's decision, the Union may then file the grievance, in writing, with the Personnel Administrator within five (5) working days after the supervisor's decision. The grievance shall then immediately be taken up by the Personnel Administrator, together with the employee and the Union Shop Steward concerned and a decision shall be rendered within ten (10) working days after receipt of the written grievance.

D. If the grievance has not been satisfactorily resolved at the second stage, the matter shall then be referred within five (5) working days after the Personnel Administrator's determination to a Joint Union Management Grievance Committee consisting of the Personnel Administrator, the Assistant Superintendent for Business, the appropriate Union Shop Chairperson, and a delegate designated by the Union. The Joint Committee shall, within fifteen (15) working days of receipt of the written grievance, render its decision.

E. If the grievance has not been satisfactorily resolved at the Joint Committee level, the matter shall then be submitted by the Committee, within five (5) days after its decision, to the Board of Education or to a Committee thereof, which shall, within thirty (30) days after receipt of the written grievance, render its decision which shall be final and binding on all parties.

F. In the case of a grievance initiated by the Superintendent, the grievance procedure shall commence at the Joint Union Management Grievance Committee stage of the above stated procedure.

G. The food service employees may designate a maximum of one (1) Shop Steward, who shall be designated Shop Chairperson and shall be recognized by the District as such for the purpose of settling grievances.

H. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved party to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

I. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently enjoys.

ARTICLE XII. WORKWEEK

The normal workweek for all regular full time cafeteria employees covered by this Agreement shall be five (5) days, Monday through Friday inclusive, consisting of thirty five (35) hours per week on the basis of seven (7) hours per day, exclusive of one half (1/2) hour for lunch.

ARTICLE XIII. OVERTIME

A. All overtime shall be assigned by job classification on a rotating nondiscriminatory basis, in each building, and then District wide, unless the employer determines that a particular employee with special skill is needed.

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B. Overtime, Monday through Saturday, shall be paid at the rate of time and one half (1 1/2) and shall be computed on a daily and weekly basis. However, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked.

C. All work performed on Sunday shall be paid at the rate of double time.

D. The present practice covering the date of payment of overtime shall be continued.

ARTICLE XIV. HIGHER JOB CLASSIFICATION

A. An employee who is expressly designated in writing by the Assistant Superintendent for Business to perform work at a higher paying job classification for a period of time of four (4) or more consecutive days shall receive compensation at the rate of pay of such higher job classification at his/her comparable step commencing with the first consecutive day in which he/she serves in said position, provided the performance in such position carries equivalent responsibility and is clearly of a quality commensurate therewith. In the event a food service worker is so designated and does perform as a cook, he/she shall receive the hiring rate of pay of the cook's schedule.

B. The above would not include work so designated due to absent employees being on a scheduled vacation.

ARTICLE XV. NOTICES OF PROMOTIONS

Notices of all full time positions within the unit shall be posted for five (5) days and all employees shall be entitled to bid on same. There will be "pre bidding" for additional hours in the school lunch program. Notice of vacancies for unit positions shall be sent to each kitchen in the District. Vacancies of other District positions (non- certificated positions only) shall be sent to the Unit President.

ARTICLE XVI. HOLIDAYS

A. 1. There shall be fourteen (14) guaranteed holidays for all full time twelve (12) month employees.

2. Part time employees shall have Thanksgiving Day, the day after Thanksgiving, Christmas Day and New Year's Day as paid holidays.

B. When work is required and performed on designated holidays, compensation shall be at double time rate, above the pay received for the holiday. Where possible, prior notice will be given where work is scheduled on a holiday. If a holiday occurs on an employee's vacation day, he/she will be allowed an additional day's vacation.

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C. The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.

D. Employees shall be given one additional day off to be used during the first snow day or emergency school closing of school. If no such closing shall occur, employees on the payroll shall be paid the one day at the end of the school year. Effective upon ratification of this agreement, employees shall be given a second day off to be used during the second snow day or emergency school closing of school. If no such closing shall occur, this second day shall not be paid to employees.

ARTICLE XVII. VACATIONS

Full time food service employees commence work one (1) week before the first day of student attendance in September and their services are concluded after the last day of student attendance in June whenever their required clean up, inventory and reports are satisfactorily completed. Their vacations consist of regularly scheduled school recesses Christmas, Winter and Easter, as well as other holidays when school is closed.

ARTICLE XVIII. VISITATION

A. The Union, through its representatives, shall have the right to visit schools in the District.

B. The Union shall, prior to visiting the District, notify and obtain the permission of the Superintendent, or his/her designee, of the time and place of the prospective visit. The Superintendent will not unreasonably withhold permission.

C. The Union representative shall at all times confine his/her visits to Union business and at no time shall he/she interrupt services or disrupt the functioning of the District.

ARTICLE XIX. CLOTHING ALLOWANCE

All food service workers, upon successfully completing their probationary period, shall receive a Two Hundred and Ten (\$210.00) Dollar per annum clothing allowance if said employee worked at least five (5) months consecutively in the preceding school year. This shall be considered a taxable fringe benefit.

ARTICLE XX. ANNUAL LEAVE DAYS

A. Employees who commenced employment prior to January 1, 2014 shall be allowed full pay during absence on account of personal leave, personal illness or illness in the immediate family as follows.

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1. Full time regular ten (10) month employees up to thirteen (13) days per year, cumulative to one hundred fifty (150) days. Up to three (3) days per year may be used for personal leave.

2. Part time hourly (10) month employees up to twelve (12) days of regularly assigned hours per year cumulative to eighty (80) days. Up to two (2) days per year may be used for personal leave.

B. Employees (including re-hires) who commenced employment on or after January 1, 2014 shall be allowed full pay during absence on account of personal leave, personal illness or illness in the immediate family as follows.

1. Full time regular ten (10) month employees up to seven (7) days per year, cumulative to one hundred fifty (150) days. Up to three (3) days per year may be used for personal leave.

2. Part time hourly (10) month employees up to six (6) days of regularly assigned hours per year cumulative to eighty (80) days. Up to two (2) days per year may be used for personal leave

C. The immediate family is defined as parents, parents in law, spouse, children, brother, sister, brother in law, sister in law, guardian, grandchildren or grandparent. Such absence will require oral approval followed by written notice upon return to work.

D. In the fall of each year the District will notify employees of their accumulated sick leave.

E. The reason for the personal day shall, upon request, be orally stated to the Personnel Administrator. Requests for such absence must be approved in writing forty eight (48) hours in advance of the leave. Such requests shall not unreasonably be denied. The following stipulations also shall apply:

1. No approval will be granted for days immediately preceding or following a vacation period or holiday unless the absence is clearly beyond the control of the employee; and

2. The Administration shall have the right, in its discretion, to limit the number of employees absent on any given day in the best interest of the School District.

F. Bereavement Leave

Absence for death in the immediate family as defined in paragraph "C" immediately above, shall be granted with no loss of pay to employees and shall not be charged against their leave credit. Such absences will require oral approval followed by written notice upon return to work.

Each bereavement shall be treated on an incident basis.

G. Jury Duty

Employees who are legally required to serve on Jury Duty shall receive their regular pay and shall return the Jury Duty allowance to the District. The mileage allowance will be retained by the employee.

H. One Year Leave

Upon thirty (30) days' written notice to the District, an employee may apply for a leave of absence of up to one (1) year. The application for the leave shall specify the requested length of time for the leave. Said leave shall be in lieu of the former maternity leave.

ARTICLE XXI. RETIREMENT

Full time employees who permanently retire shall be paid (\$95.00) per day for each day of unused accumulated leave time. If an employee dies while in the employ of the District the estate or beneficiary of the employee will receive the payment for the leave day accruals as if the employee retired.

In order to be eligible for the benefits contained in this Article XXI, an employee shall have served at least ten (10) years with the District as of his/her retirement date and also shall provide the District with at least six (6) months' written notice of his/her intention to retire. Notice shall be waived when the employee retires because of his/her serious illness or the serious illness of the employee's immediate family (defined herein as child, spouse or parent). A doctor's note may be requested by the District to verify illness.

ARTICLE XXII. PHYSICAL EXAMINATIONS

Physical examinations required by the District, including X rays at the discretion of the examining school physician, shall be paid by the District.

ARTICLE XXIII. HEAVY KITCHEN DUTY

The current practice of custodial employees being on call to perform heavy work in the school lunch kitchen shall be continued.

ARTICLE XXIV. BREAKS

All full-time employees shall receive two (2) ten (10) minute coffee breaks per shift.

All part-time employees shall receive one (1) ten (10) minute coffee break per shift.

ARTICLE XXV. CIVIL SERVICE LAW SECTION 75

In the event charges are filed by the District against an employee under Civil Service Law Section 75 and the employee is suspended from duty, such employee shall not receive pay pending the final disposition of the case unless the District's actions cause a delay in the disposition of the case. In the event the charges are not sustained, the employee may receive a back pay award.

ARTICLE XXVI. MISCELLANEOUS

A. Article XIV, Civil Service Law

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

B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

C. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be deemed part of the established policies of the Board.

D. Any individual agreement or contract between the District and unit employees shall be subject to and consistent with the terms and conditions of this Agreement.

E. If any provision of this Agreement or any application thereof shall be contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Employees may discuss matters of general interest which are nonnegotiable subjects with representatives of the District.

ARTICLE XXVII. DURATION

This Agreement shall be effective as of July 1, 2011 and shall continue through June 30, 2016.

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

UNITED PUBLIC SERVICE
EMPLOYEES UNION

SAYVILLE UNION FREE SCHOOL
DISTRICT

By: _____

By: _____

APPENDIX A – SALARY SCHEDULE

	0.00%	0.00%	1.50%	1.50%	1.50%
	<u>COOK</u>				
	7/1/11- 6/30/12	7/1/2012- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16
Hired Before 1/1/14:	\$34,326	\$34,326	\$34,840	\$35,363	\$35,893
Hired On or After 1/1/14:	N/A	N/A	\$24,750	\$25,121	\$25,498
	<u>HEAD COOK</u>				
	7/1/11- 6/30/12	7/1/2012- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16
Hired Before 1/1/14:	\$40,571	\$40,571	\$41,180	\$41,798	\$42,425
Hired On or After 1/1/14:	N/A	N/A	\$31,180	\$31,648	\$32,123

FOOD SERVICE WORKERS (HOURLY)

	7/1/11- 6/30/12	7/1/2012- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16
<u>Hired Before</u> 1/1/14:					
New Hire:	\$13.76	\$13.76	\$13.96	\$14.17	\$14.38
2nd Yr Employed:	\$15.50	\$15.50	\$15.73	\$15.97	\$16.21
3rd Yr Employed:	\$17.23	\$17.23	\$17.49	\$17.75	\$18.02
<u>Hired On or After</u> 1/1/14:					
New Hire:	N/A	N/A	\$11.50	\$11.67	\$11.85
2nd Yr Employed:	N/A	N/A	\$12.00	\$12.18	\$12.36
3rd Yr Employed:	N/A	N/A	\$12.50	\$12.69	\$12.88

LEAD FOOD SERVICE WORKER (HOURLY)

	7/1/11- 6/30/12	7/1/2012- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16
<u>Hired Before</u> 1/1/14:					
Hourly Rate:	\$19.29	\$19.29	\$19.58	\$19.87	\$20.17
<u>Hired On or After</u> 1/1/14:					
Hourly Rate:	N/A	N/A	\$14.00	\$14.21	\$14.42

4/20/2016

FOOD SERVICE WORKER-DRIVER
(HOURLY)

	7/1/11- 6/30/12	7/1/2012- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16
<u>Hired Before 1/1/14:</u> Hourly Rate:	\$18.31	\$18.31	\$18.58	\$18.86	\$19.15

<u>Hired On or After 1/1/14:</u> Hourly Rate:	N/A	N/A	\$13.00	\$13.20	\$13.40
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ASSISTANT COOK (HOURLY)

	7/1/11- 6/30/12	7/1/2012- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16
<u>Hired Before 1/1/14:</u> Hourly Rate:	\$21.83	\$21.83	\$22.16	\$22.49	\$22.83

<u>Hired On or After 1/1/14:</u> Hourly Rate:	N/A	N/A	\$17.00	\$17.26	\$17.52
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