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# **AGREEMENT**

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**by and between the**

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

**and the**

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**FOOD SERVICE UNIT**

**2015-2016**

**2016-2017**

**2017-2018**

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AGREEMENT entered into this 20<sup>TH</sup> day of April, 2017, by and between the Board of Education of the Huntington Union Free School District, Town of Huntington, Huntington, New York, hereinafter referred to as the "Board", and the United Public Service Employees Union, Food Service Unit, hereinafter referred to as the "Union".

**ARTICLE I  
RECOGNITION AND UNCHALLENGED REPRESENTATION STATUS**

- A. By virtue of a Resolution adopted by the Board of Education on January 13, 1970, the "Union" is recognized as the exclusive representative of the employees in the Food Service Unit consisting of all contract cafeteria personnel including but not limited to cook-managers, cooks, assistant cooks, bakers, food service workers and other cafeteria employees.
- B. The Union shall be such sole agent of the above enumerated personnel for the maximum period permitted under Section 208(2) of the Public Employees Fair Employment Act.

**ARTICLE II  
TERM OF CONTRACT**

Length of Contract – July 1, 2015 through June 30, 2018.

**ARTICLE III  
CONDITIONS OF EMPLOYMENT**

A.

1. **Work Year**

The work year shall extend from September 1 to June 30 of each school year.

Employees covered by this contract are required to work as part of their annual salary, two days prior to school being in session. Any other days worked prior to the two days before schools are in session or after schools close, will be compensated for at the regular hourly rate in effect for that contract year.

All employees hired after July 1, 1996 shall be hired as hourly employees. They shall work the days and number of hours assigned by the Superintendent of Schools or his/her designee.

2. Work Week

Employees shall work the number of hours assigned by the Superintendent of Schools or his/her designee.

3. Holidays

Holiday schedules for all employees shall coincide with the school calendar adopted by the Board of Education. On Conference Days when school is closed and teachers attend conferences, the Superintendent of Schools or his/her designee may call a Conference Day for cafeteria personnel.

4. School Closings

All employees shall be excused from work on days when the schools are closed or recessed due to snow or other serious weather conditions. Employees hired as hourly employees shall be paid for the number of hours for which they were scheduled to work on days schools are closed due to snow or other serious weather conditions.

5. Assignments

All cafeteria employees will be assigned by the Superintendent of Schools or his/her designee to work in any building in the District. Assignments may be changed as needed during the school year to provide proper coverage in each building. In addition, Food Service workers may be temporarily assigned to another building by reason of per diem absences.

6. Job Openings

The Union shall receive notice of all job openings.

**ARTICLE IV  
BENEFITS**

A.

1. Sick Leave

Contract Employees

Each contract employee hired prior to July 1, 1982, who works twenty (20) hours per week or more shall:

- (a) After one (1) full year of service in the District be entitled to fifteen (15) full days of sick leave per year cumulated without limit. Half

days accumulated prior to June 30, 1993 will be converted to full days on a two for one basis.

- (b) A doctor's certificate for proof of illness shall be required for any illness of more than ten (10) consecutive days.
- (c) Any employee who will be absent due to illness must call in at least one hour prior to the start of his/her shift.

Each contract employee hired after September 1, 1982, who works twenty (20) hours per week or more shall:

- (a) After five (5) months of completed and continuous service be entitled to one (1) sick day per month commencing with the sixth month.
- (b) A doctor's certificate for proof of illness shall be required for any illness of more than five (5) consecutive days.
- (c) For those employees in continuous service in the District for two (2) or more years, sick leave shall be credited at the rate of ten (10) days per year at the beginning of each school year or credited on a pro-rata basis.
- (d) Sick leave may be accumulated without limit.
- (e) Any employee who will be absent due to illness must call in at least one (1) hour prior to the start of his/her shift.

#### Hourly Employees

Each hourly employee hired after July 1, 1996, who works twenty (20) hours per week or more shall:

- (a) After five (5) months of completed and continuous service be entitled to one (1) sick day per month commencing with the sixth month.
- (b) A doctor's certificate for proof of illness shall be required for any illness of more than five (5) consecutive days.
- (c) For those employees in continuous service in the District for two (2) or more years, sick leave shall be credited at the rate of ten (10) days per year at the beginning of each school year or credited on a pro-rata basis.

- (d) Sick leave may be accumulated without limit.
- (e) Any employee who will be absent due to illness must call in at least one (1) hour prior to the start of his/her shift.

2. Unused Sick Leave

Retiring employees shall be granted the benefits and privileges to the extent provided in Section 41(j) of the New York State Retirement and Social Security Law dealing with service credit for unused sick leave.

3. Extended Sick Leave

- (a) An employee with three (3) years of service shall be paid two percent (2%) of his/her monthly salary multiplied by the number of years of service in the District plus \$100 per month for the months in which he/she is ordinarily paid. No employee shall receive this extended sick leave for more than one (1) school year in any one consecutive five (5) year period.
- (b) An employee shall be entitled to extended sick leave only for prolonged and serious illness which begins when he/she has sick leave rights under A-1 and A-2 above and which illness exhausts such rights.

4. Sick Leave Bank

- (a) To assist members of the Unit who suffer prolonged illness (due to illness and/or accident or extenuating circumstances) beyond their full and half day accumulations (as provided in Article IV), the District will contribute one (1) day for each member of the Unit annually, and each member will contribute one (1) day from his/her full day sick leave entitlement annually to a Sick Leave Bank. The total accumulated sick days in the bank shall not exceed seventy (70) days (including accumulations from prior years).
- (b) To become eligible for Sick Leave Bank days, an employee must deplete his/her total cumulative sick leave as provided in Article IV.
- (c) The Bank shall be administered by a Food Service Sick Leave Bank Committee consisting of four (4) members, all of whom shall be appointed by the Union.
- (d) All requests for days from the Bank shall be submitted to the committee whose decision in granting or rejecting the request, in whole or in part, shall be final.

- (e) All committee proceedings shall be confidential. The committee may request such information as may be required from an individual, or from the parties to this Agreement.
- (f) Subsequent to the first year, if it is necessary to replenish the Bank to seventy (70) days, the difference between the balance remaining at the end of the year and seventy (70) days will be made up by the Bargaining Unit.

**B. Personal Business Days**

Three (3) personal business days are granted with the provision that the employee must receive approval in advance of the day off. Although not cumulative as personal leave, personal days not taken each year will be added to an employee's accumulated sick leave entitlement.

**C. Health Insurance – Empire Plan**

Contract Employees

For employees hired on or before June 30, 1987, the Board of Education will pay at the rate of 85% of the cost of the premium for the Family Plan and 100% of the cost of the premium for the Individual Plan under the Empire Plan or any plan of the District's choice which provides the same coverage and benefits as the Empire Plan. Effective July 1, 2001, the District's contribution to the cost of individual coverage shall be reduced to 90% thereof. Effective September 1, 2002, the District's cost shall be further reduced to 85% thereof.

For employees hired on or after July 1, 1987, the Board will pay 40% of the premium for the Family Plan and 50% of the premium for the Individual Plan under the Empire Plan or any plan of the District's choice which provides the same coverage and benefits as the Empire Plan. Effective July 1, 2000, the District's contribution shall be increased to 50% of the premium for Family coverage and 60% for Individual coverage. Effective July 1, 2004, the District's contribution shall be increased to 55% of the premium for Family coverage and 65% for Individual coverage. Effective July 1, 2005, the District's contribution shall be increased to 60% of the premium for Family coverage and 70% for Individual coverage.

Hourly Employees

For employees hired on or after July 1, 1996, who work thirty (30) or more hours per week, the Board will pay 40% of the premium for the Family Plan and 50% of the premium for the Individual Plan under the Empire Plan or any plan of the District's choice which provides the same coverage and benefits as the Empire



Plan. Effective July 1, 2000, the District's contribution shall increase to 50% of the premium for Family coverage and 60% for Individual coverage. Employees who normally work less than thirty (30) hours per week shall have the option of paying 100% of the premium in order to participate in the plan. This option shall be available only to the extent it is allowed by the Empire Plan or other District plan and shall be subject to the rules and regulations, and their changes, of the Empire Plan or other District Plan. Effective July 1, 2000, employees working at least twenty (20) hours per week but less than thirty (30) hours per week, shall receive the sum of \$25.00 per month in lieu of health insurance benefits. Effective July 1, 2004, the District's contribution shall be increased to 55% of the premium for Family coverage and 65% for Individual coverage. Effective July 1, 2005, the District's contribution shall be increased to 60% of the premium for Family coverage and 70% for Individual coverage.

**D. Guaranteed Ordinary Death Benefits**

Members of the Retirement System shall be entitled to death benefits as provided in Section 60-b of the New York State Retirement and Social Security Law.

**E. Workers' Compensation**

1. An employee hired prior to July 1, 1981 shall receive full pay during absence due to a work-related injury covered by Workers' Compensation up to a period of one (1) year. At the expiration of the year the Board has the option of continuing full salary or placing the employee on the Workers' Compensation benefits scale.
2. The Board of Education may have such employee examined by an appropriate physician at any time during such absence to determine whether the employee's condition, due to such work-related injury, continues to require his/her absence from employment. Upon a finding by such physician that the employee is fit for duty, the full pay provision shall be terminated.
3. An employee hired on or after July 1, 1981, who is absent due to a work-related injury covered by the Workers' Compensation Law, shall receive no greater pay for such absence than that provided and determined under the provisions of such law.

**F. Retirement Plans**

1. Qualified employees, upon retirement, shall receive the benefits provided under the Coordinated-Escalator Retirement Plan (Article 14) or Sections 75-e, 75-g, 75-i of the New York State Employees Retirement System.

2. **Accumulated Sick Leave at Retirement**

Each employee who is granted retirement in the New York State Retirement System (those with ten (10) years of service who have reached the age of 55 for Tier I personnel, or those with ten (10) years of service who reached the age of 62 for Tier II and Tier III personnel) shall be paid for accumulated sick leave days beyond 165 days at one day's pay for each three days accumulated. The District will pay this at the daily salary in effect at the time of retirement. Any amount so paid to the employee would be deducted from the amount that is accumulated and used to pay for health insurance premiums after retirement.

G. **Credit for Certain World War II Service**

Employees shall enjoy all of the rights and privileges to the extent provided in Section 2, Paragraph 31(2) and Section 41(k) of the New York State Retirement and Social Security Law and Section 243 of the New York State Military Law.

H. **Transfer of Members Between Systems**

Employees shall enjoy all of the rights and privileges to the extent provided in Section 43 of the New York State Retirement and Social Security Law dealing with the transfer of service credit from one retirement system to another.

I. **Tax Sheltered Annuities**

The Board of Education shall accept applications from interested contract members of the Cafeteria Staff for reduction in or deduction from the contract salaries, the amount of such reduction to be remitted to a tax-sheltered annuity program approved by the Board of Education in accordance with the rules currently in effect.

J. **Flexible Benefits Plan**

Effective no later than January 1, 1993, the Board will participate in a menu type Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

K. **Employee Assistance Program**

Effective July 1, 1993, the District shall participate in an Employee Assistance Program (EAP), the total annual cost of which shall not exceed \$10,000.00 for all employees of the District.

L. Dental Insurance

Effective July 1, 2000, employees shall be entitled to participate in the Union's dental insurance plan via payroll deductions. No contributions shall be required by the District.

M. Long Term Disability

Effective July 1, 2000, all employees working thirty (30) hours or more shall be entitled to long-term disability insurance. The District's annual cost for this benefit shall not exceed \$125.00 per employee.

N. Mileage Reimbursement

Unit members who are required to use their personal vehicles to travel between District buildings for work during the course of their work day shall be entitled to mileage reimbursement at the current IRS rate.

**ARTICLE V  
LEAVES OF ABSENCE**

A. Child Care Leave

1. A Child Care Leave up to one (1) year without pay may be granted at the discretion of the Board of Education to all employees in this Unit subject to the following conditions:

- (a) A request must be made as soon as it is known that it will be necessary and such request must include a statement from a physician giving the anticipated date of birth.
- (b) The exact dates of the leave will be arranged, if possible, to coincide with the beginning of a semester.
- (c) Before returning from a Child Care Leave, a statement from a physician certifying fitness for duty must be furnished to the Board of Education.

B. Health

Leaves of absence without pay of up to one (1) year duration may be granted for reasons of personal health.

C. **Death in the Immediate Family or of Nearest Relative**

1. A maximum of five (5) days without loss of pay will be allowed for absence due to a death in the immediate family, or of nearest relative. Such leave shall be taken within seven (7) days following such death. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: husband, wife, children, father and mother, brothers and sisters. Effective July 1, 2005, immediate family shall also include mother-in-law and father-in-law.
2. In the case of the death of more distant relative or close friend, absences shall be permitted under the personal leave provisions.

D. **Public Duties**

Employees shall be permitted to have time off with pay when it is necessary for the purpose of performing jury duty.

**ARTICLE VI  
MISCELLANEOUS MATTERS**

A. **Conformity to Law**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and no substitute provision shall be established except upon consultation between the parties.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

B. **Section 204-a of the Taylor 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 therefor, shall not become effective until the appropriate legislative body has given approval.

C. **No Strike Pledge**

The Union and the Board of Education subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

D. Smoking

Smoking by employees is prohibited at all times in all buildings and on all grounds of the Huntington Union Free School District.

**ARTICLE VII  
MANAGEMENT RIGHTS**

- A. Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to hire and promote employees; to increase or decrease the working force; and to suspend, discharge and discipline employees, and any and all management rights and prerogatives not abridged, limited, or transferred to the employees by this Agreement.
- B. The District continues to reserve the right to subcontract the complete operation of the Cafeteria Program.

**ARTICLE VIII  
SALARY PROVISIONS**

- A. Individual salaries of contract employees shall be increased in each year of this contract as follows:

2015-2016	2%
2016-2017	2%
2017-2018	An amount equal to the greater of:

1.25% of the 2016-2017 salary

Or

For those employees whose salary would be increased by the New York State Minimum Wage Law during the 2017-18 school year, the difference between the employee's 2016-2017 salary and the New York State Minimum Wage in effect as of December 31, 2017 for Suffolk County.

Or

For those employees in the titles of Lead Cook, Assistant Cook, Cook Manager or High School/Central Kitchen Cook Manager, the difference between the employee's 2016-2017 salary\* and the following minimum wage for the employees in those titles:

Lead Cooks and Assistant Cooks: \$16 per hour

Cook Manager: \$18.50 per hour

High School/Central Kitchen Cook Manager: \$21.50

\* In the event an employee is promoted to the title(s) of Lead Cook, Assistant Cook, Cook Manager or High School/Central Kitchen Cook Manager, such employee shall be entitled to the minimum wage of such position set forth herein if greater than the employee's current salary. In the event an employee is demoted from the title(s) of Lead Cook, Assistant Cook, Cook Manager or High School/Central Kitchen Cook Manager, such employee's salary shall be reduced to the minimum wage of the title after the demotion, unless otherwise agreed to by the parties.

**B. Longevity**

1. At the completion of ten (10) years of service in the District each contract employee shall receive a raise of \$275.00.
2. At the completion of fifteen (15) years of service, shall receive a total longevity raise of \$500.00.
3. At the completion of twenty (20) years of service to the District, shall receive a total longevity raise of \$575.00. This longevity raise shall be received on the anniversary date of employment.
4. Recognizing longevity as a reward for service to the District, all employees covered by this contract shall receive a full longevity increment when they are eligible regardless of the number of hours employed.

**C. Additional Benefit**

Each employee who works twenty (20) hours per week or more shall have his/her annual salary increased by \$25.00 in lieu of fringe benefits.

**D. Starting Salaries**

Starting salaries shall be set by the Board of Education. As of July 1, 2002, the starting salary for a food service worker is \$10.10 per hour.

E. Transfer of Assignment

An employee replacing an employee in a higher job classification will be paid an additional \$1.00 per hour or the same hourly rate as the employee being replaced, whichever is lower, during the replacement period provided, however, that said additional payment will be made only in connection with a full day assignment. Effective January 1, 2005 and thereafter, as of the 16<sup>th</sup> consecutive work day in the higher job classification, the employee shall be paid at the hourly rate of said higher job classification for the balance of the replacement period. When an employee moves from a higher job classification to a lower one, the adjusted salary will be equal to other employees in that lower classification with the same seniority in the District.

F. Uniform Allowance

A \$75.00 uniform allowance to meet the necessary dress code will be paid to contract employees in September of each year of the contract. Effective July 1, 2000, this allowance shall increase to \$150.00 annually. Effective July 1, 2004, this allowance shall increase to \$250.00 annually. Employees shall be required to wear a clean uniform daily. The proper uniform shall consist of: white kitchen shirt (button down front), black elastic waist pants, black socks, white apron, black non-slip shoes and hat.

G. Waiver of Ninety (90) Day Notice

In the event the Board of Education decided to employ an outside contractor to run the cafeteria operation and the cafeteria workers are notified of this decision less than ninety (90) days before the event is to occur, then the requirement of a ninety-day notice to be eligible for the retirement increment will be waived. Instead, eligible retiree will be allowed fifteen (15) days after said notice to employ an outside contractor, to notify the Board of intention to retire effective no sooner than the date of the closing of the cafeteria.

H. Payday

Notwithstanding any current practice to the contrary, the District shall have the right to change the current payroll period so as to have the first payday be the second Friday after Labor Day.

**ARTICLE IX  
AGENCY FEE**

The District shall notify all employees who are currently on the payroll within the time covered by this Agreement that those employees who are not members of the Union shall have deducted from their salaries an Agency Fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction shall be discontinued.

An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency shop fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deduction shall be deemed to be a request for a change in the agency fee.

Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deduction shall be notified in writing by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.



The Union affirms that it will establish and will maintain a procedure which provides for the refund, to any employee demanding the same, or any part of an agency fee which represents the employee's pro-rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred-to organizations, then this Article insofar as it relates to agency fee deduction, shall be null and void.

## **ARTICLE X GRIEVANCE PROCEDURE**

### **Step One**

#### **Informal Stage**

The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved by this procedure, the employee may proceed to Formal Stage 2.

### **Step Two**

#### **Formal Stage**

- (a) Within five (5) days after a determination has been made at the first stage an aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for a review and re-determination of his/her grievance.
- (b) The Superintendent of Schools or his/her designee shall immediately notify the aggrieved employee and his/her representative and immediate supervisor to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination previously rendered.
- (c) If any informal hearing is requested in the written statement of either party pursuant to paragraph (b) above, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case, of the time and place where such hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such a hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph (b).

- (d) The Superintendent of Schools or his/her designee shall render his/her determination within ten (10) school days after the written statements pursuant to paragraph (b) have been presented to him/her.

### Step Three

#### The Board of Education Stage

Within five (5) days after the final administrative decision, the employee alleging the grievance may request in writing that the Superintendent submit to the Board of Education a summary of the proceedings. The Board shall act upon this matter within thirty (30) days after the employee's written request has been submitted to the Superintendent.

### ARTICLE XI DUES DEDUCTION


- A. The Board agrees to the deduction of a uniform amount from the salaries of members of the Union for dues for the Union, as said members individually and voluntarily authorize the Board to deduct and to transmit the monies to United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, New York.
- B. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks for ten-month employees, and twenty-four (24) paychecks for twelve-month employees, starting with the first paycheck in September. The Union shall provide the Board with copies of the original signed dues authorization forms of those employees who have voluntarily authorized the Board to deduct dues for the Union and provide the Board with a certification in writing of the rate of its membership dues for the ensuing school year. The Union agrees not to change the deduction rate nor the total amount of dues deducted more than once during the course of the school year.
- C. 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.

**ARTICLE XII  
TAYLOR 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


**United Public Service Employees Union**

Date: 4/20/17

By   
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President, UPSEU

**UPSEU Food Service Unit**

Date: 04/21/17

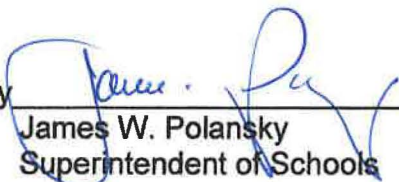
By   
\_\_\_\_\_  
Karen Cronin  
Bargaining Unit President

**Huntington Union Free School District**

Date: \_\_\_\_\_

By   
\_\_\_\_\_  
Thomas DiGiacomo  
President, Board of Education

Date: 4/24/2017

By   
\_\_\_\_\_  
James W. Polansky  
Superintendent of Schools