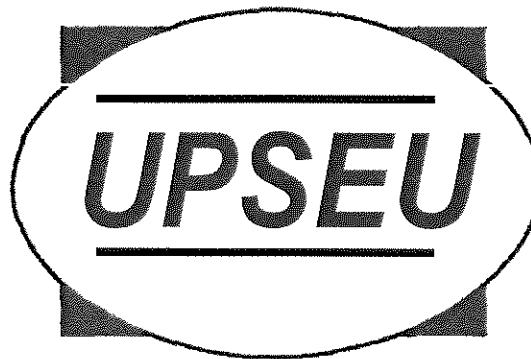


COLLECTIVE BARGAINING AGREEMENT

By and Between

Herricks Union Free School District

and the



United Public Service Employees Union
3555 Veterans Highway, Suite H
Ronkonkoma, NY 11779

July 1, 2020- June 30, 2023

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AGREEMENT

AGREEMENT made this 14th day of August 2021, by and between the BOARD OF EDUCATION of the Herricks Union Free School District, 999 B Herricks Road, New Hyde Park, NY 11040 (hereinafter termed the "District") and United Public Service Employees Union, 3555 Veteran's Highway, Suite H, Ronkonkoma, N.Y. 11779 (Food Service Unit) (hereafter termed the "Union"), wherein it is mutually agreed as follows:

WITNESSETH

ARTICLE I RECOGNITION AND UNION STATUS

SECTION A:

The District hereby recognizes the Union, as the exclusive bargaining representative of all full-time cooks, part-time cooks, assistant cooks and food service workers, excluding all other employees, for the purpose of negotiating collectively all in the administering of all grievances arising under the terms of this Agreement and for the purpose of entering into written agreements in determining such terms and conditions of employment.

SECTION B:

The Union shall be entitled to unchallenged representation status for the maximum period permissible by law.

ARTICLE II PAYROLL DEDUCTION OF DUES

SECTION A:

The District shall deduct regular membership dues from the wages of those unit members who submit duly executed authorization permitting such payroll deductions.

No later than thirty (30) days after the effective date of this Agreement or thirty (30) days after the effective date of employment, whichever is later, each unit member who is not a member of the Union will pay to the Union each month a service charge toward the administration of this Agreement and the representation of such unit member; provided, however, that each unit member will have available to his/her membership in the Union on the same terms and conditions as are available to Union members. The Union shall certify the amount of the service charge to the District. The District shall deduct such fee in the same manner the membership dues are deducted, provided that the Union certifies to the District that it has established a refund plan pursuant to Civil Service Law § 208(3).

In the event that Agency Fee union deduction becomes permissible by State and/or Federal law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by UPSEU. The parties further agree that such Agency Fee union deductions shall be remitted to UPSEU on a monthly basis.

ARTICLE III WAGES

SECTION A: Wages

The wage rates of members of the unit are set forth in Appendix "A" to this Agreement.

2020-2021 Wage increase shall be 0.50 cents per hour

2021-2022 Wage increase shall be 0.50 cents per hour

2022-2023 Wage increase shall be \$1.00 per hour

SECTION B: Hours

The current practice regarding hours shall remain in effect, including the District's right to increase or decrease hours in its discretion.

SECTION C: Overtime

All employees shall receive one and one-half times after forty (40) hours worked.

All work performed outside of the normal work week/work year shall be offered in seniority order, on a rotating basis, provided that the individual possesses the relevant job title and qualifications as determined by the Food Service Supervisor.

SECTION D: Transfer of Assignment

Employees required to work at a higher job classification shall be paid at the hourly rate of the higher job classification beginning with the first day of assignment.

SECTION E: Mandatory Training or Recertification

Unit members will receive their hourly wage for time spent in mandatory training or recertification.

SECTION F: Bi-Monthly Payroll

Effective July 1, 2021, in a manner consistent with State law, employees will receive a bi-monthly paycheck, i.e. each employee shall receive one (1) check mid-month and a second check at the end of the month. Income tax deductions will be determined by computer computations using bi-monthly payroll input factors. The foregoing will be implemented at the discretion of the District.

ARTICLE IV INSURANCE

SECTION A: Health Insurance

Unit members who are regularly scheduled to work at least thirty-six and one quarter (36 ¼) hours per week shall be entitled to receive one of the following benefits:

All employees shall provide information on other health insurance available to them, regardless of the source, which information shall include at least the name of the insurer and the name, number or other identifying information of the specific plan.

Individual Health Insurance

1. Eligible employees hired prior to July 1, 2009 shall contribute 15% of the premium cost for individual health insurance coverage.

Eligible employees hired July 1, 2009 through June 30, 2012 shall contribute 20% of the premium cost for individual health insurance coverage.

Eligible employees hired after September 24, 2013 and/or employees who become eligible for health insurance after this date shall contribute 25% of the premium cost for individual health insurance coverage.

2. Family Health Insurance will be offered to eligible employees, at the employee's expense.
3. The District is not obligated to provide health insurance coverage for employees or their dependents if they were not on the District payroll as of June 30, 2002, if they have available comparable coverage elsewhere. If anyone who is affected by this clause loses such comparable coverage, the District is obligated to provide health insurance for that individual, consistent with the terms of this Agreement.

SECTION B: Dental Insurance

Employees who are regularly scheduled to work at least thirty-six and one quarter (36 ¼) hours per week will be entitled to individual/family coverage. The District will pay \$9.15 of the premium for individual coverage or \$30.62 of the premium for family coverage.

SECTION C:

Employees eligible as of December 1, 2002, for health or dental insurance shall remain eligible for such benefits if the District reduces the employee's hours, provided that after such reduction, the employee is regularly scheduled to work twenty (20) or more hours per week. No unit member employed as of December 1, 2002, who is receiving health or dental insurance shall lose such coverage due to a reduction in hours.

SECTION D: Life Insurance

Fifteen Thousand Dollar (\$15,000.00) term life insurance for all employees who are scheduled to work twenty (20) hours or more per week. Employees must complete enrollment and beneficiary information to be eligible for life insurance coverage.

ARTICLE V MISCELLANEOUS

SECTION A: Uniforms

Employees shall be entitled to be reimbursed on an annual basis for pants, shirts, aprons, skirts and shoes as approved by the District upon presentment of a paid receipt documenting the purchase of such items. Employees will be reimbursed up to One Hundred Fifty Dollars (\$150.00) each year of the Agreement for these clothing items to be selected in a style/color designated by the Food Service Supervisor with input from an Association member.

Employees will be reimbursed up to One Hundred Dollars (\$100.00) per year for work shoes. Work shoes must be rubber soled, non-skid and OSHA compliant.

SECTION B: Fingerprinting

Employees will be eligible for reimbursement from the District for mandatory fingerprinting after completing a sixty (60) day work period.

SECTION C: Compliance with Policy

All employees are required to comply with all applicable Board policies and regulations.

**ARTICLE VI
UNION BUSINESS**

SECTION A:

The District shall make available to the Union without charge, space for the conduct of general meetings of the membership and individual committee meetings.

SECTION B:

No Union business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

SECTION C:

A representative of United Public Service Employees Union may enter the premises for Union business upon reasonable prior notice to the Assistant Superintendent for Business.

SECTION D:

The Union shall have free and unhindered use of school mail service and boxes for the purpose of distributing material to its membership, limited to official Union business, provided such use does not interfere with official use by the District.

**ARTICLE VII
RETIREMENT**

Unit member shall have the option of joining the employee's retirement system (75i) of the New York State Employee's Retirement Plan.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

Each unit member shall be entitled to a representative of his/her own choice at each step of the grievance procedure.

Any disputes arising concerning the interpretation or application of the terms of this Agreement, may be the subject of a grievance and shall be processed and resolved in accordance with the following:

SECTION A:

A grievance shall be presented by the aggrieved unit member to the Food Service Supervisor, in writing, within ten (10) working days after the alleged grievance arises. Within five (5) working days after receipt of the written grievance, the Food Service Supervisor shall confer with the aggrieved unit member and his/her representative, if the unit member so desires.

SECTION B:

In the event such grievance is not resolved, in writing, within five (5) working days following such conferences with the Food Service Supervisor, the aggrieved unit member shall present it, in writing, within five (5) working days thereafter to the Assistant Superintendent for Business.

SECTION C:

Within five (5) working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved unit member and his/her representative, if he/she chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten (10) working days after such conference, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within five (5) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses.

SECTION D:

In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the grievance shall be presented, in writing, within ten (10) working days after receipt of the reply to the Board of Education for settlement. The decision of the Board of Education shall be final and binding.

SECTION E:

Strict adherence to the timelines set forth in this Article shall be a condition precedent to prosecuting a grievance. Failure by the employee of union to meet any timeline shall constitute a waiver of the grievance, and the matter shall be deemed closed.

ARTICLE IX PAID LEAVE

SECTION A: General

Except in the case of an emergency, employees shall make every effort to make medical and or dental appointments outside the work day. If an employee is out sick three (3) or more consecutive days, the District may require a note from a physician upon the employee's return. Notice of absence or lateness shall be given by the employee as early as possible, so that proper staffing arrangements may be made by the District.

Unit members shall provide notice to the District of any absence or lateness as soon as possible, but in no event after the beginning of the employee's shift.

SECTION B: Sick Leave

Unit members shall be entitled to sick leave as follows:

0 - 5 years	eight (8) sick days
6 - 10 years	nine (9) sick days
11 years plus	ten (10) sick days

Three (3) paid sick leave days per year may be used as personal days for personal business which cannot be conducted outside the work day. For each sick day not used by the unit member by June 30th the District shall pay that unit member the daily amount of his/her wages. A separate check for sick days not used as of June 30th will be made in the second pay cycle in July of the following school year.

If an employee takes a sick day immediately preceding or following a weekend, holiday, vacation day or other leave, the District may require a doctor's note upon the employee's return.

Sick days for the first year of employment shall be prorated. During the first year of employment the days must be earned prior to use and pay out shall only be for days earned.

SECTION C: Holidays

Memorial Day
Thanksgiving
*Christmas
*Good Friday

*Note – or another appropriate religious holiday when school is not in session.

SECTION D: Bereavement Leave

An employee shall be entitled to up to a maximum of five (5) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate family is defined as the employee's mother, father, brother, sister (or corresponding in-law), spouse, child, grandparents or legal guardian. An employee shall be entitled to up to a maximum of one (1) day of paid bereavement leave in the event of a death of an employee's aunt, uncle, niece or nephew.

SECTION E: Inclement Weather

Unit members shall be paid up to three (3) days per school year when school is canceled because of inclement weather.

SECTION F: Delayed Opening

In the event of a delayed opening of at least two (2) hours, all unit members who report for work on the day of the delayed opening will receive pay for one (1) hour.

ARTICLE X BREAKS

The District recognizes that those unit employees working five (5) or more hours each day shall receive a fifteen (15) minute break during the course of the workday, as assigned by the Supervisor of the District School Lunch Program. Both the Union and the employees, however, recognize that such breaks may not in any way delay the preparation or service of food or otherwise have a detrimental impact on the school lunch program. Such breaks may not be taken on those days it is not feasible to do so, as determined by the Supervisor.

ARTICLE XI UNION/MANAGEMENT COMMITTEE

A committee shall consist of four (4) unit members to meet with the District representatives to discuss Staffing and other Food Service issues.

ARTICLE XII MILEAGE REIMBURSEMENT

Employees using their own personal vehicle for District work shall be reimbursed for mileage at the District rate.

ARTICLE XIII ILLEGALITY

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

ARTICLE XIV SHOP STEWARD

SECTION A:

Shop Stewards shall be lawfully elected or appointed by the Union.

SECTION B:

The Shop Steward in the appropriate work classification is the sole person, aside from the grievant, who may process a grievance during normal working hours and at no time shall either lose pay. However, prior approval of the Supervisor shall be requested by the Steward, which shall not be unreasonably denied.

**ARTICLE XV
TAYLOR LAW NOTICE**

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 BEEN GIVEN APPROVAL.

**ARTICLE XVI
JOB POSTING**

Job postings of new positions shall be posted in the kitchens in the District for a period of seven (7) days.

Seniority shall be considered (but shall not be a primary factor) in connection with promotions within the District.

The Director or his/her designee will meet with the unit members within the first two (2) weeks of each school year to discuss schedules and any change to work hours.

**ARTICLE XVII
DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2020, and shall remain in full force and effect to and including June 30, 2023. Upon expiration, the terms of this Agreement shall continue as provided for by law. On or before January 15, 2023, either party may notify the other of its desire to commence negotiations for a successor collective bargaining agreement.

**ARTICLE XVIII
TERM OF AGREEMENT**

The term of this Agreement shall be three (3) years, July 1, 2020 through June 30, 2023.

Board of Education
Herricks Union Free School District



Board President

United Public Service Employees



Kevin E. Boyle, Jr.
President

Herricks Union Free School District

Food Service Unit Wages

Appendix "A"

Hourly base wages shall be increased as follows:

2020-2021: \$0.50 per hour on 2019-20 hourly base wages

2021-2022: \$0.50 per hour on 2020-21 hourly base wages

2022-2023: \$1.00 per hour on 2021-22 hourly base wages

	2020-2021	2021-2022	2022-2023
Food Service Worker	\$17.17	\$17.67	\$18.67
Food Service Worker/Cashier	\$19.07	\$19.57	\$20.57
Manager/Cashier	\$20.06	\$20.56	\$21.56
Assistant Cook	\$18.25	\$18.75	\$19.75
Cook 2	\$20.57	\$21.07	\$22.07
Cook 3	\$21.33	\$21.83	\$22.83
Cook 4	\$23.70	\$24.20	\$25.20
Subs	\$15.33	\$15.83	\$16.83