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CAF 110681

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

UNITED FOOD SERVICE WORKERS

of the

BAY SHORE UNION FREE SCHOOL DISTRICT

July 1, 2009 – June 30, 2014



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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 SUPERSEDEURE

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, 2009 and shall remain in full force and effect through June 30, 2014.

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

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.

Effective September 1, 2013, and henceforth, the District shall assume 84% of the family or individual premium for those unit members covered under the District's health insurance program.

For the period of July 1, 2009 to August 31, 2013, 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 92.5% of family or individual premium for retirement provided the individual has kept the insurance.

Effective September 1, 2013, 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% 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 referenced \$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 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.

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.

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
Christmas Day
New Year's 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

Except as noted in Section F below, 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.

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.

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. 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.

H. 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. In the event that the Superintendent elects to close school on the day pre-designated on the school calendar as an unused inclement weather day, unit members shall be paid for that day.

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 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 employee 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.

SECTION XIV. PAY PERIODS

Unit members shall 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 District-defiued 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.

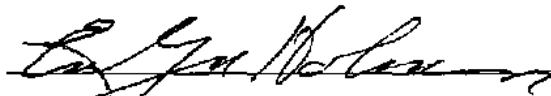
**SECTION XIX. NYS EMPLOYEES RETIREMENT SYSTEM & DISTRICT
RETIREMENT BENEFIT**

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

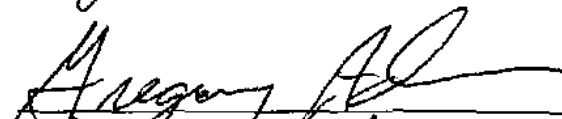
ARTICLE FOUR - AGREEMENT

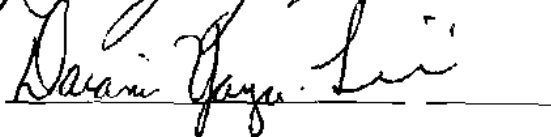
This agreement is made and entered into this ____ day of September, 2009 by and between the Bay Shore Union Free School District and the United Food Service Workers of Bay Shore.

For the District:

 Superintendent

For the Association:

 President

 Vice President