

NEGOTIATIONS AGREEMENT

between

**THE BOARD OF EDUCATION OF
SOUTH HUNTINGTON UNION FREE
SCHOOL DISTRICT**

and

**CAFETERIA EMPLOYEES
UNITED PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 424**

JULY 1, 2019 – JUNE 30, 2023

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PREAMBLE

AGREEMENT made and entered this 22nd day of March 2021

by and between the BOARD OF EDUCATION OF SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, Town of Huntington, 60 Weston Street, Huntington Station, New York 11746 (designated as the “Board”), and the Cafeteria Employees, UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 424, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, New York 11779 (designated as the “Union”).

WHEREAS, the Board has recognized the Union as the majority representative of its cafeteria employees for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, the Board and the Union have exchanged correspondence, held meetings and conferences, and discussed at length the financial situation in the cafeterias of the District schools; and

WHEREAS, the Union has indicated a willingness to cooperate and has expressed the desire that the Board continue to operate and manage its own cafeteria program;

NOW, THEREFORE, in consideration of the mutual covenants exchanged between the parties and other good and valuable consideration, the parties hereto agree as follows.

ARTICLE 1

RECOGNITION OF THE UNION

The Board recognizes the Union as the sole and exclusive bargaining agent, during the period of implementation of this Agreement, for its cafeteria employees.

ARTICLE 2

DUES DEDUCTION

1. The Board agrees to deduct from the wages of the employees covered by this Agreement each month, the regular dues for membership required by the Union provided that those employees have individually and voluntarily authorized the Board, in writing, to make such deductions.
2. Deductions authorized by an employee shall continue as authorized unless and until he/she notifies the Board of her desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing, in duplicate, signed by the employee and submitted to the Board, and on receipt of same, the Board shall immediately forward one copy to the Union. The rights of the Union and the employee under this Article shall be in conformity and consistent with the requirements of Paragraph 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967.
3. In the event that earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
4. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of

complying with any of the provisions of this Article, or in reliance on any list, notice, or assignment furnished under any provision of such.

ARTICLE 3

PROBATIONARY PERIOD

New employees, employed as a result of a posted position, shall be placed on probation for a period of six (6) months, which period may be extended on written request by Administration to the Union for an additional period of time, not to exceed ninety (90) days, and the Union agrees that it will not unreasonably withhold its consent to such request. At the end of this period of time, the employee, if retained, shall become a permanent employee and seniority shall date from the first day worked. Substitute work shall not count towards time worked for probationary purposes or for seniority purposes.

Transferred employees, whose transfer is considered a promotion, also shall be on probation for six (6) months. A transferred employee whose work is considered unsatisfactory by Administration shall be returned to the previous job. Such return shall not be subject to the grievance procedure. A transferred employee may also request a return to the previous job during the probationary period and such request shall be granted.

ARTICLE 4

WAGES

The wages for the employees covered by this Agreement, during the term hereof, shall be set forth in Appendix A to this Agreement.

Wage adjustments for the length of this agreement are as follows

Year 1 (July 1, 2019-June 30, 2020): Forty cents (\$.40) per hour for food service workers; Fifty-Five cents (\$.55) per hour for assistant head cooks, head cooks, and driver.

Year 2 (July 1, 2020- June 30, 2021): Forty cents (\$.40) per hour for food service workers; Fifty-Five cents (\$.55) per hour for assistant

head cooks, head cooks, and driver.

Year 3 (July 1, 2021- June 30, 2022): Forty cents (\$.40) per hour for food service workers; Fifty-Five cents (\$.55) per hour for assistant head cooks, head cooks, and driver.

Year 4 (July 1, 2022- June 30, 2023): Forty cents (\$.40) per hour for food service workers; Fifty-Five cents (\$.55) per hour for assistant head cooks, head cooks, and driver.

All compensation shall be paid by direct deposit.

ARTICLE 5

LONGEVITY PAY

1. After completion of ten (10) years of continuous service in South Huntington, employees will be paid an additional five hundred (\$500.00) dollars annually above their basic wage. Such amount shall increase to five hundred and thirty (\$530.00) dollars effective July 1, 2019.
2. After completion of fifteen (15) continuous years of service in South Huntington, employees will be paid an additional seven hundred (\$700.00) dollars (non-cumulative) annually above their basic wage. Such amount shall increase to seven hundred and thirty (\$730.00) dollars effective July 1, 2019.
3. After completion of twenty (20) continuous years of service in South Huntington, employees will be paid an additional eight hundred (\$800.00) dollars (non-cumulative) annually above their basic wage. Such amount shall increase to eight hundred and thirty (\$830.00) dollars effective July 1, 2019.
4. Longevity payments are limited to only those employees having a work schedule of twenty (20) hours or more per week
5. The longevity payment shall be paid as a separate check on the last pay day in June.

ARTICLE 6

PRIOR BENEFITS AND CONDITIONS

1. A prior benefit, practice, or condition of employment shall be defined and limited to those benefits, practices, or conditions which have been conferred by the Board as an affirmative policy or benefit rather than practices or conditions which have developed and which can be loosely described as beneficial, but which are, in administrative practice or suspension, etc.
2. No part of this Agreement shall be construed to preclude the Board from giving any further benefit to its employees, upon prior notification to the Union.

ARTICLE 7

MANAGEMENT RIGHTS

1. The Union recognizes its responsibility to, at all times, act in good faith in carrying out any and all provisions of this Agreement.
2. The Union recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient operation.

ARTICLE 8

STRIKES AND LOCK-OUTS

1. During the term of this Agreement, the Union and its members collectively agree that they shall not engage in any work stoppage or strike. The Board agrees not to lock-out its employees during the term of this Agreement.
2. Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of the Public Employment Relations Law.

ARTICLE 9

GRIEVANCE PROCEDURE

The grievance procedure herein below set forth shall apply to all employees covered by this Agreement.

1. Any employee having a grievance in connection with her work shall in the first instance take the matter up with the School Lunch Director, who shall orally and informally discuss the grievance with her and the head cook and attempt to resolve it. Any grievance must be brought within thirty (30) working days of the alleged violation.
2. If the matter has not been resolved to the satisfaction of the aggrieved employee by virtue of her supervisor's decision, the employee may then file her grievance in writing with the School Lunch Director, together with the employee and the Union shop steward concerned, and a decision rendered by the School Lunch Director within ten (10) days after receipt of the written grievance.
3. If the grievance is not satisfactorily resolved at this stage, the matter shall then be referred within five (5) days after the School Lunch Director's decision to a joint committee consisting of two (2) persons, each to be designated by the Board and the Union. The joint committee shall, within fifteen (15) days of receipt of the written grievance, render its decision.
4. If the joint committee is unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The selected arbitrator will hear the matter promptly and will issue his decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. Such decision shall be advisory only and shall not be binding on either party.

The arbitrator shall have no power or authority to make any recommendation which suggests the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

5. If the recommendations of the arbitrator are not acceptable to either party, an appeal may be made, in writing, to the Board of Education within fifteen (15) days after receipt of the advisory arbitrator's decision.

Within thirty (30) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be held in executive session. The grievance record and the decision of the advisory arbitrator shall be available for the use of both parties.

Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. In reaching its determination, the Board will give careful consideration to the grievance record and recommendations of the arbitrator. Such decision shall be final and binding on all parties.

6. No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest or participant in the grievance procedure by reason of such participation.
7. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
8. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of her rights hereunder shall be pursuant to the grievance and arbitration procedures, provided, however, that nothing contained herein shall deprive any employee of any legal rights which she presently has.

ARTICLE 10

WORK PERIOD

1. The work period shall follow the student school calendar in each building, plus opening and closing days as determined to be necessary by the District in its discretion.
2. Head cooks will work a 6.7 hour schedule with a thirty (30) minute lunch break. Assignments to a particular schedule will be done at the discretion of the School Lunch Director.
3. The District has the right to have unit members sign in and out by electronic or other means as determined by the District.

ARTICLE 11

DISCHARGE

Nothing in this Agreement shall be construed as limiting the right of the Board to discharge any employee for just cause. The Union reserves the right to dispute any discharge and to process same through the grievance machinery provided in this Agreement, provide such employee has completed his/her probationary period.

ARTICLE 12

OVERTIME

1. All overtime shall be assigned on a rotating, non-discriminatory basis among cafeteria, full-time employees with the department, by building, classification, skill required, and then, if necessary, by district-wide selection.
2. Overtime shall be paid at the rate of time and one-half and shall be computed on a daily and weekly basis. However, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked. An assignment to return to work after

completion of the normal work hours shall be considered as overtime.

3. The rate of time and one-half shall be used in computing overtime occurring Monday through Saturday. Overtime shall be defined as time worked in excess of eight (8) hours per day or 40 hours per week. An employee working on Saturday who does not meet these criteria, will not be entitled to overtime.
4. All work performed on a Sunday shall be paid at the rate of double time.
5. All overtime pay to be paid in current pay period, provided same is reported to Payroll Department not less than five (5) working days prior to payday.
6. All hours worked during the summer will be offered on a rotating basis among the staff utilizing a district wide seniority list of employees.

ARTICLE 13

EMERGENCY WORK

1. It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency.
2. When an employee is called in to perform work in an emergency, prior to her normal working hours, the employee shall receive straight time pay for additional hours worked only.

ARTICLE 14

HOLIDAYS

1. Holiday pay shall be granted for:
 - Thanksgiving Day
 - Day after Thanksgiving*
 - Christmas Day
 - New Year's Day
 - Memorial Day
 - Presidents' Day
 - Martin Luther King Day

Payments shall be based on the employee's normal work hours per day.

*Another holiday will be granted if this day is a school day.

ARTICLE 15

SICK LEAVE

1. Payment for sick leave each year for those employees working twenty (20) hours or more per week will be based on the following schedule:
 - A. Employees completing 1-5 years of service on or before September 30 shall be entitled to six (6) days.
 - B. Employees completing 6-10 years of service on or before September 30 shall be entitled to seven (7) days.
 - C. Employees completing 11 or more years of service on or before September 30 shall be entitled to eight (8) days.

Sick leave may be accumulated up to a maximum of one hundred and ten (110) days.

Sick leave may be taken for family care when the employee is required to provide care for an ill or injured member of the immediate family, but only where the facts clearly justify the action. Immediate family is defined as spouse or domestic partner, children and employee's parents that are living in the employee's household.

2. Three (3) hour employees shall be granted three (3) days of paid sick leave annually on an accumulative basis.
3. Sick leave credit shall be granted upon conclusion of the probationary period. Sick leave absence during the probationary period is not compensated.
4. On or about September 1 of each year, the Board agrees to provide to each

employee covered by this Agreement, on request, a statement of accumulated sick leave to such employee's credit.

5. When personnel have deducted time from accumulated sick leave due to on-the-job "temporary disability" and have been paid by the District for such time taken, all reimbursement received from workers' compensation for such disability must be returned to the District. In such instance, sick leave credit will be made on a proportionate basis.

ARTICLE 16

SHOP STEWARDS

1. The Union shall have the right to elect a shop steward.
2. The shop steward shall be elected under the terms of the constitution and by-laws of the local union. The Union shall furnish the name of the shop steward to the District.
3. The shop steward designated by the Union shall have normal shop steward privileges. That is, the District shall not unreasonably deny her the opportunity during working hours to investigate grievances or to provide new employees with Union forms, when this cannot be accomplished outside of working hours.
4. The shop steward shall be entitled to one (1) union business day per year.

ARTICLE 17

VISITATION

1. The Union, through its representatives, shall have the right to visit the schools in the District.
2. The Union shall, prior to visiting the District, notify the designated District representative.
3. The Union representative shall at all times confine his visits to Union

business and at no time interrupt service.

ARTICLE 18

CLASSIFICATION

1. Employees covered by this Agreement shall be classified in the categories as shown in Appendix A of this Agreement.
2. Should the Board contemplate any change in classifications or the establishment of new classifications, such action shall not become final until there is full discussion with the Union.

ARTICLE 19

JOB POSTINGS

Available positions will only be posted if:

- a. it is an added staff position;
- b. it is an existing position which when increased will entitle the holder to health insurance benefits; i.e., 20 hours or more per week; or
- c. it adds at least one (1) hour per day to the existing schedule.

The Union will be advised regarding disposition of job postings.

ARTICLE 20

RETIREMENT

The Board continues to maintain the retirement benefit plan currently in force under the New York State Employees Retirement System for eligible employees.

ARTICLE 21

HEALTH AND WELFARE, LIFE INSURANCE PLANS LONG TERM DISABILITY INSURANCE

1. The Board agrees to contribute sixty-five percent (65%) per single plan coverage and fifty (50%) per family plan coverage towards the health insurance plan selected by the employee. Eligibility for such payment requires the employee to work a minimum of twenty (20) plus hours/week.
2. No employee shall be eligible to participate in the District's health insurance plan for the first ninety (90) days of his/her employment with the District.

This contribution shall continue for those employees who retire, who have health insurance for a minimum period of their last year of active employment and are eligible to receive a retirement allowance from the New York State Employees Retirement System.

3. The District, in its sole discretion, may offer an optional alternative health insurance plan and/or health savings account program to unit members eligible for health insurance. Participation in the alternative plan in lieu of the health insurance plan offered by NYSHIP shall be voluntary, at the unit member's election. The District, at its discretion, may also choose to provide an incentive program. The District shall consult with the Association prior to implementing any optional alternatives. Unit members' contribution rates shall not exceed the percentage premium contribution rates paid by unit members under the NYSHIP plan.
4. The District, in its sole discretion, may offer unit members not eligible for health insurance pursuant to the parties' collective bargaining agreement, health insurance coverage. The selection of a health care plan, its benefits and provisions, contribution levels and the choice of a provider shall be at the District's sole discretion. If a unit member currently ineligible for the District's health insurance enrolls in this alternate health insurance pursuant to this Article, such employee may enroll in the District's health insurance pursuant to the provisions herein and subject to NYSHIP rules.
5. The Board agrees to continue to maintain a fully paid group life insurance

plan and accidental death and dismemberment insurance for the employees covered by this Agreement who work twenty (20) or more hours per week in the principal amount of \$12,000.00.

6. Long Term Disability Insurance coverage, as granted other employees, shall be instituted for cafeteria employees working twenty (20) or more hours per week. Loss of coverage shall occur when work hours of twenty (20) hours or more becomes less than twenty (20) hours per week.

ARTICLE 22

PROMOTIONS

1. The Board agrees that wherever possible promotions shall be made from within the District from among qualified individuals. Promotions shall be governed by the ability of the employee to perform. Prior District employment evaluations shall be a factor in determining the ability of the employee to perform. In a case where two or more individuals within the District are equally qualified, seniority shall prevail.
2. All job and shift openings and promotions shall be posted and all employees in the unit shall have the opportunity to bid on same before persons outside the District are hired to fill the positions.
3. An employee who is promoted to a different job category shall suffer no reduction in pay on the occasion of such promotion and shall retain the greater of her own previous pay or pay provided for the job.

ARTICLE 23

UNION MEETINGS

The Board shall, upon formal request, permit the Union to hold authorized meetings in the school(s) of the District during non-working hours.

ARTICLE 24

PERSONAL LEAVE DAYS

A maximum of three (3) paid days off per fiscal year for personal business shall be granted to regular full-time employees covered by this Agreement. Prior written approval is required. Such days will be deducted from sick leave. Effective July 1, 2013, there shall be a maximum of four (4) paid days off in accordance with the above. The fourth personal business day shall not be deducted from sick leave. Approval for the taking of a personal business day is conditioned upon an employee demonstrating that the business matter cannot be arranged other than during working hours (e.g., house closing). Religious observation is a permissible reason for the taking of personal business leave. If a request for a business day is denied, the individual may take the day without pay.

ARTICLE 25

BEREAVEMENT LEAVE

1. Five (5) paid calendar days shall be allowed for bereavement leave in the event of a death in the immediate family. These days shall be allowed on the occasion of each death in the immediate family and shall be limited to five (5) days per occurrence, regardless of the number of deaths in the family.
2. The immediate family is defined to include parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, spouse, children, grandparents, guardians, or any relative living in the employee's household.
3. In the event of an employee's friend or relative not in his immediate family (who does not reside in his household), one day's leave shall be allowed, but shall be charged to sick leave.

ARTICLE 26

SHIFT DIFFERENTIAL

All employees covered by this Agreement who are employed on the evening

or night shift shall receive a pay differential equal to five percent (5%) of their salary.

ARTICLE 27

TRANSFER IN SHIFTS

The Board agrees that, except for emergencies, an employee shall not be transferred from one building to another without prior discussion with the Union.

ARTICLE 28

MISCELLANEOUS

1. Bulletin Board: The District shall furnish a bulletin board in each school for Union announcements and meeting notices.
2. Sanitary Arrangements: Soap, towels, and washing facilities shall be supplied by the District for all employees.
3. Military Service: Both parties agree that all statutes and valid regulations, relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this Agreement.
4. No Discrimination: There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin, or Union membership.
5. The District will attempt to initiate a more accommodating schedule for employee physicals.
6. The District will supply work gloves, the type to be as determined by the School Lunch Director.
7. Shoe Allowance: the district shall provide a shoe allowance of fifty (\$50) dollars to each member of the unit. Effective July 1, 2022, the shoe allowance will increase to sixty (\$60) dollars. The shoe allowance shall only be provided in a school year where the food service operation is profitable in

the school year prior, as reflected in the final financial statement that is generated in July.

ARTICLE 29

LEAVES OF ABSENCE

1. Requests for unpaid leave days for up to ten (10) days may be granted by the Assistant Superintendent for Personnel upon submission of written request provided the leave does not seriously inconvenience the district nor disrupt the academic program. Requests for vacations will not be considered.

This absence will not be construed as an interruption of continuous service, and no other provisions of this article apply thereto.

2. Child Bearing. Upon normal circumstances, the use of accumulated paid sick leave after delivery shall be limited to six (6) calendar weeks. Extension of the use of such paid sick leave beyond the six (6) week period will be contingent on the recommendation of the attending physician with verification by the District physician, if requested by Administration.
3. Child Rearing. An unpaid childcare leave of absence shall be granted for a period of six (6) months, which may be extended by the Board for up to twelve (12) months. Such request will not be unnecessarily denied.
4. Medical Needs. Personal medical leave may be granted for a maximum of one (1) year, if medically necessary and upon documentation thereof.
5. Non-Medical. A leave of absence for non-medical needs of the individual may be granted for a maximum of twelve (12) months. Effective July 1, 2001, a maximum of two such leaves will be granted during an individual's employment with the District.
6. All leaves require a thirty (30) day advance written request and approval by the Board of Education. The thirty (30) day notice will be waived if there are extenuating circumstances that prevented the employee from providing such notice. Written notification must be given to the Personnel Office at least fifteen (15) business days prior to the end of the leave as to the individual's intent to return. A lack of such notice after the commencement

of the fifteen (15) business day period shall result in the termination of employment with the district, unless extenuating circumstances prevented the employee from providing such notice.

7. Where applicable, leaves will be granted in accordance with the Family Medical Leave Act.
8. An employee returning from leave will not be entitled to return to the same building assignment, or hours held at the time of the leave-taking. The District may require medical documentation certifying that the employee is fit to continue employment.
9. It is understood that summer health insurance benefits are afforded to a ten (10) month employee provided they are employed with the District for the entire month of September. In the event an employee does not return from leave or does not complete the assignment for the month of September, the employee shall be responsible for payment of the entire premium for the months of July, August and September (if employed for a partial month). Any work performed during the summer months does not negate this provision.
10. An employee on leave of absence accrues no sick leave credit or vacation credit.
11. An employee on leave may not engage in other employment without prior written approval. Such approval shall not be unreasonably withheld by the District.

ARTICLE 30

SNOW DAYS

Unit members shall be entitled to two (2) paid snow days per year. Unit members shall not be eligible for payment of unused snow days that are converted to days off during the school year.

ARTICLE 31

TAYLOR LAW, PARAGRAPH 204 (a)

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, PARAGRAPH 204 (A) OF THE TAYLOR LAW, 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 32

JURY DUTY

Regular full time employees, who work twenty (20) hours or more per week, who are required to serve as jurors shall be granted leave with pay. Payment for jury duty shall be returned to the School District.

ARTICLE 33

ASSIST IN ASSAULT OR CIVIL CASES

Non-teaching employees shall be required to report all cases of assault suffered by non-teaching employees and/or civil actions filed against them in connection with their employment. The school attorney shall be available to inform the employee of her rights under the law and assist the employee as deemed necessary.

ARTICLE 34

REDUCTION OF STAFF

Excessing of staff shall be as follows:

Staff Reductions

An employee being excessed has the right to “bump” the least senior employees in his/her job classification only, i.e., Head Cook bumps Head Cook, Food Service Worker bumps Food Service Worker.

In cases of multiple reductions in the same job classification, the most senior person being excessed will have the right to “bump” the least senior employee in his/her job classification, i.e., two (2) Food Service Workers being excessed, the most senior Food Service Worker being excessed chooses which of the two (2) least Senior Food Worker positions to bump. Second Food Service Worker must take the remaining position or be excessed.

If the excessed employee does not wish to “bump” anyone, then he/she will be excessed and put on the preferred recall list (by seniority) and also put on the preferred sub list (at prevailing substitute rate of pay) being called when needed in order of seniority, for substitute work.

If a Food Service Worker bumps a Cashier, the Food Service Worker will get a two (2) day cashier training at a neutral site and is to be evaluated by the training cashier, Head Cook and School Lunch Director. If the bumping employee cannot satisfactorily fulfill the cashier position, he/she must bump the least senior Food Service Worker.

Hourly Reductions

The employee being cut in hours can:

1. Stay in his/her position and accept the cut.
2. If the employee wishes to keep his/her hours, he/she must bump by job and hourly classification, i.e., 4.0 Food Service Worker who loses one (1) hour may only bump the least senior 4.0 Food Service Worker or Food Service Worker closest in hours.

ARTICLE 35

TERMINAL LEAVE PAYMENT

Employees are eligible for terminal leave pay upon retirement if they have completed a minimum of fifteen (15) years of continuous service in South Huntington and are age 55 and have advised the District in writing by February 1 for a June 30 retirement date or five (5) months in advance of their planned retirement date if different than June 30. Employees must be eligible for retirement under the New York State Employees Retirement System. An employee who merely vests his rights is not eligible for this benefit.

Terminal leave pay shall be calculated as follows:

One day's payment for every three (3) days of accumulated sick leave with a maximum payment of thirty-seven (37) days. The accumulated sick leave shall be determined by the number of accrued sick leave days the employee has as of the end of the school year (June 30) in which the employee retires or the June 30 accumulation of the previous year if the retirement is not on June 30.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the period July 1, 2019 through June 30, 2023. On or after March 1, 2023, either party may initiate negotiations over a successor Agreement by written notice to the other.


The Board and Union agree that the modifications and the understanding described above have been arrived at in a joint effort in order to continue the operation of the cafeterias under District management. The Board will periodically review the revenues and expenses of the cafeteria program, and should the expenses of the cafeteria program indicate that the budgeted amount cannot be met, new economies will have to be instituted to effect further expense reductions, in the event that such appropriate steps cannot be taken to reduce expenses, the operation of the cafeterias will be discontinued.

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

BOARD OF EDUCATION
SOUTH HUNTINGTON
UNION FREE SCHOOL DISTRICT

by: 
BOARD PRESIDENT

UNITED PUBLIC SERVICE
EMPLOYEES UNION, LOCAL 424

by: 
KEVIN E. BOYLE
PRESIDENT

by: 
RANDY TILLMAN
DIRECTOR OF ORGANIZING

JOB DESCRIPTION		7/1/2019	7/1/2020	7/1/2021	7/1/2022
	Probationary, FSW, Food Production Coordinator	plus .40	plus .40	plus .40	plus .40
	Head Cook, Asst. Head Cook, Driver	plus .55	plus .55	plus .55	plus .55
	Probationary				
P01	New employee	16.58	16.98	17.38	17.78
	Food Service Worker				
100	Hire Date = Post 01	17.08	17.48	17.88	18.28
101	Hire Date = 7/1/99 - 6/30/01	17.59	17.99	18.39	18.79
102	Hire Date = 7/1/94 - 6/30/95	18.96	19.36	19.76	20.16
	Asst. Head Cook				
201	Post 99	22.69	23.24	23.79	24.34
20C	Pre 99	27.42	27.97	28.52	29.07
	Head Cook				
301	Hire Date = 93/94	27.04	27.59	28.14	28.69
302	Hire Date = 90/91	27.57	28.12	28.67	29.22
303	Hire Date = pre 1990	28.54	29.09	29.64	30.19
	Post 00				
401	New Elementary	27.04	27.59	28.14	28.69
402	New Secondary	27.43	27.98	28.53	29.08
	Drivers				
601	Driver	22.69	23.24	23.79	24.34
602	FSW/Driver - (eff 9/1/2014)	16.28	16.68	17.08	17.48
501	Food Production Coordinator	27.61	28.01	28.41	28.81
Year 1	.40 cent increase for Probationary, FSW & Food production Coordinator/ .55 cents per hour for HC, AHC & Driver				
Year 2	.40 cent increase for Probationary, FSW & Food production Coordinator/ .55 cents per hour for HC, AHC & Driver				
Year 3	.40 cent increase for Probationary, FSW & Food production Coordinator/ .55 cents per hour for HC, AHC & Driver				
Year 4	.40 cent increase for Probationary, FSW & Food production Coordinator/ .55 cents per hour for HC, AHC & Driver				

