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**Contract Database Metadata Elements**

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**AGREEMENT**  
**BETWEEN THE**  
**FREERPORT UNION FREE SCHOOL**  
**DISTRICT**  
**AND THE**  
**CIVIL SERVICE EMPLOYEES**  
**ASSOCIATION, INC.,**  
**LOCAL 1000, AFSCME**  
**(FOOD SERVICE UNIT)**

\*\*\*\*\*

**TERM OF CONTRACT**  
**July 1, 2012 through June 30, 2016**



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## **AGREEMENT**

Between the Superintendent of Schools of the Freeport Union Free School District, Town of Hempstead, Nassau County, New York and the Civil Service Employees Association, Inc., Local 1000, AFSCME (Food Service Unit) made the 12 day of March, 2015.

### **i. The Agreement**

#### **1.1 Definitions**

As used herein, the following terms have these meanings:

**Superintendent** means the Superintendent of Schools of Freeport Union Free School District, Town of Hempstead, Nassau County, the employer herein.

**Employee** means a person employed in one of the job titles listed in Section 5.1 for a period of more than sixty (60) days.

**Association** means the Civil Service Employees Association, Inc., Local 1000, AFSCME (Food Service Unit)

**Retirement** means official retirement under the rules of the New York State Employees Retirement System. (It does not include vesting.)

#### **1.2 Duration**

This Agreement shall be effective from July 1, 2012 to June 30, 2016 and from year to year thereafter, unless either party serves notice upon the other prior to February 1 (of 2016 or any other subsequent February 1 as may correspond to a year of subsequent renewal) of its intent to negotiate new or changed terms of agreement.

#### **1.3 Priority of Agreement**

Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York Education or Civil Service Laws or any other applicable laws and regulations.

#### **1.4 Validity of Provisions**

If any provision of this Agreement is or becomes legally invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

#### **1.5 Entire Agreement**

The parties agree that all negotiable items have been discussed during the negotiation leading to this Agreement, and that no additional negotiation on this Agreement will be conducted on any item whether contained herein or not, except by mutual consent in writing.

#### **1.6 Recognition**

The employer agrees that The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall be the sole and exclusive representative for all Food Service Workers, Assistant Cook, Cooks, Managers and Security Guards for the purposes of collective bargaining and grievances. The period of unchallenged representative status shall be for the period described in Article 14, Section 208 of the Civil Service Law or any amendments thereto.

### **II. Association Status, Rights, and Duties**

#### **2.1 Right of Organization**

Any employee shall have the right to join and participate in the activities of the Association.

#### **2.2 Right of Representation**

Any employee shall have the right to be represented by the Association to negotiate collectively with the District in the determination of salaries and terms and conditions of employment and the administration of grievances.

#### **2.3 Records and Reports**

The Association shall certify to the District prior to November 1 each year the names of its authorized representatives (and their alternates, if designated), and the District shall recognize no others as authorized representatives (except as may otherwise be set forth herein) during the terms of this Agreement and any extension or extensions thereof.



## **2.4 Dues and Deductions**

- a. Subject to reasonable District procedural requirements, the District will deduct and remit to the Association the membership dues of employees who authorize such deduction in writing.
- b. Dues deductions will commence on July 1 or January 1 each year and will remain in effect for the remainder of the school year. These deductions will be carried forward automatically into subsequent years unless written notice terminating this deduction is supplied to the District prior to June 1 by the covered employee or Association.

## **2.5 Agency Shop**

Every member of the bargaining unit who is not a member of Local 1000 shall, within 60 days, after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an Agency Fee. Such fee shall be certified to the District by Local 1000 and shall be consistent with requirement of law. Local 1000 shall forward to the District a list of non-members and the sum to be deducted from each unit employee's paycheck for the Agency Fee. Said amount shall be deducted from each unit employee's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association. Not later than 30 days after receipt of a list of non-members, the District shall forward said amount to CSEA Local 1000.

## **2.6 Prohibition Against Interruption of Service**

The Association affirms that it does not have the right to strike. The Association warrants that it will not encourage, assist, or participate in any strikes, sanctions, work slowdowns, job actions, or any other concerted effort which is designed to impair normal operations of the schools.

# **III. Employee Status, Rights, and Duties**

## **3.1 Transfers/Promotions/Job Openings**

Except on a temporary basis, no employee will be transferred from one building in the District to another with less than one week's notice of such transfer. In effectuating transfers, promotions and job openings, the District shall consider the unit member's entire evaluation file and the unit member's seniority.

### **3.2 Termination of Employment**

- a. Resignation - It shall be the duty of a terminating employee to inform his/her immediate supervisor in writing twenty (20) days prior to the scheduled date of termination.
- b. Retirement - It shall be the duty of an employee anticipating retirement to inform his immediate supervisor in writing one hundred (100) days prior to the scheduled date of retirement.
- c. Should it be necessary to either reduce the hours or lay off employees in a given job title and employment category (A-E Article 4.1.a.) the principles of seniority shall apply.

### **3.3 Policies and Administrative Regulations**

The policies of the Board of Education and the administrative regulations, in addition to the procedures of the municipal Civil Service Commission of the State of New York, will be followed in the selection, promotion, and disciplinary action of Civil Service employees.

All persons employed in the cafeteria unit shall be subject to these rules.

### **3.4 Jury Duty**

All employees, irrespective of hours worked, will be excused without loss of pay if called to jury duty. Employees called for jury duty shall present to the District Clerk a copy of the Jury Notice and following such service shall present a copy of the receipt of payment of his/her jury duty pay.

### **3.5 Employee Files**

- a. One employee file will be maintained in the Administration Building. Except that material of a confidential nature that has been received from another employer, the information will be available to the employee for inspection.
- b. Upon request, each employee shall be shown his/her evaluation reports before they are placed in his/her file.

### **3.6 Cases of Assault**

- a. All employees are required to report all cases of assault and/or civil actions filed against them in connection with their employment to the Superintendent of Schools.
- b. Legal counsel will be provided to defend any employee in any action arising out of an assault on an employee while in the performance of his/her duties.
- c. If an assault on an employee by animal or human results in loss of time, the employee will be paid in full and such paid absence will not be deducted from any sick leave to which such employee is entitled under this contract. Any worker's compensation benefits due to employee during this period shall be paid to the School District to the extent of the amount paid out by the District.

### **3.7 In-Service Training and Cafeteria Conferences**

With the approval of the Superintendent or his/her designee, employees may be permitted to attend professional conferences or meetings.

All contract employees shall attend in-service training and cafeteria conferences when notified of same. When held during regularly scheduled working hours, payment may be withheld for non-attendance. When scheduled after work hours, unit members will be compensated at a rate of time and one-half.

## **IV. Hours and Working Conditions**

### **4.1 Work Day**

- a. The following are the categories of School Lunch Unit Employees:

Category A - 6 hours per day or more

Category B - 5½ hours per day

Category C - 5 hours per day

Category D - 4½ hours per day

Category E - 4 hours per day

Included in these hours may be a fifteen (15) minute coffee break in the A.M. All employees hired after July 1, 1987 to position in categories D and E may elect to take a 15-minute coffee break but shall not be compensated for it. If such a break is taken at the supervisor's direction, such time is then compensable.

These hours shall be in force throughout the entire work year.

- b. Employees will suffer no loss of pay for "snow days" or other unscheduled school closing authorized by the Board of Education.

#### **4.2 Work Year**

The work year shall be as specified in the District's calendar.

#### **4.3 Holidays**

The District shall pay unit members for twelve (12) holidays as determined unilaterally by the District.

#### **4.4 Overtime**

Employees scheduled to work a non-regular school function will be paid a minimum of four (4) hours pay at the time plus one-half (1½) rate. If such non-regular school function occurs on a holiday or a Sunday, the employee shall be paid at the double time (2x) rate for a minimum of four (4) hours. Overtime will be afforded to the employees on a rotating, alphabetical basis within title among unit employees.

#### **4.5 Hazards**

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the immediate supervisor who will, in turn, report this condition to the Maintenance Foremen with a copy to be sent to the Assistant Superintendent for Business and to the Building Principal.

### **V. Compensation**

#### **5.1 Position Grades**

- a. Cook Manager
- b. Cook
- c. Assistant Cook

- e. Food Service Helper

## 5.2 Annual Increments

July 1 of each fiscal year shall be the date on which the annual increment shall be applied. A person shall advance to the next step on the salary schedule on July 1 each year unless he/she has not been on the District payroll for at least seventy-five (75) days or shall have been appointed between March 1 and June 30, in which case he/she shall advance to the next step on the second July 1 following the date of the initial appointment.

## 5.3 Wages

- a. Wages shall increase as follows: 1.5% effective July 1, 2012, 1.5% effective July 1, 2013, 1.75% effective July 1, 2014 and 1.25% effective July 1, 2015. The wage rates are contained in Appendix A, B, C, and D, respectively.
- b.
  - 1) Longevity - Unit members in Category A (not Security Aides) who have 10 years or more of Freeport School System service will receive a longevity payment of \$400; unit members who have 15 years or more of Freeport School System service will receive a longevity payment of \$450; unit members who have 20 years or more of Freeport School System service will receive a longevity payment of \$500; and unit members with 25 years or more of Freeport School System service will receive a longevity payment of \$550, annually, thereafter.
  - 2) Full-time security guards may also be eligible for the longevity payments set forth in paragraph 1 above based on years of service in the Unit, not years of service in the Freeport School System. Service calculations for longevity for said security guards may commence no earlier than January 1, 2001.

## 5.4 Promotions

- a. When an employee is promoted to a higher class of position, he/she will be placed on a step that provides him/her with a minimum annual increase of \$170 above his/her previous contracted salary.
- b. If an employee performs temporary duties of a higher position grade for more than five (5) consecutive working days, he/she will

receive pay on the new position grade schedule on the step that represents a salary at least a minimum annual increase of \$170 above the present contracted salary. This new salary amount shall commence on the sixth (6th) working day in the new position and terminate at the expiration of this temporary assignment.

- c. It is the intention of the District to advertise openings of promotional positions. The employee may rescind his application for the promotion at any time within the thirty (30) day period and return to his former position without prejudice.
- d. If, after the thirty (30) day period the employee wishes to leave the promotional position, he/she must accept whatever opening exists after all transfers are effected.

#### **5.5 Entering Employees**

- a. Credit for prior full-time service in the Freeport Public Schools will be granted to former district employees if recommended by the administration for appointment.
- b. The administration shall evaluate prior experience for new applicants for cafeteria positions. Credit for prior service dependent upon work in allied field or in other districts, may be given up to the third step of the appropriate salary schedule.

#### **5.6 Substitutes**

- a. Four-hour employees shall be given the opportunity to substitute for five or six-hour employees before non-unit substitutes are called.

#### **5.7 Physical Examinations**

Physical examinations of employees will be conducted as required by law and Board of Education Policy. The non-invasive stool test heretofore required by the Board of Education Policy shall be required only of unit members who have traveled outside the continental USA in the last twelve (12) months. Food Service employees shall complete the District health questionnaire before starting the fall semester.

#### **5.8 Layoff - Reduction of Work Hours**

- a. If layoffs become necessary, provisional and probationary employees with the District will be laid off before any permanent

employees shall lose any time. If after all provisional and probationary employees have been laid off other reductions in the work force are necessary, the District will lay off in accordance with the principles of seniority within the District. The last person hired shall be the first person laid off.

- b. Before hiring any new employees, the available work must first be offered to employees on layoff by sending a written notice to all employees who have been laid off at their last known address.
- c. Should it be necessary to reduce an employee's work hours, such reduction should be done utilizing the principles of seniority within job title and in conjunction with employment categories contained in 4.1.a.

## **VI. Employee Benefits**

### **6.1 Paid Sick and Personal Leave**

- a. Sick leave shall be earned at the rate of 1.2 days per month.
- b. Of the twelve (12) days maximum sick leave that may be accumulated in any one year, a school lunch employee may use four (4) of these days for personal absence leave, which may be accumulated to a total of eight (8) personal days. The established procedure governing personal absence leave will continue to be followed.
- c. At the end of each school year the unused days of absence leave shall be added to a staff member's sick leave reserve. The reserve can accumulate to an unlimited number of days and consists of all unused days for all preceding years in the District and by 1.2 days for each month worked in the current year.
- d. A doctor's certificate may be requested by the School Lunch Manager for any consecutive absences of three (3) days in length or longer than three (3) days in length.

### **6.2 Bereavement**

Effective October 31, 2008, food service personnel are entitled to two (2) days annually for bereavement leave in the case of the death of the employee's child, parent (or person who takes the place of the parent in raising employee), spouse or sibling.

### **6.3 Paid Vacation**

Paid vacation shall not be granted to School Lunch Employees.

### **6.4 Leave of Absence Without Pay**

Leaves of Absence without pay for health reasons (when supported by medical statement) may be granted to School Lunch Employees employed one year or more. All requests for such leaves shall be submitted to the Assistant Superintendent for Personnel.

### **6.5 Retirement Leave**

Employees who retire from the Freeport School System shall be entitled to retirement pay after 15 years (\$650), 20 years (\$900), and 25 years (\$1,150). Retiring employees hired before July 1977 working less than six (6) hours shall have the above retirement leave allowances pro-rated. The hours worked during the last five (5) years shall be averaged to determine the prorated retirement leave allowance.

### **6.6 Payment for Accumulated Sick Leave**

Upon an employee's retirement or termination of employment, provided the employee has been in the District ten (10) years and has given proper notice, the employee shall receive compensation in a lump sum for unused sick leave that the employee may have accumulated in accordance with the following schedule:

- a. Up to fifteen (15) years actual employment in the School District, 17.5% of accumulated sick leave;
- b. After fifteen (15) years actual employment in the District until the completion of twenty (20) years of such employment in the District, 22.5% of accumulated sick leave;
- c. After twenty (20) years of such employment, 30% of accumulated unused sick leave.
- d. The foregoing provisions are all subject to the following conditions:
  - 1) Any leave of absence during the period of time that the employee was employed by the District shall be subtracted from the measuring time which the employee has been



deemed to have been employed by the District for the purposes of this article. (A leave of absence shall be deemed to be any period of time during which the employee was not being paid the full salary for the actual rendering of service to the District).

- 2) The maximum number of accumulated unused sick days from the reserve which will qualify for payment is 175.

## 6.7 Health Insurance

- a. School Lunch employees working in categories A, B, and C (Article 4.1.a.) who successfully enroll in the Empire Plan will receive all benefits of that plan.

The District will contribute to the cost of the premium on the basis of 100/75 family coverage. For individual coverage, the employee will contribute eighteen (18%) of the premium costs. School lunch employees hired on or after September 1, 2014 and working in categories A, B and C shall contribute 20% of the premium costs for health insurance coverage.

School Lunch employees working in categories D and E who successfully enroll in the Empire Plan will be entitled to sixty (60%) percent of the monthly premium for either individual or family coverage.

School Lunch employees classified in A, B, or C (above) hired prior to July 1, 1987 whose categories are changed to D or E will do so without the corresponding increased employee contribution for health insurance.

- b. Health Insurance Waiver

A unit member enrolled in the health insurance plan may submit an annual waiver of coverage on a form designed by the District on or before November 1 of the school year. In the event a unit member has failed to exercise this option because of an unforeseen event, the unit member may apply for the benefit after November 1. The Superintendent, with the Association President, shall determine to grant or deny the late application.

For unit members hired prior to October 31, 2008, the unit member shall be paid the sum of forty-seven (47%) percent of the yearly

contribution by the District for the plan he or she is currently enrolled in. Effective September 1, 2014, unit members hired prior to October 31, 2008 who waive health insurance coverage shall be paid the sum of forty (40%) of the yearly contribution by the District for the plan he or she is currently enrolled in.

Unit members hired on or after October 31, 2008, who are eligible for health insurance coverage and elect not to receive same shall receive an annual waiver payout of \$1,000.

Effective January 1, 2009, in the event that a unit member's spouse is employed by the District and eligible for health insurance coverage, the unit member shall only be entitled to the waiver calculated on the premiums for individual coverage, not family coverage.

In order for the unit member to receive the waiver payment for the family plan, the unit member must have been enrolled in a family plan for a minimum of two (2) years immediately prior to the school year in which the request for waiver is made.

In the event a unit member who has chosen to waive their coverage must re-enroll because of an "unforeseen event" the unit member shall return on a pro-rata basis the portion of monies previously paid, determined as of the date of re-enrollment.

Any unforeseen event shall be defined as a "life event", such as, but not limited to, the death of the person under whose medical insurance the unit member is covered, divorce from the policy holder, or loss of job of the policy holder.

The New York State Civil Service Department promulgated Policy Memorandum 122r3 on May 15, 2012, which governs eligibility for health insurance opt-out payments. This memo has been deemed invalid and null and void by Albany Supreme Court; however, that decision is currently under appeal. In the event the rule change is revoked by NYSHIP or there is a final determination (which is no longer subject to appeal) that the rule change is illegal, null or void, or invalid, those members who had previously been denied the opt-out payment shall once again be eligible for the opt-out payment in the same amount and manner as provided herein retroactive to January 1, 2015.

Beginning January 1, 2015 and continuing for as long as Rule 122r3 remains in place or appeals are pending, any unit member who is ineligible for the opt-out payment as provided for herein due to the District's compliance with Rule 122r3 may elect health insurance through the District; however those members may only elect individual coverage if his/her spouse has family coverage under the NYSHIP plan through the District or through another participating municipality. If the unit members cease to be covered under his/her spouse's family plan for any reason, the unit member shall be eligible to enroll in family or individual coverage through the District, subject to NYSHIP rules and regulations. Any unit member ineligible for the opt-out payment who elects health insurance through the District shall not be eligible for the retroactive payment provided in the aforesaid paragraph should the rule change be revoked by NYSHIP or deemed invalid, null and void or illegal by the Appellate Court in a final determination which is no longer subject to appeal.

#### **6.8 Life Insurance**

The District shall provide a ten thousand (\$10,000) dollar term life insurance policy for each employee who works twenty-five (25) hours or more per week.

#### **6.9 Workers' Compensation**

The School District carries Workers' Compensation to provide indemnity for lost time and the cost of medical and hospital expenses which are the result of illness or injury arising out of employment by the School District.

An employee must report all injuries, no matter how slight, immediately to his/her Supervisor who will see that the employee receives prompt medical attention.

A written report must be filed by the Supervisor within two (2) work days. Such report must be submitted to the Personnel Office within five (5) days after the incident.

#### **6.10 Disability Insurance**

The District will continue a Disability Insurance Program for permanent employees.

**6.11 Uniform Allowance/Aprons**

- a. The uniform allowance of \$235 per year shall be paid together with the first paycheck for each unit member. Unit members shall submit receipts indicating the purchase of uniforms to Director of Food Services within sixty (60) days of date of receipt of allowance.

**6.12 Attendance Incentive**

- a. Perfect Attendance

September - January	\$200
February - June	\$200

- b. One Absence

September - January	\$120
February - June	\$120

The attendance incentive shall be paid no later than the second pay period after December and no later than the second week in July.

**6.13 CSEA Benefit Fund Dental and Vision**

The District shall pay \$16 per month for all full-time unit members for a Dental Insurance Plan and up to a maximum of \$6.50 per month for all full-time unit members for a Vision Plan. One (1) year of employment is required in the District before an employee is eligible for such coverage. Payment for the Plans shall be made directly to the Insurer.

**VII. Security Guard Provisions**

All wages and benefits applicable to security guards in this unit shall be set forth in this Article VII

**7.1 Wages**

- a. Unit members (part-time and full-time) employed by the District shall be placed in one of the wage categories below, calculating their years of service from the date that such security personnel were accreted to this unit (January 1, 2001).

Category #1	0-5 years of service	\$15/hour
Category #2	6-10 years of service	\$18/hour

Category #3            11+ years of service            \$21/hour

- b. Entry level for new hires hired during the term of this Agreement shall be paid \$15 per hour for their first year of employment.
- c. New hires hired after October 31, 2008, who have public law enforcement (police) experience or with five (5) years of full-time public school security experience may be hired in wage category # 2 [above entry level], in the discretion of the Superintendent.
- d. Except in the year of movement from one category to another, unit members, including new hires who have worked a full year, shall receive an increase of 1.5% effective July 1, 2012, an increase of 1.5% effective July 1, 2013, an increase of 1.75% effective July 1, 2014, and an increase of 1.25% effective July 1, 2015. Such increase shall be paid to any employee who has received a satisfactory performance evaluation for the previous work year. No increase shall be paid to any employee who has received an unsatisfactory performance evaluation for the previous work year. To deny this salary increase, the District must have given written, advance notice of the performance deficiency to the affected employee to permit improvement. No one unit member shall receive a decrease in pay upon movement to a higher category.
- e. Security personnel required to work at graduation on Graduation Sunday shall be paid for three (3) hours of work, even if graduation takes less time than three (3) hours.

## **7.2 Health Insurance**

Full-time security guards (seven hours per day or more) who successfully enroll in the Empire Plan will receive all benefits of that plan. The District will contribute fifty (50%) percent of the cost of the premium for individual or family coverage, as applicable to the full-time guards.

## **7.3 Health Insurance Waiver**

Full-time security guards (seven hours per day or more) eligible for enrollment in the health insurance plan may submit an annual waiver of coverage on a form designed by the District on or before November 1<sup>st</sup> of the school year. The guard who opts out of the plan shall be paid the sum of \$1,000 per annum for the year of the waiver.

In the event a unit member who has chosen to waive coverage must re-enroll because of an "unforeseen event," the unit member shall return on a pro-rata basis the portion of monies previously paid, determined as of the date of re-enrollment.

Any unforeseen event shall be defined as a "life event," such as, but not limited to, the death of the person under whose medical insurance the unit member is covered, divorce from the policy holder, or loss of job of the policy holder.

Any procedures established by the District for this waiver must be followed in order to receive the waiver money.

#### **7.4 Sick Leave**

Full-time security guards shall receive four (4) sick days annually to be used in the event of personal injury or illness. This benefit is to be pro-rated for part-time security guards. Sick leave may be accumulated up to six (6) days

The sick days available to full-time security aides shall be available for use by the aides on September 1 of each year. However, such days must still be earned throughout the year. Sick days used but not earned by the aide must be repaid to the District upon separation from the District.

#### **7.5 Personal Leave**

Full-time security guards shall receive three (3) personal days annually to be used for personal business which cannot be conducted except during the guard's work day, e.g., legal, religious, graduation. This benefit is to be pro-rated for part-time security guards

#### **7.6 Holidays**

Security personnel shall be paid for four (4) holidays annually, the holidays to be mutually determined by the Union and the District.

#### **7.7. Bereavement**

Security personnel are entitled to two (2) days annually for bereavement leave in the case of the death of the employee's child, parent, spouse or sibling.

**7.8 Jury Duty**

Security guards shall receive compensation for jury duty as set forth in the law.

**7.9 Workers' Compensation**

Security guards shall receive Workers' Compensation benefits as set forth in the law.

**7.10 Only the following collective bargaining agreement articles in this contract shall be applicable to security guards:**

1.4, 1.5, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.2 (a) and (b), 3.3, 3.5, 3.6 (a) and (b), 3.7 (in service only), 4.1(b) 4.5, 5.3(b)(2), 6.8, 6.10, 6.13, and Article VIII. No other provision presently in the collective bargaining agreement between CSEA and its food service personnel shall be applicable to guards.

**7.11 Work Year**

The work year for security guards shall be 10 months.

**7.12 Flexible Work Week**

The District reserves the right to assign a flexible work week schedule from Tuesday through Sunday in lieu of the existing Monday through Friday schedule for all employees hired on or after September 1, 2014. The District may also assign such a flexible work week schedule to staff employed prior to September 1, 2014, but only with the unit member's consent.

**7.13 Security Aides Cleaning Allowance**

Full-time security aides shall receive \$125 per year cleaning allowance. Regular part-time security aides shall receive \$62.50 per year cleaning allowance.

**7.14 Random Drug Testing**

The District shall, in its discretion, require security aides to undergo random drug testing. The District shall follow Department of Transportation regulations in implementing its random drug testing program.

**7.15 Shoe Allowance**

Security Guards, who have worked at least six (6) months in the District, shall receive a shoe allowance of one hundred and fifty (\$150) dollars per year, provided the guard shall submit a receipt indicating the purchase of the shoes to the Director of Facilities within sixty (60) days of date of purchase. Payment shall be made by the District no later than December 1<sup>st</sup> of the applicable school year provided that the conditions of this section are met.

**7.16 Uniforms**

Security personnel must wear District-issued uniforms and keep them neat, tidy (i.e., shirt buttoned and tucked in) and clean at all times. Appropriate shoes, as designated by the District, shall also be worn. Failure to wear complete uniforms shall result in the unit member's suspension without pay for the day.

**7.17 Security License**

If required by Civil Service or law, all Security personnel must obtain and maintain their registration with the New York State Department of State, Division of Licensing Services at their own expense. Failure to maintain such required registration is grounds for immediate dismissal.

**7.18 Training**

All Security personnel will be required to attend 16 hours of paid annual training, outside of their regular work day.

**7.19 Attendance Incentive**

Unit members (full-time) with perfect attendance from September to June shall receive \$200 no later than the second pay period in July.

**VIII. Grievance Procedures for The Civil Service Employees Association, Inc., Local 1000, AFSCME, (Food Service Unit)**

**8.1 Declaration of Policy**

The purpose of this policy is to provide machinery for the settlement of differences between employees and their supervisors. The procedures



are designed to permit the employee to petition for redress of grievance, free from coercion, discrimination, interference, or threat of reprisal.

## 8.2 Definitions

- a. **"Supervisor"** as used herein, shall mean any employee of Freeport U.F.S.D. compensated by the Board of Education whose duties are the supervision of non-teaching employees, and the interpretation and implementation of the District policies, by laws, and regulations.
- b. **"Assignment"** shall mean the kind of work the employee has been hired to do by the School District.
- c. **"Appeal"** shall mean the referral of a grievance by the employee to the next higher stage of consideration when the employee is not satisfied with the decision reached in the preceding stage.
- d. **"Stage"** shall mean each successive level of consideration of a grievance matter for the purpose of resolution.
- e. **"Grievance"** shall mean any alleged violation of this Agreement or any dispute with respect to its meaning or application, or any violation or dispute of a written policy adopted by the Board of Education or administrative regulation thereof.

## 8.3 Stages

### Stage I - Informal Conference

- a. Informal conference between employee and immediate supervisor shall be held within seven (7) working days after receipt in writing of alleged grievance from employee.

The immediate supervisor may consult with his superiors before giving his decision to the employee. Such decision must be offered within seven (7) working days following the informal conference.

### Stage II - Formal Review

- b. If the employee is not satisfied with the decision reached in the informal conference, he/she may then request, in writing, within seven (7) working days after the receipt of the previous decision, a review of his/her grievance by the building principal or the administrator to whom he/she is

assigned. If the immediate supervisor referred to in Stage I is a building principal or administrator, the employee would then request a review of his/her grievance with the person to whom the building principal or administrator is directly responsible. Thereupon, the principal or administrator shall hold a hearing within seven (7) working days at which the employee and his/her representation shall appear and present a written statement. The decision reached in the second state shall be made in writing by the principal or administrator within seven (7) working days of the conclusion of the hearing. Copies of such decision are to be forwarded to the Superintendent of Schools, the aggrieved party, and his or her representative, if any.

### **Stage III - Appeal to the Superintendent of Schools or his/her Designee**

- a. If the aggrieved employee is not satisfied with the decision reached in the previous stage, he/she may request, in writing, a conference with the Superintendent of Schools. Such request for review must be presented in writing to the Superintendent of Schools within ten (10) working days after the preceding decision. Such conference shall be granted within ten (10) days of receipt of request.
- b. The Superintendent or his/her designee must be given copies of all preceding statement and decisions.
- c. After hearing both sides present oral and written arguments, the Superintendent of Schools or his/her designee shall make his/her decision.
- d. The Superintendent of Schools or his/her designee shall inform the employee and all other authorities concerned of his/her decision, in writing, within ten (10) days after the conclusion of the conference.

### **Stage IV - Board of Education Stage**

- a. If not satisfied with the decision of the Superintendent of School the aggrieved employee may, within seven (7) working days after the decision has been rendered in Stage III, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools.
- b. The President of the Board of Education may convene the Board within fourteen (14) days from receipt of the request to hold a hearing to obtain further information regarding the case. The Board of Education shall

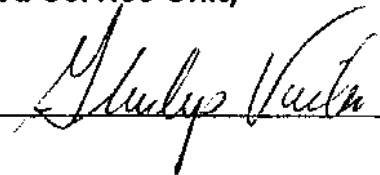
render a final decision within ten (10) working days after the hearing is held.

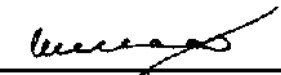
**IX. Conformity to Law**

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized representatives on the day and year below.

**Civil Service Employees Association, Inc., Freeport Union Free School District  
Local 1000, AFSCME  
(Food Service Unit)**

By: 

By:   
Superintendent of Schools



By: \_\_\_\_\_

<b>APPENDIX A</b>					
<b>2012-2013</b>					
<b>CAFETERIA SALARY SCHEDULE</b>					
<b>STEP</b>	<b>FOOD SRV</b>	<b>ASTCK/BK</b>	<b>COOK ELM</b>	<b>CK/JH- AT</b>	<b>COOK MGR</b>
1	13.60	14.24	16.09	17.63	19.21
2	13.69	14.63	16.56	18.12	19.67
3	14.15	15.03	16.96	18.58	20.10
4	14.57	15.53	17.42	19.00	20.54
5	14.98	15.91	17.87	19.76	20.93
6	15.46	16.35	18.35	19.87	21.51
7	15.84	16.76	18.74	20.43	21.88
8	16.29	17.18	19.22	20.84	22.35
9	16.74	17.63	19.73	21.25	22.82
10	16.74	17.63	19.73	21.25	22.82
11	16.74	17.63	19.73	21.25	22.82
12	18.11	18.98	21.16	22.79	24.26
13	18.11	18.98	21.16	22.79	24.26
14	18.55	19.36	21.55	23.13	23.58
15	18.55	19.36	21.55	23.13	24.59
16	18.94	19.71	21.90	23.49	24.97
17	18.94	19.71	21.90	23.49	24.97
18	19.36	20.07	22.35	23.88	25.35

The Superintendent or his designee and Cooks shall meet at mutually agreed upon times during the year to consult on matters of concern to the operation of the Cafeterias. An additional 2% differential was included in the hourly rate for Cooks to compensate them for this additional duty.

**APPENDIX B  
2013-2014  
CAFETERIA SALARY SCHEDULE**

<b>STEP</b>	<b>FOOD SRV</b>	<b>ASTCK/BK</b>	<b>COOK ELM</b>	<b>CK/JH- AT</b>	<b>COOK MGR</b>
1	13.81	14.45	16.33	17.90	19.50
2	13.90	14.85	16.81	18.39	19.97
3	14.36	15.26	17.22	18.86	20.40
4	14.78	15.76	17.68	19.29	20.85
5	15.21	16.14	18.14	20.06	21.24
6	15.69	16.60	18.63	20.17	21.83
7	16.08	17.01	19.02	20.74	22.21
8	16.54	17.44	19.51	21.15	22.69
9	16.99	17.90	20.03	21.57	23.16
10	16.99	17.90	20.03	21.57	23.16
11	16.99	17.90	20.03	21.57	23.16
12	18.38	19.27	21.48	23.13	24.62
13	18.38	19.27	21.48	23.13	24.62
14	18.83	19.65	21.87	23.48	23.93
15	18.83	19.65	21.87	23.48	24.96
16	19.22	20.01	22.23	23.84	25.34
17	19.22	20.01	22.23	23.84	25.34
18	19.65	20.37	22.69	24.24	25.74

The Superintendent or his designee and Cooks shall meet at mutually agreed upon times during the year to consult on matters of concern to the operation of the Cafeterias. An additional 2% differential was included in the hourly rate for Cooks to compensate them for this additional duty.

**APPENDIX C  
2014-2015  
CAFETERIA SALARY SCHEDULE**

<b>STEP</b>	<b>FOOD SRV</b>	<b>ASTCK/BK</b>	<b>COOK ELM</b>	<b>CK/JH- AT</b>	<b>COOK MGR</b>
1	14.05	14.71	16.61	18.21	19.84
2	14.14	15.11	17.11	18.71	20.32
3	14.61	15.52	17.52	19.19	20.76
4	15.04	16.04	17.99	19.62	21.22
5	15.47	16.43	18.46	20.41	21.61
6	15.96	16.89	18.95	20.52	22.21
7	16.36	17.31	19.35	21.10	22.60
8	16.82	17.75	19.85	21.52	23.08
9	17.29	18.21	20.38	21.95	23.56
10	17.29	18.21	20.38	21.95	23.56
11	17.29	18.21	20.38	21.95	23.56
12	18.70	19.60	21.86	23.53	25.05
13	18.70	19.60	21.86	23.53	25.05
14	19.18	19.99	22.25	23.89	24.35
15	19.16	19.99	22.25	23.89	25.40
16	19.56	20.36	22.62	24.26	25.79
17	19.56	20.36	22.62	24.26	25.79
18	19.99	20.72	23.08	24.67	26.19

The Superintendent or his designee and Cooks shall meet at mutually agreed upon times during the year to consult on matters of concern to the operation of the Cafeterias. An additional 2% differential was included in the hourly rate for Cooks to compensate them for this additional duty.

**APPENDIX D  
2015-2016  
CAFETERIA SALARY SCHEDULE**

<b>STEP</b>	<b>FOOD SRV</b>	<b>ASTCK/BK</b>	<b>COOK ELM</b>	<b>CK/JH- AT</b>	<b>COOK MGR</b>
1	14.23	14.89	16.82	18.44	20.09
2	14.32	15.29	17.32	18.95	20.57
3	14.80	15.72	17.74	19.43	21.01
4	15.23	16.24	18.21	19.87	21.48
5	15.67	16.63	18.69	20.66	21.89
6	16.16	17.10	19.19	20.78	22.49
7	16.57	17.52	19.59	21.37	22.88
8	17.03	17.97	20.10	21.79	23.37
9	17.50	18.44	20.63	22.22	23.86
10	17.50	18.44	20.63	22.22	23.86
11	17.50	18.44	20.63	22.22	23.86
12	18.93	19.85	22.13	23.83	25.37
13	18.93	19.85	22.13	23.83	25.37
14	19.40	20.24	22.53	24.19	24.66
15	19.40	20.24	22.53	24.19	25.72
16	19.80	20.61	22.90	24.56	26.11
17	19.80	20.61	22.90	24.56	26.11
18	20.24	20.98	23.37	24.97	26.51

The Superintendent or his designee and Cooks shall meet at mutually agreed upon times during the year to consult on matters of concern to the operation of the Cafeterias. An additional 2% differential was included in the hourly rate for Cooks to compensate them for this additional duty.