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Contract Database Metadata Elements

Title: **Bayport-Blue Point Union Free School District and Bayport-Blue Point Cafeteria Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 870 (2003)**

Employer Name: **Bayport-Blue Point Union Free School District**

Union: **Bayport-Blue Point Cafeteria Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Local 870**

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NEGOTIATIONS AGREEMENT

Between the

Bayport-Blue Point Board of Education

and the

Civil Service Employees' Association, Inc. Local 1000

Bayport-Blue Point Cafeteria Unit Local 870

July 1, 2003 - June 30, 2006

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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STATEMENT OF RECOGNITION

The Board of Education of the Bayport-Blue Point Union Free School District recognizes the Civil Service Employees' Association, Inc., Local 1000, as the exclusive collective bargaining representative for the Bayport-Blue Point Cafeteria Unit Local 870 comprised of food service workers.

I. SALARIES - Hourly

<u>Level</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Entry	\$10.55	\$10.95	\$11.35
1	11.00	11.40	11.80
2	11.20	11.60	12.00
3	11.40	11.80	12.20

After seven (7) years of employment as a food service worker, an employee shall receive an additional \$.20 per hour; after twelve (12) years of employment as a food service worker, an employee shall receive an additional \$.20 per hour.

Employees serving in the capacity of lead food service worker shall be compensated with an additional one dollar and fifty cents (\$1.50) per hour.

II. WORK YEAR/DAY

A. Work Day

The District and the Association shall establish a normal workday (number of hours per day) for hourly workers by September 30 of each year.

B. Work Year

The work year for employees shall be defined as September 1 to June 30.

III. LEAVES

A. Sick Leave

After five (5) months.....two (2) paid sick days;
After ten (10) months.....two (2) additional paid sick days for a total of four (4);
After five (5) years.....six (6) paid sick days.

Employees shall be permitted to accumulate a maximum of fifteen (15) sick days.

Employees absent for three consecutive workdays may be required to submit a doctor's note.

B. Death-in-Family/Critical Family Illness

Employees will be permitted a maximum of five (5) days for the death or critical illness of an immediate family member without loss of pay or any other accruals. Immediate family member is defined as father, mother, spouse, child, sibling, father-in-law, mother-in-law, grandparent, step-parent and step-child.

IV. UNIFORMS

1. The Board of Education agrees to provide three (3) uniforms, each uniform consisting of a smock and a pair of pants, for all regular employees. The proper safekeeping of the uniforms is the employees' responsibility. Uniforms shall be replaced by the District when their condition does not allow them to be worn as a result of normal wear and tear. The uniforms will be the property of the Board of Education, and shall be worn on the job at all times and only on the job.

Effective September 1, 2004, the district shall supply uniforms without district logos upon return of the uniforms with logos. These uniforms shall be issued each year and need not be returned to the district unless during a school year they need to be replaced.

2. All regular employees are required to wear white, leather, closed work shoes (excluding loafers) on the job. A shoe allowance will be granted not to exceed thirty dollars (\$30); effective July 1, 2004, not to exceed thirty-five dollars (\$35); effective July 1, 2005, not to exceed forty dollars (\$40). This will be available annually (July 1-June 30) to reimburse the regular employee for the actual purchase price (sales tax excluded) of the required work shoes upon presentation of a completed claim form and paid receipt (documentation required to show proof of payment).

V. REASSIGNMENT

A consultation will be held with food service workers prior to intended reassignment so that they may have advance notice.

VI. GRIEVANCE PROCEDURE

Formal Grievance Procedures are hereby instituted as follows:

Section I: General Policy

It is the intention of the Board of Education that any employee, regardless of membership in an association should have full access to the Board of Education on any grievance that may arise.

Section II: Definition

A grievance is a claim by any employee or group of employees based upon any event or condition affecting the welfare and/or terms of the conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.

Section III: Procedure

An employee must first present his/her problem (in writing) to the building principal. If they are not able to resolve the problem, and that fact is stated by either party in writing, a grievance exists. Then, and only then, can the employee initiate the Grievance Procedure.

Wherever an employee prefers, s/he may choose any member of his/her particular staff, or a legal representative, to accompany him/her through the various stages of the Grievance Procedure.

The Association will establish a Grievance Committee which will hear the application of the aggrieved employee. Once that committee has endorsed the existence of a grievance, the following levels of negotiations are to be pursued:

- Level I** The aggrieved party endeavors to settle the case with the parties immediately concerned. If no solution is reached, the grievance is taken to the next level.
- Level II** The aggrieved party presents the grievance to the Superintendent of Schools. If the aggrieved party is not satisfied by the resolution of the problem at this level, the Grievance is taken to the next level.
- Level III** The aggrieved party presents the grievance to the Board of Education. The Board reviews the matter, and will announce its decision within a period of thirty (30) days.
- Level IV** Advisory arbitration.

VII. AGENCY SHOP

The Board of Education shall deduct from the salary of any employee who is included in the unit but not a member of the Civil Service Employees' Association (Food Service Workers) an amount up to the equivalent of dues payable by a member of the Association. The Board shall transmit the monies so collected to the Association.

The Board of Education agrees to an agency shop fee deduction provision, as authorized by law, upon the following conditions:

- A. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law, and other relevant statutes and case law.
- B. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association as provided by law.
- C. That the Bayport-Blue Point Civil Service Employees' Association (Food Service Workers) represents to the Bayport-Blue Point Board of Education that it has an appeal procedure which is available to any individual member of the bargaining unit who is desirous of appealing the application of the agency shop provisions included within this agreement.

- D. That as long as the Board complies with the law and this Agreement, the Association agrees to save the Board harmless with respect to all demands, claims, awards, or judgments assessed against the Board by reason of any claim made with respect to fees collected under this provision. It is understood that in lieu of payment of counsel fees, the Association shall provide appropriate representation to defend the District, should it become necessary.
- E. That a bargaining unit member wishing to appeal the agency fee shall be precluded from using the contractual grievance procedure. Such person shall look to the Association for relief.
- F. The Civil Service Employees' Association, Inc. shall have exclusive rights to payroll deduction of dues. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210 on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the CSEA Inc.

VIII. NO STRIKE PROVISION

In compliance with Section 207(b) of the Public Employees Fair Employment Law of New York, the Association on its own behalf and on behalf of the employees in the bargaining unit it represents, affirms that it does not assert the right to, and agrees that it will not call, instigate, assist, or participate in a strike against the Board or impose an obligation to conduct, assist, or participate in any such strike.

IX. LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of 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.

X. DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2003 through June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the 30th day of **September, 2004**.

Bayport-Blue Point Cafeteria Unit of
CSEA Association, Inc., Local 1000

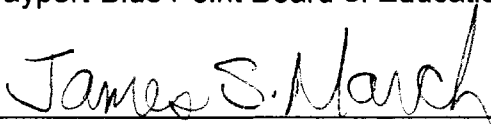


Mary Ramirez, President

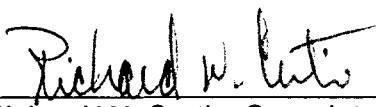


Stephanie Engster, CSEA Labor Relations Specialist

Bayport-Blue Point Board of Education



James S. March, President



Richard W. Curtis, Superintendent of Schools