



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Carle Place Union Free School District and Office & Professional Employees International Union (OPEIU), Local 153, Carle Place Food Service, Cafeteria Aides, and Playground Aides Association (2002)

Employer Name: Carle Place Union Free School District

Union: Office & Professional Employees International Union (OPEIU)

Local: 153, Carle Place Food Service, Cafeteria Aides, and Playground Aides Association

Effective Date: 07/01/02

Expiration Date: 06/30/06

Number of Pages: 18

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

CAF
4698

PROFESSIONAL NEGOTIATIONS AGREEMENT

- BETWEEN -

CARLE PLACE UNION FREE SCHOOL DISTRICT
TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU
CARLE PLACE, NEW YORK 11514

- AND -

CARLE PLACE FOOD SERVICE, CAFETERIA AIDES
AND PLAYGROUND AIDES ASSOCIATION,
OPEIU LOCAL 153

JULY 1, 2002 – JUNE 30, 2006

RECEIVED

DEC 23 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

21

APPENDIX A – CAFETERIA STAFF SALARY SCHEDULE – 2001 - 2002

APPENDIX B – CAFETERIA STAFF SALARY SCHEDULE – 2002 - 2003

APPENDIX C – CAFETERIA STAFF SALARY SCHEDULE – 2003 - 2004

APPENDIX D – CAFETERIA STAFF SALARY SCHEDULE – 2004 – 2005

APPENDIX E – CAFETERIA STAFF SALARY SCHEDULE – 2005 - 2006

TABLE OF CONTENTS

<u>PREAMBLE</u>		4
ARTICLE I	<u>RECOGNITION</u>	4
ARTICLE II	<u>PERMANENT PART TIME EMPLOYEES</u>	4
ARTICLE III	<u>SALARIES</u>	5
ARTICLE IV	<u>RETIREMENT</u>	5
ARTICLE V	<u>LEAVES</u>	6
ARTICLE VI	<u>WORKERS' COMPENSATION</u>	8
ARTICLE VII	<u>LEGAL AND RELIGIOUS HOLIDAYS</u>	8
ARTICLE VIII	<u>WORKYEAR AND WORKDAY-FULL-TIME EMPLOYEES</u>	9
ARTICLE IX	<u>LAYOFFS</u>	9
ARTICLE X	<u>TERMINATION OF EMPLOYMENT</u>	10
ARTICLE XI	<u>SNOW DAYS</u>	10
ARTICLE XII	<u>LONGEVITY</u>	10
ARTICLE XIII	<u>UNIFORMS</u>	11
ARTICLE XIV	<u>WORKING CONDITIONS.....</u>	11
ARTICLE XV	<u>DEVIATIONS FROM AGREEMENT</u>	11
ARTICLE XVI	<u>TAYLOR LAW CLAUSE</u>	11
ARTICLE XVII	<u>GRIEVANCE PROCEDURE</u>	12
ARTICLE XVIII	<u>DURATION OF AGREEMENT</u>	14

AGREEMENT made this 24th day of March, 2003, by and between the CARLE PLACE UNION FREE SCHOOL DISTRICT, Town of North Hempstead, Nassau County, Carle Place, New York (hereinafter referred to as the "District") and the CARLE PLACE FOOD SERVICE, CAFETERIA AIDES AND PLAYGROUND AIDES ASSOCIATION, OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 153, (hereinafter referred to as the "OPEIU").

ARTICLE I. RECOGNITION

The District recognizes the OPEIU as the exclusive representative under Article XIV of the Civil Service Law for all full and part-time cafeteria employees regularly employed by the District.

ARTICLE II. PERMANENT PART-TIME EMPLOYEES

- A. A permanent part-time employee is one who works less than four (4) hours per day.
- B. A permanent part-time employee being employed as full-time employees are to be granted one year for each two (2) years served, if part-time work was within this school district. The High School cook shall go up two (2) steps in 1988/89 to reflect an accommodation of her seven years of part-time service within the District.
- C. When a job is available in any school that provides more than two (2) hours daily work, written notification shall be sent to all food service personnel and any present employee must have the opportunity to apply. Seniority shall be considered and selection shall remain a matter for administrative decision.

D. Information on benefits shall be made available to all employees.

ARTICLE III. SALARIES

A. Salaries shall be paid in accordance with Appendices “A” – “E” attached hereto.

B. Any employee requested to cook shall be paid on step one of the cook’s schedule for such period of time.

C. When school is officially closed and a District luncheon or dinner is scheduled, employees who work shall be paid overtime at time and a half of their step, provided the employee works a full work week.

All assignments are to be on a voluntary basis. If there are not enough volunteers, assignments will be made from District staff on a rotating basis. All requests are to be made at least (7) days before events.

If a luncheon or dinner for an outside organization is scheduled during a regular school day, the School Lunch Director will hire additional substitute food service help or assign the regular food service employee extra work hours to cover the extra work. The said OPEIU will understand the going labor rate will be charged.

D. Substitute salary shall be paid in accordance with Appendices “A” – “E” attached hereto.

ARTICLE IV. RETIREMENT

The District will continue its participation in the retirement system on the same basis for all non-teaching personnel.

ARTICLE V. LEAVES

A. SICK

1. Full-Time Employees

a. All non-teaching personnel shall be entitled to leave for personal illness on the same basis. Medical proof for absence must be submitted, if requested by the Superintendent or his designee. In all cases, a written report on the "Explanation of Absence Form" must be filed in the District Office.

b. Credits for personal illness leave shall be earned at a rate of one day for each month of service and may accumulate up to a maximum credit of two hundred (200) days, except during periods of leave without pay. After an employee's total accumulation has reached two hundred (200) days, further credit may be earned only to replace credits used.

c. A new employee shall have an established credit of ten (10) days of sick leave upon initial employment for use during the first year's service regardless of the amount of service rendered before any deductions are made. In the event a new employee should terminate his/her service during the first year, the amount of personal illness leave which shall be credited to him/her shall be computed at the rate of one day for each month of service actually rendered. Adjustments for this provision shall be made in the final paycheck.

d. Any employee who retires shall receive compensation for 20% of all leave days accumulated after September 1, 1971. Compensation shall be paid at the rate of 1/200th of his/her final contract salary and shall be paid by the final payroll check prior to retiring. All leave days taken shall be deducted from the current year's allowance.

2. Part-Time Employees

Part-time employees shall receive five (5) sick days per year equivalent to the hours worked to be paid at the end of the school year. Unused sick days shall be cumulative to thirty (30) days. After ten (10) years of service, part-time employees shall receive compensation of 20% of their accumulated (cumulative to 30) sick days, paid at a rate of 1/200th of final contract salary upon separation from District.

B. PERSONAL LEAVE – FULL-TIME EMPLOYEES

1. A maximum of five (5) days may be granted for absences for serious illness and personal reasons involving the immediate family. The term “immediate family” shall include father, mother, wife, husband, child, brother or sister. Absences for personal reasons shall be defined as follows: marriage, graduation (self or others), religious observance, required court appearance. For five (5) unused personal leave days, two (2) may be accrued each year with employee’s sick days; for three (3) or two (2) unused personal days, one (1) may be accrued each year.

2. Absences for bereavement shall be allowed on an incidence basis for deaths in the immediate family. For this purpose, only immediate family shall include father, mother, spouse, child, grandchild, brother or sister of employee or spouse.

3. Jury Duty

Employees covered by this agreement who are required to serve on jury duty shall receive their regular pay. Jury duty allowance will be turned over to the Business Office. The mileage allowance shall be retained by the employee.

C. PERSONAL LEAVE – PERMANENT PART – TIME EMPLOYEES

Subject to a request on no less than 24 hours notice and the pre-approval of the employee's supervisor, permanent part-time employees shall be entitled to one (1) personal day with pay per annum on the following conditions:

1. No more than one unit member may use the personal day on the same day.
2. Personal leave may only be used for personal business which cannot be attended to any other time except during the employee's work time because the setting of time and date is beyond the employee's control.
3. The time is not used to extend the weekend or in any way associated with vacation or recreational activity.
4. The reason shall be stated to the supervisor.

All part-time employees may be granted five (5) days for "immediate family" bereavement.

D. PERSONAL AND SICK DAY RECORD

Each unit member shall receive, during the summer, a list of the personal and sick days taken during the past school year, and the number of personal days added for the new school year.

ARTICLE VI. WORKER'S COMPENSATION

Persons who are receiving compensation from Worker's Compensation shall receive the difference between the compensation insurance and their salary for a maximum of four (4) months.

ARTICLE VII. LEGAL AND RELIGIOUS HOLIDAYS

A. A full-time employee will be granted holidays as per instructional calendar.

B. Part-time employees shall be granted paid holidays for Christmas, New Year's , Memorial Day, Thanksgiving, President's Day and Martin Luther King Day.

ARTICLE VIII. WORKYEAR AND WORKDAY – FULL-TIME EMPLOYEES

A. Will report to work two (2) working days prior to Teacher's Conference Day as scheduled by the School Lunch Director.

B. Workday: 7:30 AM to 2:30 PM unless assigned by the School Lunch Director.

Lunch - One-Half Hour

Coffee Break - One (1) 15 minute

C. If you are unable to report to work, both full-time and part-time employees are required to call in before 8:30 AM and speak directly to the School Lunch Director or the Clerk-Head Cashier.

D. Vacation should be planned when school is not in session.

E. All kitchen employees must wear appropriate attire and rubber-soled work shoes. Worker's Compensation will not cover an accident if the appropriate rubber-soled shoes are not worn.

F. All cafeteria personnel will not be required to work when school is officially closed due to emergency conditions. The emergency "phone chain" will be put in effect in such instances.

ARTICLE IX. LAYOFFS

If layoffs become necessary, provisional and probationary employees within the District will be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees have been laid off and other reduction in the

work force is necessary, the District will lay off in accordance with the principles of seniority within the District. The last person hired shall be the first person laid off. For the purposed of layoffs, you shall have seniority with the scope of your work. If you are a cafeteria aide, your seniority applies to layoffs of aides. If you are a food service handler, your seniority applies to layoffs of kitchen personnel.

ARTICLE X. TERMINATION OF EMPLOYMENT

A. Resignation: It shall be the duty of the terminating employee to inform her immediate supervisor in writing thirty (30) days prior to the scheduled date of termination period.

B. Retirement: It shall be the duty of an employee anticipating retirement to inform her immediate supervisor in writing three (3) months prior to the scheduled date of retirement.

ARTICLE XI. SNOW DAYS

Snow days shall be as per instructional school calendar.

ARTICLE XII. LONGEVITY

A. LONGEVITY – FULL-TIME EMPLOYEES

1. A \$600 payment shall be made each year after 10 years of satisfactory service.
2. A \$700 payment shall be made each year after 15 years of satisfactory service.
3. A \$800 payment shall be made each year after 20 years of satisfactory service.

Payment shall be made at the end of the school year, in the final June check. Payment shall be made at the end of the 10th year of satisfactory service, the 15th year of satisfactory service, and the 20th year of satisfactory service.

B. LONGEVITY – PERMANENT PART-TIME EMPLOYEES

1. A \$300 payment shall be made each year after 10 years of satisfactory service.
2. A \$400 payment shall be made each year after 15 years of satisfactory service.
3. A \$500 payment shall be made each year after 20 years of satisfactory service.

Payment shall be made at the end of the school year, in the final June check. Payment shall be made at the end of the 10th year of satisfactory service, the 15th year of satisfactory service, and the 20th year of satisfactory service.

ARTICLE XXIII. UNIFORMS

A uniform allowance of up to \$100 per annum shall be issued to members of the unit who are food service handlers. Reimbursement under this clause requires the presentation of a receipt for the purchase of rubber-soled shoes or other appropriate clothing or equipment.

ARTICLE XIV. WORKING CONDITIONS

Every effort shall be made at all times to maintain proper health standards and working conditions. If such conditions are not met, personnel will not be permitted to work.

ARTICLE XV. DEVIATION FROM AGREEMENT

Any deviation from this Agreement deemed necessary by the Administration shall be discussed with the OPEIU Local 153 so that they may bring the proposed changes before the membership. All changes must be approved by both negotiating teams.

ARTICLE XVI. TAYLOR LAW CLAUSE

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 GIVEN APPROVAL.

A. Dues Deduction:

1. The District will deduct from the salaries of its unit members dues for the CPFSCAPAA, OPEIU Local 153 as unit members individually and voluntarily authorize the district to deduct, and will transmit the monies promptly to OPEIU.

2. The OPEIU shall certify to the District in writing the current rate of its membership dues, at the time that the membership dues deducted list is provided to the Superintendent's office.

3. Deductions referred to in Section A-1 above shall be deducted from each paycheck.

4. The District shall, following the last pay period of each month, transmit to the OPEIU the dues deducted for that month.

B. Agency Fee Deduction:

1. Every current member of the bargaining unit who is not a member of CPFSCAPAA, OPEIU Local 153 shall, by the next paycheck after the signing of this contract, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the OPEIU and shall be paid by deduction from each paycheck. The agency fee shall be retroactive to the date of the signing of this contract.

2. Every new member of the bargaining unit who does not become a member of the OPEIU by the first paycheck after the initial date of employment, shall pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association and shall be paid by deduction from each paycheck. The agency fee shall be retroactive to the initial date of employment.

The Association affirms that it will abide by Article XIV of the Civil Service Law.

ARTICLE XVII. GRIEVANCE PROCEDURE

The Grievance Procedure shall be as follows:

1. An informal conference between employee and person in charge of your kitchen shall be seven (7) working days after receipt in writing, of alleged grievance from employee.

The person in charge of your kitchen may consult with the School Lunch Director before giving his/her decision to the employee. Such decision must be offered within seven (7) working days following informal conference.

2. If the employee is not satisfied with the decision reached in the informal conference, the employee may then request, in writing, within seven (7) working days after the receipt of the previous decision, a review of his/her grievance by the School Lunch Director. The School Lunch Director may consult with the OPEIU's Grievance Committee before giving his/her decision to the employee. Such decision must be offered within seven (7) working days after consulting with the Committee.

3. If any employee is not satisfied with the decision reached in the previous step, the employee may request, in writing, within seven (7) working days after the receipt of the previous decision, a review of his/her grievance by the Principal of the building where the employee works. The Principal may consult with the OPEIU's Grievance Committee before giving his/her decision to the employee. Such decision must be offered within seven (7) working days after consulting with the Committee.

4. If the employee is not satisfied with the decision reached in the previous step employee may request, in writing, a conference with the School Business Administrator. Such request must be made within ten (10) working days after the preceding decision. Such conference shall be granted within ten (10) working days of receipt of request.

5. If the aggrieved employee is not satisfied with the decision reached in the previous step, he/she may request, in writing, a conference with the Superintendent of Schools. Such a request must be made, in writing, within ten (10) working days after the

preceding decision. Such conference shall be granted within ten (10) working days of receipt of request.

6. If the aggrieved employee is not satisfied with the decision reached in the previous step, the last and final step is to request, in writing, a review by the Board of Education of all written statements and records of the case. The statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education shall render a final decision within ten (10) working days after the Board has convened and reviewed the case.

ARTICLE XVIII. DURATION OF AGREEMENT

This Agreement shall be in effect commencing from July 1, 2002, through June 30, 2006.

IN WITNESS WHEREOF, the parties here and to set their hands and seals the date and year first above written pursuant to resolution of the Board of and the OPEIU and the majority of its membership.


For the Carle Place U.F.S.D.


For the CPFSCAPAA,

OPEIU LOCAL 153, AFL-CIO

APPENDIX A

<u>2001-02</u>						
<u>CARLE PLACE UFSD</u>						<u>3.20%</u>
			<u>CAFETERIA STAFF</u>			
			<u>SALARY SCHEDULE:</u>			
		FOOD	H.S. COOK/			
		SERVICE	COOK	HEAD		
	<u>MONITORS</u>	<u>WORKERS</u>	<u>MANAGER*</u>	<u>CASHIER</u>	<u>DIRECTOR</u>	
STEP 1	9.38	9.58	13,886	16,142	37,618	
STEP 2	9.91	10.09	14,679	16,996		
STEP 3	10.33	10.53	15,472	17,852		
STEP 4	10.75	10.96	16,267	18,708		
STEP 5	11.24	11.45	17,121	19,561		
STEP 6	11.67	11.89	17,976	20,415		
STEP 7	12.09	12.30	18,720	21,273		
STEP 8	12.59	12.83	19,464	22,126		
STEP 9	13.00	13.25	20,207	22,869		
STEP 10	13.42	13.67	20,949	23,612		
STEP 11	13.91	14.14	21,693	24,355		
<u>LONGEVITY</u>			<u>FULL TIME</u>	<u>PART TIME</u>		
EACH YEAR AT END OF 10 YEARS			600	300		
EACH YEAR AT END OF 15 YEARS			700	400		
EACH YEAR AT END OF 20 YEARS			800	500		
AN ADDITIONAL \$.50 PER HOUR TO BE PAID TO THE THREE KITCHEN MANAGERS (PERSON IN CHARGE OF THE 3 SATELLITE KITCHENS - MIDDLE SCHOOL, RUSHMORE & CHERRY LANE - AS LONG AS THEY REMAIN SATELLITE KITCHENS) TO COMPENSATE FOR THE EXTRA WORK REQUIRED BY FEDERAL PROGRAM &/OR MANAGERIAL DUTIES.						
*COOK MANAGER POSITION SHALL RECEIVE A \$1,000 ANNUAL STIPEND IN ADDITION TO THE SCHEDULED SALARY.						

APPENDIX B

2002-03									
<u>CARLE PLACE UFSD</u>									3.25%
<u>CAFETERIA STAFF</u>									
<u>SALARY SCHEDULE</u>									
				<u>PART TIME</u>	<u>FULL TIME</u>				
		<u>FOOD</u>		<u>LEAD FOOD</u>	<u>LEAD FOOD</u>				
		<u>SERVICE</u>		<u>SERVICE</u>	<u>SERVICE</u>				
	<u>MONITORS</u>	<u>WORKERS</u>		<u>WORKER</u>	<u>WORKER</u>				
STEP 1	9.68	9.89		10.39	14,337				
STEP 2	10.23	10.42		10.92	15,156				
STEP 3	10.67	10.87		11.37	15,975				
STEP 4	11.10	11.32		11.82	16,796				
STEP 5	11.61	11.82		12.32	17,677				
STEP 6	12.05	12.28		12.78	18,560				
STEP 7	12.48	12.70		13.20	19,328				
STEP 8	13.00	13.25		13.75	20,097				
STEP 9	13.42	13.68		14.18	20,864				
STEP 10	13.86	14.11		14.61	21,630				
STEP 11	14.36	14.60		15.10	22,398				
<u>LONGEVITY</u>				<u>FULL TIME</u>	<u>PART TIME</u>				
EACH YEAR AT END OF 10 YEARS				600	300				
EACH YEAR AT END OF 15 YEARS				700	400				
EACH YEAR AT END OF 20 YEARS				800	500				

APPENDIX C

2003-04									
<u>CARLE PLACE UFSD</u>									<u>3.25%</u>
								<u>CAFETERIA STAFF</u>	
								<u>SALARY SCHEDULE</u>	
								PART TIME	FULL TIME
								FOOD	LEAD FOOD
								SERVICE	SERVICE
								<u>MONITORS</u>	<u>WORKERS</u>
								<u>WORKER</u>	<u>WORKER</u>
STEP 1	10.00	10.21	10.73	14,803	✓				
STEP 2	10.56	10.76	11.27	15,649					
STEP 3	11.01	11.23	11.74	16,494					
STEP 4	11.46	11.68	12.20	17,342					
STEP 5	11.98	12.21	12.72	18,252					
STEP 6	12.44	12.68	13.19	19,163					
STEP 7	12.89	13.11	13.63	19,957					
STEP 8	13.42	13.68	14.19	20,750					
STEP 9	13.86	14.13	14.64	21,542					
STEP 10	14.31	14.57	15.09	22,333					
STEP 11	14.83	15.07	15.59	23,126					
								<u>FULL TIME</u>	<u>PART TIME</u>
<u>LONGEVITY</u>									
EACH YEAR AT END OF 10 YEARS								600	300
EACH YEAR AT END OF 15 YEARS								700	400
EACH YEAR AT END OF 20 YEARS								800	500

APPENDIX D

2004-05		CARLE PLACE UFSD		CAFETERIA STAFF		3.50%	
				<u>SALARY SCHEDULE</u>			
		<u>FOOD SERVICE WORKERS</u>		<u>PART TIME LEAD FOOD SERVICE WORKER</u>		<u>FULL TIME LEAD FOOD SERVICE WORKER</u>	
		<u>MONITORS</u>					
STEP 1	10.35	10.57	11.10	11.10	15,321		
STEP 2	10.93	11.13	11.67	11.67	16,196		
STEP 3	11.40	11.62	12.15	12.15	17,071		
STEP 4	11.86	12.09	12.63	12.63	17,948		
STEP 5	12.40	12.63	13.17	13.17	18,891		
STEP 6	12.88	13.12	13.65	13.65	19,834		
STEP 7	13.34	13.57	14.11	14.11	20,655		
STEP 8	13.89	14.16	14.69	14.69	21,476		
STEP 9	14.34	14.62	15.15	15.15	22,296		
STEP 10	14.81	15.08	15.62	15.62	23,114		
STEP 11	15.35	15.60	16.14	16.14	23,935		
<u>LONGEVITY</u>				<u>FULL TIME</u>		<u>PART TIME</u>	
EACH YEAR AT END OF 10 YEARS				600	300		
EACH YEAR AT END OF 15 YEARS				700	400		
EACH YEAR AT END OF 20 YEARS				800	500		