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CAF/5766

**AGREEMENT**

**Between the**

**Board of Education**

**and the**

**School Lunchroom Unit**

**Suffolk Educational Local #870**

**Civil Service Employees Association, Inc.**

**Local 1000 AFSCME AFL-CIO**

**July 1, 2012 to June 30, 2016**

**North Babylon Union Free School District**

**North Babylon, New York**

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**PREAMBLE**

The Board of Education of the North Babylon Union Free School District, North Babylon Public Schools, and CSEA, Inc., Local 1000 AFSCME, AFL-CIO, the certified union by the North Babylon School District Lunchroom Unit of CSEA, Local 870, recognize a common responsibility for the improvement of the quality of educational services provided to students and community.

Both parties recognize that they can best attain their common objective and discharge common responsibilities through mutual consultation and through making mutually acceptable decisions in matters of common concern.

THEREFORE, this AGREEMENT is made and entered into between the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, the certified union by the North Babylon School District Lunchroom Unit of CSEA, Local 870, hereinafter referred to as the "CSEA," and the Board of Education of North Babylon Union Free School District, Town of Babylon, Suffolk County, hereinafter referred to as the "Board."

## WITNESSETH

### ARTICLE I

#### SECTION 1. RECOGNITION

The Board recognizes the CSEA as the sole and exclusive representative of the following employees of the Board:

Cook  
Food Service Worker/Transport Worker  
Food Service Worker (6 hours)  
Food Service Worker (4 hours)

Such recognition shall be for the term of this Agreement.

#### SECTION 2. DUES AND AGENCY SHOP FEE

- A.
1. Members and persons paying an agency shop fee who are employed for an average of four (4) hours or less per day or an average of twenty hours or less per week shall pay dues or an agency shop fee at a rate of one-half of the annual amount.
  2. Members or persons paying an agency shop fee who are employed on a seasonal basis may pay dues or an agency shop fee at the rate of 1/26<sup>th</sup> of the annual dues bi-weekly during the period of their employment.
  3. An annual amount of two dollars and sixty cents (\$2.60) or ten cents (\$.10) bi-weekly of the dues or agency shop fee paid by an individual shall be appropriated by the Association for political or ideological purposes. Any dues paying member of the Association or person paying an agency shop fee who objects to the appropriation of this portion of their payment for political or ideological purposes unrelated to collective bargaining shall have the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his/her objection with the State Treasurer during the month of October of each year. Upon receipt of such objection, the State Treasurer shall remit to the objector two dollars and sixty cents (\$2.60), or if the objector has not paid dues or an agency shop fee for each of the preceding twelve months, the State Treasurer shall remit to the objector an amount equal to ten cents (\$.10) for each bi-weekly period for which dues or an agency shop fee was collected.
  4. Any person paying an agency shop fee who asserts that the Association is expending more than the amount referred to in paragraph 3 for political or ideological purposes may file claim for such additional sum with the State Treasurer by registered or certified mail. The Treasurer will present the claim and substantiation therefor to the Board of Directors at its next regularly scheduled meeting. Based upon the substantiation submitted by the claimant, the Board of Directors shall notify the claimant of the determination of the Board of Directors within ten (10) days of said determination by registered or certified mail.

#### Responsibilities of the Parties

1. Except for negligence or carelessness of the Board or its Administration, the Board shall not be liable to the Association for the deduction,

collection, and transmittal to the Association of accelerated installments of dues upon the employees leaving the employ of the Board.

2. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Act, Education Law and other relevant statutes and case law.
3. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association as provided by law and this Agreement.
4. That any grievance with respect to the agency shop refund procedure shall be excluded from the contractual grievance procedure. A grievant shall look only to the Association for relief.
5. Notwithstanding the effective date of this Agreement, the implementation of this provision will take effect on the date of execution hereof. Further, the Board shall not be liable for such agency shop fees, deductible, if any, prior to the date of execution hereof.
6. It is expressly agreed by the parties that, in the event of such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.

- B. All full-time employees will have the opportunity to participate in a payroll deducted credit union.
- C. The district shall provide a list of all dues paying members and agency fee paying members to the Association's President on an annual basis.

### **SECTION 3. STRIKES – WORK STOPPAGES**

The parties recognize that strikes and other forms of work stoppages by district employees are contrary to law and public policy. The CSEA and the Board subscribe to the principle that differences shall be resolved by peaceful and approved means without interruption of the school program. The CSEA, therefore, agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by employees covered by this Agreement, or an instigation thereof by the CSEA or its representatives.

### **SECTION 4. TERM OF AGREEMENT**

- A. This Agreement and all its provisions shall be effective as of July 1, 2012, and shall continue in full force and effect through June 30, 2016.
- B. In the event any other provisions of this Agreement are, or shall at any time, be found or determined to be contrary to law, then such provisions shall not be applicable or the terms thereof be in force except to the extent permitted by law.
- C. In the event any part or provision of this Agreement as provided in sub-paragraph B shall be illegal, and either party desires a substitute provision hereto, the same shall be submitted to the other party and shall be subject to appropriate negotiations as herein provided. However, this Agreement cannot be changed or modified unless by mutual consent of both parties.

## ARTICLE II

### SECTION 1. EQUIVALENT PAY

When food service worker "A" is required to take over a cook's duties for a period of two (2) consecutive days, after two (2) days, he/she shall begin to receive appropriate pay for a cook on the food service worker's level of seniority. When food service worker "B" is required to take over "A" duties for a period of two (2) consecutive days, after two (2) days, he/she shall begin to receive equivalent pay for a food service worker on the food service worker's level of seniority.

### SECTION 2. HEALTH AND DENTAL INSURANCE

The Board shall pay the premiums of health and dental insurance plans to the following extent for all employees working six (6) hours or more a day:

- A. 80% of both individual and dependent premium costs for those members enrolled in the respective plans subsequent to May 1, 1972.
- B. Effective July 1, 1974, 100% of individual premium costs and 90% of the dependent premium costs for (a) those members enrolled in the respective plans prior to May 1, 1972, and (b) for those members who may be enrolled in the respective plans for four (4) years subsequent to May 1, 1972.
- C. New employees appointed to positions after July 1, 1987, requiring work of six (6) hours or more a day shall not receive any health or dental insurance paid for in any way by the District. Part-time employees appointed to full-time positions are eligible after successful completion of probation (26 weeks) in the new position. All other part-time employees are not eligible for any insurance benefits.
- D. Effective July 1, 2008, all seven (7) hour cooks will be eligible to participate in the District's dental insurance plan. The Board shall pay 80% of the premium of the dental plan for such employees.

### SECTION 3. LONGEVITY

The starting date for longevity shall be the employee's anniversary date. At such time as an employee's anniversary date indicates that he or she is eligible for longevity, he or she is to apply in writing to the Personnel Office in the Administration Building. Pay will be adjusted on a subsequent paycheck, and it will require at least a month to make the pay change.

Longevity shall be granted as follows:

<u>Position</u>	<u>Yrs. Of Service</u>	<u>Amount</u>
<b>Full-Time + 7 Hrs.</b>		
Effective 7/1/07-6/30/08	10 yrs.	\$575.00
	15 yrs.	\$650.00
	20 yrs.	\$750.00
	25 yrs.	\$900.00



Effective 7/1/08 – 6/30/16	10 yrs.	\$ 640.00
	15 yrs.	\$ 715.00
	20 yrs.	\$ 815.00
	25 yrs.	\$ 965.00

**4 Hrs. or more/day but less than 7 hrs.**

Effective 7/1/07 – 6/30/08	10 yrs.	\$ .90/hr.
	15 yrs.	\$ 1.00/hr.
	20 yrs.	\$ 1.10/hr.
	25 yrs.	\$ 1.20/hr.

Effective 7/1/08-6/30/16	10 yrs.	\$ 1.15/hr.
	15 yrs.	\$ 1.25/hr.
	20 yrs.	\$ 1.35/hr.
	25 yrs.	\$ 1.45/hr.

**SECTION 4. ADDITIONAL TIME**

In case it is necessary for any Food Service Worker to perform any service after the regular working hours (whether a 4-hour or a 6-hour assignment), the Lunch Director shall approve such additional time in advance.

**SECTION 5. PAID HOLIDAYS**

Five (5) paid holidays are granted (Thanksgiving Day, the day after Thanksgiving, Good Friday, Christmas Day, and New Year's Day) for all employees working six (6) or seven (7) hours per day. The school calendar holidays will be followed.

Four (4) paid holidays are granted to all part-time personnel (Thanksgiving, the day after Thanksgiving, Christmas Day, and Good Friday). The school calendar holidays will be followed.

**SECTION 6. PERSONAL DAYS**

Two (2) personal leave days are granted to full-time lunchroom personnel. Effective July 1, 2001 three (3) personal leave days are granted to full-time lunchroom personnel. After one (1) year of service, unused personal leave days shall be added to the employee's sick leave. Effective July 1, 1981, all Food Service Workers part-time are to receive one (1) personal leave day per year. Effective July 1, 2001 all Food Service Workers part-time are to receive two (2) personal leave days per year. This day cannot be taken immediately before or after a regular school holiday period, i.e., Christmas vacation, mid-winter vacation, spring vacation, unless special circumstances warrant it.

Personal day request forms will be submitted to the office of the Assistant Superintendent for Personnel five (5) days prior to the requested date(s). This time

requirement may be waived for emergency or exceptional circumstances. These forms will be a part of the contract.

This personal day request must be approved by the School Lunch Director and the Assistant Superintendent for Personnel and may be used for the following purposes: bereavement, house closings, and special graduations.

A personal day is defined as a day on which personal business must be transacted which cannot be transacted at any other time. This day cannot be used for monetary gain, employment, or entertainment.

#### **SECTION 7. SICK DAYS**

Five (5) sick days per year shall be granted to all lunchroom personnel who have completed one (1) full year of service, (employees working four (4) or six (6) hours). Cooks and full-time employees shall be granted ten (10) sick days per year. These days shall be unlimited accumulative. New hires after January 1, 1992 shall receive three (3) and six (6) days respectively. A doctor's note may be required of any employee after any three (3) consecutive days' absence.

Employees are eligible to redeem accumulated sick leave annually on June 30<sup>th</sup>. The maximum pay out under this provision shall be four (4) days' pay.

#### **SECTION 8. SPECIAL DINNERS**

Special dinner rate of pay will be at the employee's rate of pay, plus one dollar per hour for student functions. Employees will receive time and one-half for all "outside" functions. Two (2) workers shall be assigned to all such catered dinners when the assignment is not directly related to a North Babylon School District program.

#### **SECTION 9. UNIFORM ALLOWANCE**

- A. A \$175.00 allowance for the purchase of uniforms shall be granted to all personnel who have completed one (1) full year of employment. Effective July 1, 2013, the uniform allowance shall be increased from \$175 to \$200, following the completion of one year of employment.
- B. All employees must wear appropriate uniforms, with white shoes, with the exception of substitutes. Appropriate uniforms are defined as distinctive clothing associated with commercial kitchen dress, white shoes and no blue jeans.
- C. A uniform allowance check will be distributed at the beginning of the school year to all employees who qualify for this benefit and not later than October 31.
- D. All employees who receive uniform allowance will provide a receipt for all uniforms/shoes purchased on or before December 15th. If receipt is not received, said money would be deducted from a following paycheck.
- E. Employees shall be required to wear a District supplied photo id badge during all work hours, and not during non-work hours.

## **SECTION 10. WAGES**

The salary schedule for 2012-2013, 2013-2014, 2014-2015, and 2015-2016 shall be as set forth in Appendix (SL) A and (SL) B attached.

## **SECTION 11. WAITING PERIOD**

Effective July 1, 1981, there shall be a one-year waiting period for all benefits, unless otherwise specified, with the exception of the unpaid leave of absence request, which will require a two-year waiting period.

## **ARTICLE III**

### **SECTION 1. BEREAVEMENT**

After 26 weeks of service, all employees will be afforded three (3) days leave, with pay, for death in the immediate family, for each occurrence. Immediate family shall be defined as husband, wife, children, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, and grandchildren.

### **SECTION 2. DISTRICTWIDE APPOINTMENTS**

All appointments made by the School Board for employment in the North Babylon District, are not restricted to a specific school or building.

### **SECTION 3. GRIEVANCE**

No time will be taken from duties in grievance matters, unless arrangements have been made with the School Lunch Director.

### **SECTION 4. PROMOTIONAL QUALIFICATIONS**

The following will be considered minimum qualifications for promotion:

1. Ability
2. Job Performance
3. Attitude
4. Experience
5. Written Evaluations
6. Seniority

Final selection for promotional positions will be made at the recommendation of the School Lunch Director and the Assistant Superintendent for final approval by the Board of Education.

## **SECTION 5. POSITION VACANCIES**

- A. If a vacancy exists for any six-hour or full-time (cook) position in our school district, said position will be announced to all employees by posting or written notice in each kitchen. Employees will have five (5) days in which to respond in writing indicating their interest in position.
- B. Posting of positions – When school is not in session, the Unit President and C.S.E.A. office will be sent notice of all vacancies within the unit. All Lead positions will also be posted.

## **SECTION 6. LEAVE OF ABSENCE**

An unpaid leave of absence may be granted by the Board of Education under the following conditions: An employee who has successfully completed a two-year period and must be off work because of illness or disability, as verified by his or her physician, shall be allowed to return to work within one year from the date of the illness or disability.

Upon his or her return, such employee shall furnish the District with a doctor's statement of fitness. If the employee does not return within the period specified above, he or she shall be permanently laid off. Thereafter, if the employee wants to seek reemployment within the District, the District shall make every effort to reemploy such employee if he or she was in good standing at the time of his or her departure. The employer shall not unreasonably withhold such reemployment rights.

All fringe benefits enjoyed by the employee shall be frozen during his or her leave of absence and shall be restored only if he or she returns within the year. The employee shall further be placed on the same step of the wage schedule that he or she was on when he or she left.

The above shall not apply in instances of maternity. In this instance, the District shall be obligated to follow guidelines established by federal agency(ies) or a court(s) of competent jurisdiction.

The same shall take effect after all accumulated sick leave has been exhausted.

## **SECTION 7. LUNCH PERIOD**

The half-hour lunch period for full-time employees is to be taken before or after the children's lunch period.

## **SECTION 8. NOTIFICATION OF ASSIGNMENT**

All employees will be notified in writing of their assignments for the new school year, no later than August 15<sup>th</sup>. Correspondence to employees should be postmarked no later than August 12<sup>th</sup>. Should there be a special need to alter annual assignments at any time after the August 12<sup>th</sup> notification the Director will discuss the implementation of the change at a labor management meeting called for this purpose. There shall be three (3) representatives of the unit and three (3) of the District unless either party gives prior notice to the other. This will provide the association with the opportunity for input prior to the implementation of change.

## **SECTION 9. PAST PRACTICE**

The policies and administrative regulations of the Board of Education, together with this contract, establish the benefits enjoyed by the employees of this Association.

## **SECTION 10. PROBATIONARY PERIOD**

All workers must complete 26 weeks of satisfactory employment. In the event of disciplinary action, the employee will be notified in writing. While serving a probationary period in a promotional position, an employee shall have the position he or she previously held, held open for him or her until the completion of his or her probationary period in the promotional position.

Before completion of the eighth week of the probationary period, the employee will receive written notice indicating whether or not the probationary period is to be continued to the twenty-sixth week.

## **SECTION 11. TIME AWAY FROM DUTY**

The President, or his or designee, is to be allowed two (2) hours per month, without loss of pay, to handle problems or grievances which may arise during the term of this agreement.

## **SECTION 12. UNSATISFACTORY SERVICE**

An employee may be held at his or her current step on the salary schedule for service deemed unsatisfactory. Evaluation report forms will be completed annually for each employee no later than June 10<sup>th</sup> of each year.

## **SECTION 13. WORKING SCHEDULES**

The number of working hours for all hourly food service employees will be determined by the School Lunch Director. Cooks will work the teachers' calendar plus two days. Cooks may be required to attend up to five (5) meetings each year, after school hours, for a duration of no more than one (1) hour each, without additional compensation. Should Cooks be required by the School Lunch Director to attend such meetings, and if those meetings last more than one (1) hour each, they shall be compensated for the additional time.

## **SECTION 14. DISCHARGE OR DISCIPLINARY ACTION**

After 26 weeks of service (one [1] year for those hired after January 1, 1992), all employees covered under this agreement shall be given protection of Section 75 of the Civil Service Law as it pertains to discharge or disciplinary action. However, the aforesaid provision shall not apply to temporary employees hired by the District under Section 9 of Article III.

## **SECTION 15. EDUCATIONAL TRAINING SESSIONS**

There may be two (2) Educational Training Sessions:

- A. ¾ hour duration – no compensation
- B. and any mandated state or county training sessions needed for certifications – no compensation.

## **SECTION 16. SENIORITY, LAYOFF, ETC.**

- A. Title seniority is defined as continuous service in a particular title within a department of the District.

Departmental seniority is defined as continuous service with the employer in a department of the District. The employer shall establish Title and Departmental lists for food service employees. Such lists shall be posted in each work location.

- B. For layoff purposes of food service employees, the employee(s) with the least title seniority shall be the first to be removed until the total number of employees required to decrease forces shall be established. Having exhausted his or her seniority in current title, the displaced employee shall exercise his or her departmental seniority to displace an employee in lower job title who has less departmental seniority than the removed employee. Recall shall be in the inverse order of layoff.
- C. As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is (a) on leave of absence; (b) on layoff; (c) absent from and unable to perform the duties of his or her position by reason of a disability resulting from occupational injury or a disease; (d) such other periods of service, if any, as the Civil Service Law requires to be treated as a part of the employee's continuous service.
- D. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his or her seniority rights only when one or more of the following occur: (a) the employee resigns unless he or she is reinstated within the period permitted by any provisions of the Civil Service Law applicable to him or her; (b) he or she refuses a recall.
- E. If two or more employees are hired or appointed on the same date, a relative seniority shall be determined by a method agreed-upon by the Union and the employer.

## ARTICLE IV

### SECTION 1. RETIREMENT

The North Babylon Board of Education has agreed to provide the 1/60 Retirement Plan (Section 751) for all full-time and part-time non-instructional employees who are members of the New York State Employees Retirement System.

## ARTICLE V

### SECTION 1. OTHER BENEFITS

- A. The Board agrees that any employee who is eligible for retirement, in accordance with the established policies of the New York State Employees' Retirement System, and who submits a written request for retirement to the Board of Education prior to March 1<sup>st</sup>, can then retire any time up to the conclusion of the following fiscal year and will be eligible for the following benefit: payment for unused sick leave days at the rate of one (1) day for every two (2) days accumulated (at the employee's rate of pay at retirement). A maximum of seventy-five (75) days will be allowed for payment to those full-time employees who have accumulated one hundred fifty (150) or more sick days. A maximum of fifty (50) days will be allowed for payment to those part-time employees who have accumulated one hundred (100) days or more.
- B. Inclement Weather – Official notifications of school closing due to inclement weather or other emergencies as they might arise, shall be announced on local radio stations, WBAB and WGLI. Employees will be entitled to receive their full pay for up to two (2) emergency closings in any school year. Posters also announcing this information shall be located in the cafeteria office in each building. If employees are sent home because of school closing due to inclement weather or other emergency situations, such employees shall receive pay to the next full hour.
- C. Regular employees who die while in service to the District shall have the value of their accumulated unused sick leave paid to their estate at the rate of one (1) day's pay for every three (3) days accumulated.
- D. Copies of this Agreement shall be provided to all new employees at the same time notice of the employment is sent to the Association President.
- E. After completion of their probationary period, full-time cooks shall receive a term life insurance policy in the face amount of \$10,000.00.
- F. Employees required to hold a Food Handler certificate will receive paid time off from work with prior approval of the School Lunch Director to take the Suffolk County Food Handler examination, and upon presentation to the School Lunch Director of proof of passage of said examination, the employee shall be entitled to reimbursement of the cost of taking the examination in an amount up to thirty (\$30.00) dollars. Employees will not receive approval for time off from work with pay to take the Food Handler examination more than once per school year.

## ARTICLE VI

### SECTION 1. DURATION

The provisions of this Agreement shall be effective July 1, 2012 and shall continue in full force and effect until June 30, 2016.

## ARTICLE VII

### GRIEVANCES

#### SECTION 1. DEFINITION OF GRIEVANCE

The term "grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this Agreement.

#### SECTION 2. PROCEDURE TO BE FOLLOWED

##### 1<sup>st</sup> Stage

- (a) An employee of the unit who claims to have a grievance shall present his/her grievance to his/her supervisor or department head, in writing, within five (5) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
- (b) The supervisor or department head shall discuss the grievance with the employee and shall make such investigation, as he/she deems appropriate.
- (c) Within ten (10) days after presentation of the grievance to the supervisor or department head, said supervisor or department head shall make his/her decision and communicate the same, in writing, to the employee presenting the grievance, the Superintendent of Schools, and to the President of the Association.

##### 2<sup>nd</sup> Stage

If the grievance is not resolved by the supervisor or department head on the basis of the 1<sup>st</sup> Stage, the Superintendent of Schools shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives:

- (a) The employee may request to the Superintendent of Schools a review of the determination made by the supervisor or department head in the 1<sup>st</sup> Stage in this procedure. ~~Said request for review by the Superintendent of Schools shall be submitted, in writing, within seven (7) days after the receipt of the said determination in the 1<sup>st</sup> Stage of this procedure.~~ The Superintendent of Schools will review the decision in the 1<sup>st</sup> Stage of this procedure, and make a determination within twenty (20) days of the receipt of the request for a review. The Association has the right to present to the Superintendent of Schools, in writing, within seven (7) days after the receipt of the determination in the 1<sup>st</sup> Stage of this procedure, a brief outlining its views on the grievance.
- (b) The employee and/or his/her representative may request, in writing, a hearing with the Superintendent of Schools to review the determination made in the 1<sup>st</sup>



Stage of this procedure. The said request must be submitted to the Superintendent of Schools within seven (7) days after receipt of the determination made in the 1<sup>st</sup> Stage of this procedure. The office of the Superintendent of Schools shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the Association of the date. The hearing shall take place within fourteen (14) days of the receipt of this request. The Superintendent of Schools shall submit to the employee and/or his/her representative his findings upon such review within twenty (20) days after the conclusion of said hearings. The Association has the right at the hearing to present orally, or in writing, a brief giving its views on the grievance.

### **3<sup>rd</sup> Stage**

- (a) Either party to this Agreement may appeal from the determination of the Superintendent of Schools after the completion of the 1<sup>st</sup> Stage and the 2<sup>nd</sup> Stage, as outlined under this procedure, upon written notice within five (5) days after the receipt of the determination by the Superintendent of Schools. Such appeal may be taken to an impartial arbitrator selected pursuant to the Voluntary Arbitration Rules of the American Arbitration Association. The cost of any such arbitration shall be borne equally by the Board and the Association.
- (b) The award of such arbitration shall not be final or binding but shall be advisory in nature only and shall include a statement of the arbitrator's findings in fact, conclusion and recommendations.
- (c) The Board has the legal responsibility to make a determination in these cases. However, the Board pledges to give careful consideration to the recommendations of the arbitrator in exercising this responsibility. Action by the Board will be taken within forty-five (45) days after receipt of the arbitrator's report and recommendations.
- (d) The employee instituting a grievance shall have the right at all stages to proceed personally, or through the Association representative, or any other representative of his or her own choice. If the employee should not designate the Association to represent him or her, the Association shall have the right to be present at all stages of the procedures herein set forth.

## **ARTICLE VIII**

### **Compliance with the Taylor Act (Sect. 204-A)**

"A. S 204-A. Agreements between public employers and employee organizations.

- 1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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.

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud to any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of his act, a copy of this section shall be furnished by the chief fiscal officer of each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."

## **ARTICLE IX**

### **Title IX**

It is the policy of the North Babylon Union Free School District not to discriminate on the basis of sex in its educational programs, activities, or employment policies as required by Title IX of the 1972 Educational Amendments. Inquiries regarding compliance with Title IX may be directed to Salvatore Carambia, North Babylon School District, 5 Jardine Place, North Babylon, N.Y., telephone: (631) 620-7036, or to the Director of the Office for Civil Rights, Department of Health Education, and Welfare, Washington, D.C.

### **Section 504**

The North Babylon Union Free School District does not discriminate against the handicapped in admission or access to, or treatment or employment in its programs and activities, as required by Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with Chapter 504 may be directed to Salvatore Carambia, North Babylon School District, North Babylon, New York 11703, (631) 620-7036, or to the Department of Education, Washington, D.C.

**DURATION**

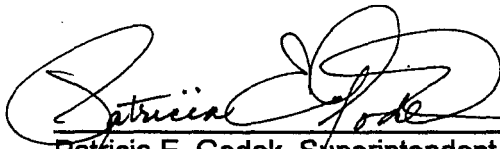
The provisions of this agreement shall be effective July 1, 2012, and shall continue in full force and effect until June 30, 2016.



Janet Meyerson, President  
Board of Education  
North Babylon Union Free School Dist.  
Town of Babylon  
North Babylon, New York



Jennifer Celentano, President  
School Lunchroom Unit  
Suffolk Educational Local #870  
C.S.E.A.  
North Babylon, New York



Patricia E. Godek, Superintendent  
North Babylon Union Free School Dist.  
North Babylon, New York



Rachel Langert  
District Labor Relations Specialist  
Civil Service Employees Assoc., Inc.



Erin Aristy, District Clerk  
North Babylon, New York

**SCHOOL LUNCHROOM SALARY SCHEDULE**

**COOKS**

<b><u>STEP</u></b>	<b><u>2012-2013</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
1	22,100	22,376	22,600	22,826
2	23,094	23,383	23,617	23,853
3	24,087	24,388	24,632	24,878
4	25,089	25,403	25,657	25,914
5	26,085	26,411	26,675	26,942
6	26,579	26,911	27,180	27,452
7	27,078	27,416	27,690	27,967
8	28,587	28,944	29,233	29,525

**DIFFERENTIAL**

<b>POSITION</b>	<b>RATE (Effective July 1, 2008)</b>	
High School "Charge" Cook	\$ 500	
Robert Moses "Charge" Cook	\$ 500	
Robert Moses "Charge" Cook	1 <sup>st</sup> year of service	\$ 300
	2 <sup>nd</sup> year of service	\$ 400
	3 <sup>rd</sup> year of service	\$ 500
Elementary School Cooks	1 <sup>st</sup> year of service	\$ 300
	2 <sup>nd</sup> year of service	\$ 400
	3 <sup>rd</sup> year of service	\$ 500

**NOTE:** The North Babylon Board of Education has agreed to provide 1/60 Retirement Plan (Section 751) for all full time and part time non-instructional employees who are members of the New York State Employees' Retirement System.

**SCHOOL LUNCHROOM SALARY SCHEDULE**

**FOOD SERVICE WORKERS PART-TIME/TRANSPORT WORKERS**

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
1	13.24	13.41	13.54	13.68
2	13.56	13.73	13.87	14.01
3	14.18	14.36	14.50	14.65
4	14.77	14.95	15.10	15.25
5	15.30	15.49	15.65	15.81
6	15.79	15.98	16.14	16.30
7	16.48	16.69	16.86	17.03

**DIFFERENTIALS**

**POSITION**

**RATE**

Transport Worker

\$ .40/hr.

6-hour (secondary)

1<sup>st</sup> year of service \$ .10/hr.

2<sup>nd</sup> year of service \$ .20/hr.

3<sup>rd</sup> year of service \$ .30/hr.

APPENDIX (SL) B

# NORTH BABYLON UNION FREE SCHOOL DISTRICT ABSENCE REQUEST

**INSTRUCTIONS:**

1. This form is to be used for an absence request due to **personal business, vacation and a leave of absence**. Do not request more than one type of absence on the same request form. This form is to be completed by all employees except NBTO members.
2. To request an absence for **personal business**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **personal business absence** request shall have prior authorization of either the Superintendent of Schools or a designated representative(s), in accordance with the district's administrative regulations.
3. To request an absence for **vacation**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **vacation request** shall have **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative.
4. To request a **leave of absence**, complete all necessary information and submit the request to the unit administrator **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative. Include an explanation of the reason for the requested leave of absence.

Employee Name _____		
Last	First	Middle
Position _____	School / Location _____	Date _____

<b>Type of Absence Requested:</b> (Check one and complete appropriate section)		
_____ Personal Business	_____ Vacation	_____ Leave of Absence
<b>Is a Substitute Needed</b> _____ Yes _____ No		

<b>PERSONAL BUSINESS REQUEST:</b> I hereby request the following date(s) of absence(s) to conduct personal business that cannot be conducted at any other time beyond the daily work days
Number of personal days requested _____
Dates of absence requested _____

<b>VACATION REQUEST:</b>
Number of vacation days requested _____
Vacation dates requested _____

<b>LEAVE OF ABSENCE REQUEST (UNPAID)</b>
Duration of Requested Leave (Number of days, weeks, months, or years) _____
Starting Date of Requested Leave _____ Date You Will Return to Work _____
Reason: _____

Employee Signature _____	Date: _____
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<b>UNIT ADMINISTRATOR AUTHORIZATION/RECOMMENDATION</b>	
_____ <b>APPROVAL RECOMMENDED</b>	_____ <b>APPROVAL NOT RECOMMENDED</b>
<b>COMMENT:</b> _____	
Administrator Signature: _____	Date: _____

<b>SUPERINTENDENT APPROVAL (OR DESIGNEE)</b>	
_____ <b>ABSENCE APPROVED</b>	_____ <b>ABSENCE NOT APPROVED</b>
<b>COMMENT:</b> _____	
Signature: _____	