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**Contract Database Metadata Elements**

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Union: **Food Service Employees, SEIU, AFL-CIO**

Local: **74**

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TERMS and CONDITIONS

OF EMPLOYMENT

BETWEEN the

PINE BUSH CENTRAL SCHOOL DISTRICT

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

FILED  
FEB 1 2007

and

OFFICE OF THE CHAIR

LOCAL 74

of the

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

FOOD SERVICE

September 1, 2004

to

AUGUST 31, 2008



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TERMS and CONDITIONS  
OF EMPLOYMENT  
BETWEEN the  
PINE BUSH CENTRAL SCHOOL DISTRICT  
and  
LOCAL 74  
of the  
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO  
FOOD SERVICE  
SEPTEMBER 1, 2004  
to  
AUGUST 31, 2008

Collective Bargaining Agreement

Agreement, effective September 1, 2004, by and between the Pine Bush Central School District, hereinafter referred to as the "District", and Local 74 of the Service Employees International Union, AFL-CIO, hereinafter referred to as "Local 74".

WITNESSETH

In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

## ARTICLE I - RECOGNITION

The District hereby recognizes Local 74 as the exclusive bargaining representative for all employees holding the position of:

- A. Satellite Kitchen Manager
- B. Assistant Cook
- C. Food-Service Worker

## ARTICLE II - DUES CHECKOFF

A. The District shall, on or before the tenth (10) day of each month of each year during which this contract is in effect, deduct from the wages of each employee from whom it receives a written authorization form, and shall continue to make such deductions while the authorization remains in effect, the Union dues for the current month.

The right to fix other amounts as Union dues and initiation fees is specifically reserved by Local 74 and shall be promptly acted upon by the District upon due written notice to the District.

When new employees are employed and they join Local 74, the District shall deduct the Union initiation fee as set by Local 74.

The District shall hold such sums deducted from its employees and transmit them promptly to Local 74. The District shall not make any charges for deducting or remitting such sums so deducted and collected.

Each employee who fails voluntarily to acquire or maintain membership in good standing in Local 74 shall, as a condition of continued employment, beginning on the thirtieth (30<sup>th</sup>) day after his/her initial employment, or thirty (30) days after the execution of this Agreement, whichever is later, pay to the Union, directly or by agency fee deduction, a service charge as a contribution toward

the administration of this Agreement and the representation of such employees.

B. The District shall deduct contributions to SEIU Committee on Political Education (COPE) from the wages of each employee from whom it receives a written authorization form. The District will hold such sums deducted and transmit them to Local 74. The District will not make any charges for deducting or remitting such sums so deducted and collected.

### ARTICLE III - MANAGEMENT RIGHTS

The District reserves all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the expressed terms and conditions of this Agreement.

### ARTICLE IV - WORK WEEK

A. Each employee shall have a regular work week Monday to Friday with the number of hours to be designated by the District. Any employee performing work in excess of his/her regularly scheduled hours, shall be additionally compensated on a straight time hourly basis.

B. All time worked after 8 hours in a day where 40 hours are worked in a week shall be compensated for at the rate of time and one-half the normal rate of pay.

C. All employees working 4 hours or more in any one day shall be entitled to one 20 minute coffee break at a time designated by the District. Employees working 5 hours or more per day shall be entitled to two 10 minute coffee breaks at a time designated by the District.

D. A seniority list will be developed and maintained by the District. Seniority shall be a consideration in cases of transfer and appointment to new positions. Unit members who wish may advise the District that they want to substitute in other unit positions. The District will give these employees an opportunity to substitute in these positions. Their continued eligibility to substitute will depend on successful evaluations by the District. Except in the case of emergency situations,

the local unit's shop steward will be advised of all new positions and/or planned transfers two weeks in advance of such actions. The District shall immediately post all job openings in the schools; the shop steward will be responsible for notification to the members.

#### ARTICLE V - JOB SECURITY

A. There will be a ninety (90) day probationary period for each employee hired prior to May 24, 2005 during which time the District shall have the unilateral right to discharge the employee. The probationary period shall be one hundred twenty (120) days for employees on or after May 24, 2005. Subsequent to the probationary period, the employee may only be discharged for cause.

B. Seniority shall be computed on a District-wide basis. In the event of a reduction in force, each layoff shall be conducted in the reverse order of seniority with the least senior employee being laid off first. The right to return from layoff shall extend for one (1) year.

C. The District shall give a minimum of two weeks notice of termination to any employee or two weeks pay in lieu thereof. This provision shall not apply in cases of discharge for cause.

D. An employee who is absent due to illness or injury must notify his/her supervisor at least two hours prior to the start of the work day for which sick leave is requested to be eligible for paid sick leave, except for an emergency, when the earliest possible notice will be given.

E. The District shall have the right to require a medical doctor's certificate as proof of illness or injury before being obligated to pay sick leave benefits to an employee, provided the employee has been out of work three (3) consecutive working days or more.



F. Unless required by law, the District will no longer require employees to submit to an annual physical examination. The District shall have the right to require a physical examination of an employee who has been on sick leave or absent due to illness. If the District suspects that the employee has a communicable disease, the District may require the employee to have a physical examination before allowing the employee to return to work. The District will pay for the physical examination.

G. Local 74 Union delegates shall have the right to visit employees on the job, provided they receive permission from the Director of Food Services and the Building Principal. These visitations will take place during the employee's break, before work, or after work.

#### ARTICLE VI - GRIEVANCE AND ARBITRATION

All disputes and grievances concerning an expressed term or condition of Agreement shall be submitted, in writing, by the employee involved to his or her superior for resolution within twenty (20) calendar days of the incident.

If the parties are unable to resolve the dispute within twenty (20) calendar days, Local 74 shall submit a written statement describing this dispute, identifying the Article and paragraph in this Agreement that has been violated, to the Superintendent of Schools.

The Superintendent of Schools shall have twenty (20) calendar days to render a decision. If the Superintendent does not resolve the dispute, either party may submit the dispute to arbitration within twenty (20) calendar days of the Superintendent's decision. If the parties cannot agree on an arbitrator, an arbitrator shall be selected in accordance with the procedures of the American Arbitration Association and the cost thereof shall be borne equally by Local 74 and the District. The decision of the arbitrator shall be final and binding.

## ARTICLE VII - LEAVE TIME

A. Employees hired on or before February 25, 1997 shall receive twelve (12) days per year at the rate of 1.2 per month as paid sick days. At the option of the employee, six (6) of those twelve (12) days may be used as personal days provided that personal days are not to be used for gainful employment, vacation, or personal business that can be completed when the employee is not scheduled to work. Personal days may be used for attending a school function of an employee's child or grandchild, regardless of whether the child is a student in the Pine Bush Central School District. The employee must request the personal day five (5) days, or the maximum notice possible in the particular situation in advance on the District form, stating the reason for the personal day request. In the event the employee, for good cause, does not wish the reason for the leave to be documented, he/she may orally advise the Assistant Superintendent, or his designee, of the basis for the request and such shall be kept in strictest confidence. Two personal day requests may be submitted without reason, providing it is submitted five working days in advance of the date requested. Personal days before or after a scheduled holiday period may be authorized at the discretion of the Superintendent or his/her designee. A written notice that an employee will be absent immediately before or after a scheduled holiday period shall include the reason(s) for such absence. Unused sick days may be accumulated to a maximum of 180 days. Employees who have accumulated more than 180 days will be capped at their current total. Under no circumstances shall an employee be permitted to take more than two (2) consecutive personal days.

B. Employees hired after the February 25, 1997 will receive 10 days of sick leave time in their first year of employment, 11 days of sick leave time in their 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of employment and 12 days of sick leave time in their 5<sup>th</sup> and subsequent years of employment.

C. Upon the death of parent, mother or father-in-law, spouse, child, sibling or grandparent, unit employees shall be permitted to take up to four days of bereavement leave with pay. One day per year of such leave may be charged as bereavement leave, with the balance of three days being deducted from the total number of sick leave days allocated to the particular employee.

D. Sick days are for the purpose of use in case of illness. At the end of each school year, employees may elect to cash in unused sick days of the year's allotment at the regular hourly rate of pay times the number of hours regularly scheduled to work each day. The amount shall be pro-rated should an employee leave his/her employment during the school year. Employees shall be paid for their cash-in of unused sick leave on the July 15<sup>th</sup> following the fiscal year in which the time was earned. Employees who have accumulated at least one hundred (100) leave time days at the time of resignation or retirement, shall be eligible to cash in such accumulated unused leave time at 20% of the accumulation.

E. Time for responding to jury duty shall be allowed without the loss of leave days or pay. The employee shall make every effort to return to school if released early in the day from jury duty. Under this clause, an employee must demonstrate that he/she has made an effort to schedule such duty for the summer recess period by submitting a photocopy of (a) his/her jury duty card indicating his/her preferential months for jury duty, or (b) a timely letter to the Commissioner of Jurors expressing a preference for assignment in the summer months.

F. Requested time off shall be deducted when the time is taken, not when requested.

G. Unit employees having more than three years' seniority shall be entitled to unpaid leaves of absence not to exceed two months in accordance with the following provisions:

In determining the reasonableness of the request paramount will be the District's ability to obtain coverage during the leave.

The District may also consider the past history, number of other unit employees currently on leave, and the number of requests previously granted to the particular employee.

Leaves of absence without pay shall not be unreasonably denied under these provisions. It is understood that such leaves are not to be used for the purpose of gainful employment.

### ARTICLE VIII - NO STRIKES OR LOCKOUTS

There shall be no strike, slowdown, mass resignation, refusal to work or any other act, which constitutes a complete or partial work stoppage which disrupts the work process of the District in any way on the part of one or more employees or on the part of Local 74 or its representatives during the life of this Agreement. The District shall not lock out the employees during the term of this contract.

### ARTICLE IX - WAGES

A. Employees shall be paid in accordance with the schedule attached hereto, labeled Appendix "A".

B. Wages will be paid on or about the 10<sup>th</sup> and 25<sup>th</sup> of the month, September to June annually in twenty-one (21) pay checks..

C. The District will furnish each employee with an itemization of the wages due him/her. This itemization shall specify all deductions required to be made therefrom.

D. Any employee assigned to perform work of a higher classification shall be paid at the contractual rate of pay for that classification.

E. In the event that an employee is not at work and no substitute can be obtained, the other employees at that site shall be paid, in equal amounts, the wages for that time that is not filled by another worker. The additional pay to be received by employees at the site where no substitute can be obtained shall be based on the substitute rate of pay. For example, if there are four employees in the kitchen, and one three hour worker can not work and no substitute can be obtained, then the workers shall receive one hour pay at the substitute rate of pay. If the person is late, then the share shall be based upon the time that the worker was delayed only. This provision shall not apply to situations when employees are called in for additional hours. In such cases, the employee shall receive his/her current rate of pay.

#### ARTICLE X - MISCELLANEOUS PROVISIONS

A. The District shall provide all Food Service Workers, after serving the probationary period, with the following uniform:

4 woven pants - drawstring (black) or 4 fly front pants (black)

5 shirts

5 aprons

Hairnets as needed

Any uniforms purchased over and above the list set forth above shall be at the employee's expense.

It shall be the District's sole discretion to choose a vendor to supply the uniform.

Employees will be required to wear their uniform while working. Any deviation of this uniform must receive the prior approval of the Food Service Director or his or her designee.

B. The District shall provide each non-probationary unit member with an annual shoe allowance of \$60. Black shoes must be worn by all unit members unless another color has been approved by the Director of Food Services.

C. Workmen's Compensation shall be provided for all members of the unit.

D. All unit employees shall receive copies of any documentation placed in their personnel records. Confidential information shall be excluded from this provision. Confidential shall mean employment and school references such as normally sought at this time of employment.

E. All managers will be notified of the absence of their respective employees.

F. When a manager is out, the District will choose someone to be in charge.

G. The District will maintain a chain of command of supervision of kitchen personnel.

H. Job descriptions will be available for all unit members.

I. Unit members may elect to participate in the District's health insurance plan at their own cost. Those choosing to do so may opt for individual or family coverage.

J. The District shall contribute 3 cents per hour per unit member to the Local 74 Scholarship Fund.

#### ARTICLE XI - LEGISLATIVE APPROVAL

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

ARTICLE XII - DURATION

This contract shall be effect for three years from September 1, 2004 to August 31, 2008.

Rm [Signature]

Pine Bush Central School District

Date: 12/1/05

Mary T. [Signature]

Local 74, SEIU, AFL-CIO

Date: November 23, 05

Mary [Signature]  
Dee Conkle

[Signature]

## APPENDIX "A"

(A)(1) Unit members will be paid in accordance with the following salary schedule.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Step 1	\$8.00	\$8.25	\$8.50	\$8.75
Step 2	\$8.50	\$8.75	\$9.00	\$9.25
Step 3	\$9.00	\$9.25	\$9.50	\$9.75
Step 4	\$9.50	\$9.75	\$10.00	\$10.25
Step 5	\$10.00	\$10.25	\$10.50	\$10.75
Step 6	\$11.87(4%)	\$12.34(4%)	\$12.83(4%)	\$13.35(4%)
AC/SKM	\$12.94(4%)	\$13.46(4%)	\$13.99(4%)	\$14.55(4%)

In order to receive any retroactive wages or benefits, the unit member must be on the payroll as of the date of ratification of the Memorandum of Agreement.

(A) Longevity - A non-cumulative longevity payment will be made in accordance with the following schedule:

YEARS OF SERVICE	Fd Service Wrker	Asst Cook & Satellite Mgr
After 1 year of service	\$100	\$225
After 4 years of service	\$125	\$250
After 7 years of service	\$150	\$275
After 10 years of service	\$175	\$300
After 13 years of service	\$200	\$325
After 16 years of service	\$225	\$350
After 19 years of service	\$250	\$375
After 22 years of service	\$275	\$400
After 25 years of service	\$300	\$425

Longevity shall not be cumulative and shall be paid on the 1<sup>st</sup> payroll in July following the employees anniversary date.



