
AGREEMENT

by and between the

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

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

FOOD SERVICE UNIT

2024-2028

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AGREEMENT entered into this 13th day of January, 2025, 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, food service drivers, 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, 2024 through June 30, 2028.

**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 District shall provide employees with notice of job openings via District e-mail.

**ARTICLE IV
BENEFITS**

A.

1. Sick Leave

Each employee who works twenty (20) hours per week or more shall:

- (a) Effective January 13, 2025, during an employee's first year of service, he/she shall be entitled to one (1) full day of sick leave per month of service; however, in no event shall an employee accrue more than ten (10) sick leave days per year.

- (b) Effective January 13, 2025, a doctor's certificate for proof of illness shall be required for any sick leave of more than three (3) consecutive school 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 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 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

The District shall participate in an Employee Assistance Program (EAP), the total annual cost of which shall not exceed \$20 per employee.

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, mother-in-law, and father-in-law. Effective January 13, 2025, immediate family shall also include "grandparents." Effective January 13, 2025, "immediate family or nearest relative" shall mean, "husband, wife, children, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, grandchildren, brother-in-law and sister-in-law, son-in-law and daughter-in-law."

2. In the case of the death of a 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. Salary

- 1. Effective July 1, 2024, the following minimum wage shall apply for the employees in the following titles:

- 1. Lead Cooks and Assistant Cooks: \$20.25 per hour
- 2. Cook Managers: \$21.25 per hour
- 3. High School/Central Kitchen Cook Managers: \$24.25 per hour

Effective July 1, 2025, the minimum wage for the above titles shall be increased by \$.50 per hour over the rates paid to such employees as of July 1, 2024.

Effective July 1, 2026, the minimum wage for the above titles shall be increased by \$.50 per hour over the rates paid to such employees as of June 30, 2025.

Effective July 1, 2027, the minimum wage for the above titles shall be increased by \$.50 per hour over the rates paid to such employees as of June 30, 2026.

- 2. Individual salaries of contract employees shall be increased in each year of this contract by the greater of the following:
 - a. For those employees whose salary would be increased by the New York State Minimum Wage Law, the employee's wages shall be increased effective July 1 of each year by the difference between the employee's salary during the previous school year and the New York State Minimum Wage Law effective as of the following December 31 for Suffolk County.

OR

- b. The wages of current employees shall be as follows:

- i. Effective July 1, 2024, the Food Service Driver shall be paid the same wages as "Food Service Worker" as set forth herein.
- ii. Effective July 1, 2024:
 - A. Food Service Workers hired between July 1, 2023 and June 30, 2024: \$17.75 per hour
 - B. Food Service Workers hired between July 1, 2022 and June 30, 2023: \$18.00 per hour
 - C. Food Service Workers hired before July 1, 2022: \$18.25 per hour
 - D. Lead Cooks and Assistant Cooks: \$22.00 per hour
 - E. Cook Managers: \$25.00 per hour
 - F. Central Kitchen Cook Managers: \$27.00 per hour
 - G. High School/Central Kitchen Cook Manager: \$34.85 per hour
- iii. Effective July 1, 2025, the rate of pay for the above titles shall be increased by \$.75 per hour over the rates paid to such employees as of July 1, 2024.
- iv. Effective July 1, 2026, the rate of pay for the above titles shall be increased by \$.75 per hour over the rates paid to such employees as of June 30, 2025.
- v. Effective July 1, 2027, the rate of pay for the above titles shall be increased by \$.75 per hour over the rates paid to such employees as of June 30, 2026.

B. Longevity

- 1. At the completion of seven (7) years of service in the District each contract employee shall receive a raise of \$325.00. Effective July 1, 2027, such amount shall increase to \$350.00.
- 2. At the completion of ten (10) years of service in the District each contract employee shall receive a total longevity raise of \$550.00. Effective July 1, 2027, such amount shall increase to \$575.00.
- 3. At the completion of thirteen (13) years of service to the District each contract employee, shall receive a total longevity raise of \$625.00. This longevity raise shall be received on the anniversary date of employment. Effective July 1, 2027, such amount shall increase to \$650.00.

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. The starting salary for a food service worker is as follows:

- a. Effective July 1, 2024: \$17.25 per hour
- b. Effective July 1, 2025: \$17.75 per hour
- c. Effective July 1, 2026: \$18.25 per hour
- d. Effective July 1, 2027: \$18.75 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 greater, 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 16th 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. Effective upon ratification and thereafter, as of the first 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.

I. Labor-Management Committee

A labor-management committee ("Committee") shall be established and meet to consider the provision of uniforms to the Unit including, but not limited to, uniform quality, quantity, and frequency of replacement. The recommendations of the Committee shall be advisory and any recommendation by the Committee shall be subject to Board approval.

**ARTICLE IX
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 X 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 XI
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: 2/4/2025

By 
Kevin E. Boyle Jr.
President, UPSEU

UPSEU Food Service Unit

Date: _____

By 
Claudia Contreras
Bargaining Unit President

Huntington Union Free School District

Date: 2/25/2025

By 
Xavier Palacios
President, Board of Education

Date: 2/11/25

By 
Beth McCoy
Superintendent of Schools