



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: **Northport-East Northport Union Free School District (Food Service Workers) and United Public Service Employees Union (UPSEU) (2003)**

Employer Name: **Northport-East Northport Union Free School District (Food Service Workers)**

Union: **United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **28**

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
5815

AGREEMENT

NORTHPORT-EAST NORTHPORT
UNION FREE SCHOOL DISTRICT

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION
FOOD SERVICE WORKERS

July 1, 2003 - June 30, 2006

RECEIVED

DEC 27 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

42

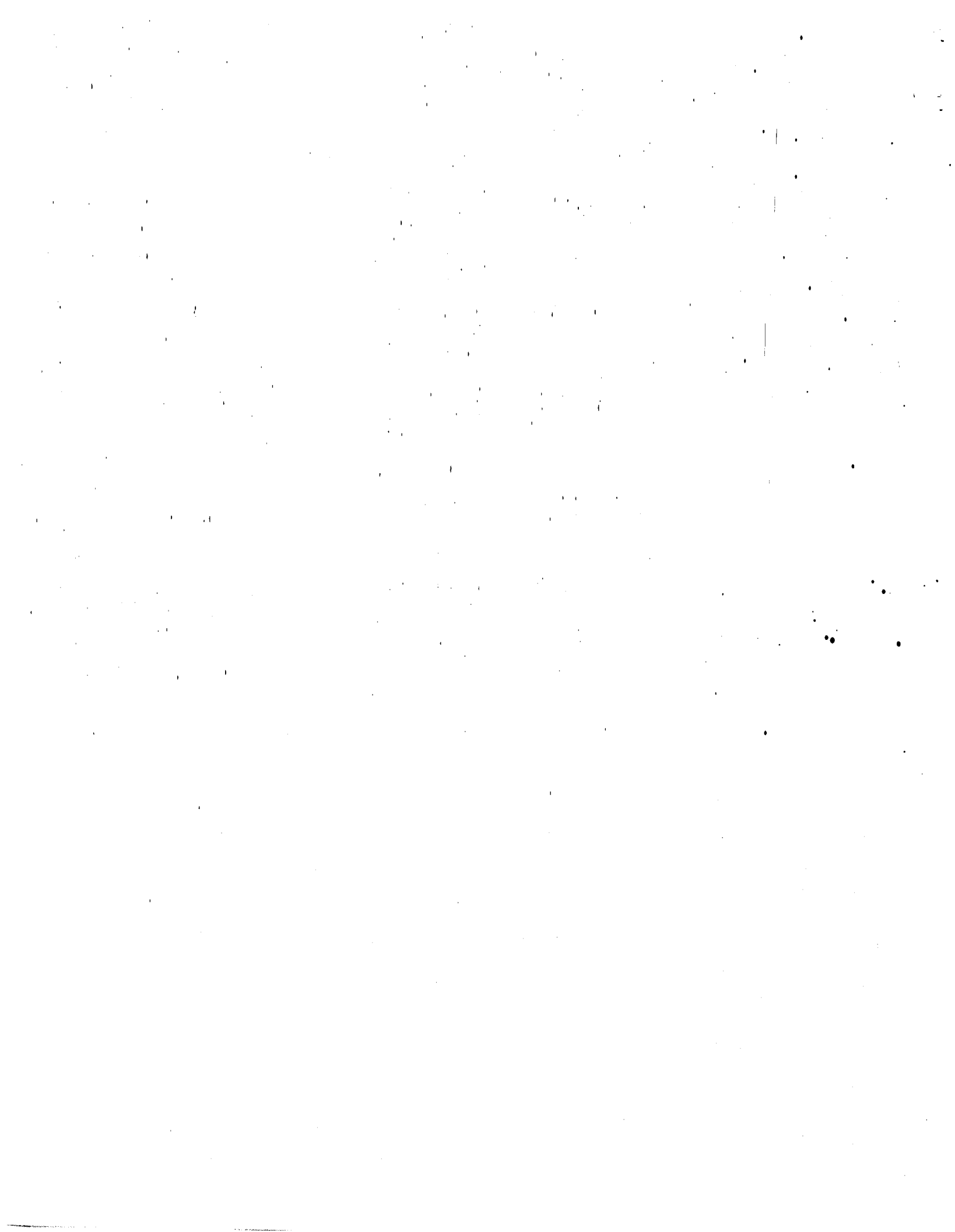


TABLE OF CONTENTS

ARTICLE I RECOGNITION AND UNION STATUS	1
ARTICLE II PAYROLL DEDUCTION OF DUES AND AGENCY FEE	1
ARTICLE III EMPLOYMENT PROBATION, SENIORITY, PROMOTIONS AND TRANSFERS.....	3
ARTICLE IV WAGES.....	4
ARTICLE V MANAGEMENT RIGHTS	5
ARTICLE VI STRIKES AND LOCKOUTS.....	5
ARTICLE VII GRIEVANCE PROCEDURE	5
ARTICLE VIII HOURS AND WORKWEEK	8
ARTICLE IX SECURITY	8
ARTICLE X OVERTIME AND EMERGENCY WORK.....	8
ARTICLE XI LEAVES	9
ARTICLE XII ATTENDANCE REVIEW	12
ARTICLE XIII SHOP STEWARDS.....	13
ARTICLE XIV VISITATION	13



ARTICLE XV CLASSIFICATION.....	14
ARTICLE XVI UNIFORMS.....	14
ARTICLE XVII GENERAL.....	14
ARTICLE XVIII NYS EMPLOYEES RETIRMENT SYSTEM & DISTRICT RETIREMENT BENEFIT.....	16
ARTICLE XIX HEALTH AND WELFARE PLAN.....	17
ARTICLE XX HOLIDAYS.....	18
ARTICLE XXI UNION MEETINGS.....	18
ARTICLE XXII SAVINGS CLAUSE.....	19
ARTICLE XXIII DURATION.....	19
SCHEDULE A.....	21



AGREEMENT between the undersigned NORTHPORT-EAST NORTHPORT, UNION FREE SCHOOL DISTRICT of P.O. Box 210, Northport, New York 11768 (hereinafter termed the "DISTRICT") and UNITED PUBLIC SERVICE EMPLOYEES UNION, (hereinafter termed the "UNION"), wherein it is mutually agreed as follows:

ARTICLE I.
RECOGNITION AND UNION STATUS

The DISTRICT recognizes the UNION as the exclusive bargaining agent for all full-time and part-time employees in the following categories: Cook, Assistant Cook, Food Service Worker, Lead Food Service Worker and Food Service Worker Driver.

ARTICLE II.
PAYROLL DEDUCTION OF DUES AND AGENCY FEE

A. Authorized Cards Required

The DISTRICT will deduct from pay, dues as designated by the UNION for membership dues in the UNION on the basis of individually signed voluntary deduction authorization cards in form agreed to by the DISTRICT and the UNION.

B. When Deduction Begins

Deduction from an employee's pay shall be in accordance with the date stamped on the Dues Deduction Card.

C. Continuation Automatic

Authorization for deduction of dues from pay shall remain in effect until the expiration of this Agreement in accordance with the provisions of law.

D. Payment in Case Earnings Insufficient

In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the UNION.

E. School District Not Liable

The UNION shall indemnify and save the School District 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 School District for the purpose of complying with any of the provisions of this Article, or in reliance of any list, notice, or assignment furnished under any provision of such.

F. Agency Fee

1. Pursuant to the passage of legislation enabling the implementation of any Agency Shop Fee, the DISTRICT does hereby agree that no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the UNION will pay to the collective bargaining agent each month a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the UNION on the same terms and conditions as are available to every other member of the UNION. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The DISTRICT shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the UNION in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.
2. Any employee from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with UNION appeal procedures contained in a separate organizational document governing such appeals.
3. The agency shop fee shall be suspended in the event membership in the organization drops below 90% of the total number of bargaining unit members.
4. The UNION will supply, upon the request of the DISTRICT, proof of total UNION membership.
5. The UNION will indemnify and save the DISTRICT harmless from any and all costs arising out of litigation in any form concerning the application of the provisions of this Article.

ARTICLE III.
EMPLOYMENT PROBATION, SENIORITY, PROMOTIONS AND TRANSFERS

A. Qualification

All employees shall be of good moral character and must meet the physical and health requirements necessary to enable them to be efficient employees.

B. Probationary Period

Each person employed in any of the categories in Article I of this Agreement shall be placed on probation for a period of eight (8) to twenty-six (26) weeks in accordance with Suffolk County Civil Service Rule XIII effective 7/77. If at the end of this period the employee's work is considered to be satisfactory, the individual shall be considered to be a permanent employee of the School District and seniority shall date from the first day worked. Employees who are promoted or transferred who do not satisfactorily complete a probationary period of ninety days (90) will be returned to their former, or an equivalent, position.

C. Seniority, Job Security, Transfers and Promotions

1. Seniority for all unit employees shall be computed from the first day worked.

In the event of layoffs, probationary employees shall be laid off before any permanent employees shall incur a reduction in straight time pay. If, after all probationary employees have been laid off and other reductions in work force are deemed necessary by the DISTRICT, the employer shall lay off in accordance with the principles of seniority; provided the retained employee can efficiently perform the required work. For the purpose of reduction in force, seniority shall be classification-wide, provided, however, that an employee who is laid off in his/her current classification shall not be deemed to have less seniority in the classification in which he/she was originally hired than his/her total District-wide seniority.

In the event of recall, employees will be recalled in the inverse order in which they were laid off. The Board shall send a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting the employee to return to work. An employee shall not be deemed to have waived the right to recall unless the employee does not report within two (2) weeks of the date of mailing such notice or of the sending of such telegram. No new employees may be hired until all employees laid off within the past year have either been recalled or have waived their recall rights by failing to report as provided for above.

2. Except for emergencies, no employee shall be transferred from one building to another without prior notice to and consultation with the UNION. No transfers of any kind shall be required as a punishment.

3. Should the Board contemplate any change in classification or the establishment of new classifications, such action shall not become final until there is full consultation with the UNION.
4. All promotions and jobs covered under Article I, above, shall be posted, and all employees in said unit shall have the opportunity to apply for the same. The Board shall offer said openings and promotions to employees who have applied for them on the basis of ability to perform efficiently, the qualification of applicants (as defined to include those which exceed minimum requirements) and seniority. Seniority under this provision shall be defined by classifications in descending order. The DISTRICT shall not fill job vacancies from non-unit applicants until it has fully complied with the provisions of this subsection. Nothing herein shall be deemed to affect promotion to positions outside the unit.

ARTICLE IV. WAGES

The wages for the term of this Agreement are set forth in "Schedule A" and are hereby made part hereof.

1. The compensation for each unit member for the 2003-2004 school year shall represent a 4.0% increase above that set forth for the 2002-2003 school year on Schedule A of the collective bargaining agreement.
2. The compensation for each unit member for the 2004-2005 school year shall represent a 4.0% increase above that set forth for the 2003-2004 school year on Schedule A of the collective bargaining agreement.
3. The compensation for each unit member for the 2005-2006 school year shall represent a 4.0% increase above that set forth for the 2004-2005 school year on Schedule A of the collective bargaining agreement.
4. Effective July 1, 2000, longevity payments for years of service in the District shall be made as follows (prorated for part time employees). These payments shall not be cumulative. Lump sum payments to be made as soon as practicable.

- after 10 years of service - \$ 200.00
- after 15 years of service - \$ 450.00
- after 20 years of service - \$ 750.00
- after 25 years of service - \$1,100.00

The District seniority roster shall be used to calculate years of service in determining longevity eligibility.

ARTICLE V.
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 for just cause.
- B. The DISTRICT continues to reserve the right to subcontract the complete operation of the cafeteria program, when and if it deems same necessary.

ARTICLE VI.
STRIKES AND LOCKOUTS

- A. The UNION agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will during the term of this Agreement, engage, participate or assist in any strikes, slowdowns, walkouts or stoppages of work, or any other kind of activity that interferes with or interrupts the DISTRICT'S operations and activities.
- B. The DISTRICT agrees that there will be no lockout during the term of this Agreement.
- C. Nothing herein shall be construed to limit the power or right of the parties to apply for injunction relief pursuant to the provisions of the Public Employees Fair Employment Law.

ARTICLE VII.
GRIEVANCE PROCEDURE

The grievance policy herein set forth shall apply to all employees covered under this Agreement.

A. Definitions

1. "Grievance" - a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement.
2. "Employee" - an employee within the defined contract bargaining unit (Article I) or any group of such employees.
3. "Party in Interest" - the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" - shall mean workdays.

B. Basic Principles

1. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be an acceptance of the decision rendered at that step. Time limitations may be extended by mutual agreement of both parties involved and must be reduced to writing where greater than 10 days.
2. In the event a grievance is filed on or after June 1, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school fiscal year, June 30.
3. Differences between the parties which do not involve the interpretation, meaning, or application or any of the provisions of this Agreement may be processed through Level III, but shall not be arbitrable.
4. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently has.

C. Procedures

Step 1. Any grievance under this Agreement shall first be submitted orally to the School Lunch Director and shall be answered orally within five (5) days of its submission. If the grievance is not satisfactorily resolved, the UNION shall reduce the grievance to writing within five (5) days of the oral response of the School Lunch Director, who shall respond in writing within five (5) days of receipt of the written grievance.

Step 2. In the event the grievance was not satisfactorily or timely adjusted at Step 1, the UNION may, within five (5) working days from the date of receipt of the written answer, submit the written grievance to the Superintendent of Schools or his/her designee provided said submission is within ten (10) days of the original submission. The Superintendent shall answer said grievance within five (5) days after its timely submission to him/her.

Step 3. A grievance not satisfactorily adjusted at Step 2 shall be submitted by the UNION in writing to the Clerk of the Board of Education within twenty (20) days of its original submission and shall be deemed to have been waived if not so submitted to the Clerk of the Board within five (5) days after the decision at Step 2.

A committee of the Board of Education shall within twenty (20) days of receipt of the written grievance meet with the aggrieved employee and UNION in an effort to resolve it.

The committee of Board members (if the Board does not meet as a committee of the whole shall transmit its findings and recommendations to the full Board of Education within twenty-five (25) days of receipt by the Clerk of the written grievance. The full Board of Education shall thereafter render its decision within fifteen (15) days of receipt of the aforesaid findings and recommendations.

Failure of the Board of Education to resolve the grievance at this Step 3 within sixty (60) days of the original submission shall entitle the UNION to submit the grievance to arbitration. In no event may a grievance be noticed for arbitration later than (a) sixty-five (65) days from its original submission or (b) six (6) calendar months from the date of the occurrence giving rise to the grievance (except in the case of alleged improper computation of wages which may not be noticed for arbitration later than two years from the date of the alleged original improper computation) whichever shall occur first. These time limits shall be strictly enforced.

The failure of the Board of Education and/or committee thereof to do any act otherwise required hereby or within any time limit hereby set shall be deemed a denial of the grievance involved and shall entitle the UNION to similarly submit the grievance to arbitration as if it had been denied, and in accordance with the foregoing time limits.

The Arbitrator shall have the authority to hear disputes concerning grievances except that he/she shall not have authority to add to or detract from the explicit meaning of the Agreement. His/her decision shall be final and binding on the parties.

Step 4. The Arbitrator shall be designated in accordance with the procedures and rules of the American Arbitration Association. The costs for arbitration shall be

borne equally by the Board and the Aggrieved.

ARTICLE VIII.
HOURS AND WORKWEEK

- A. Full time cafeteria employees shall work a seven (7) hour day (inclusive of lunch and coffee break) each day that school is in session. Effective July 1, 1993, all full time employees shall work one day preceding the first official day of school and one additional day when school is otherwise not in session to be determined by the administration in consultation with the UNION.
- B. Part time cafeteria employees shall work from two to under seven hours each day that school is in session, as assigned. The two hour minimum work assignment rule shall apply for all permanent employees hired prior to June 30, 1974.
- C. The normal work week shall be Monday through Friday inclusive, if school is in session.
- D. Nothing contained in this Agreement shall be construed as a guarantee of work.
- E. The DISTRICT shall consult with the UNION President prior to the employment of a part-time employee for less than three hours.
- F. For the purpose of this Article, school shall not be considered to be in session on those days in which the district schedules Teacher Conference days, Regents examination days/weeks (January and June), early release days, snow days or emergency closing days.
- G. In the event of the emergency closing of one or more buildings on a day when school is in session, unit members in the affected buildings will be reassigned to other locations. Reassigned unit members may opt to utilize a personal day in lieu of the reassignment.

ARTICLE IX.
SECURITY

There shall be no discharge except for just cause. The UNION reserves the right to dispute any discharge. If the parties fail to agree, the matter shall be subject to the grievance procedure as provided in this Agreement. The UNION shall be given written notice within two (2) school days of any discharge.

ARTICLE X.
OVERTIME AND EMERGENCY WORK*

- A. All overtime and emergency work must be authorized by the School District, which

does not guarantee that there shall be any.

- B. All overtime shall be assigned by the DISTRICT on a rotating, non-discriminatory basis within a building or department so far as practical. A record of the overtime offering shall be maintained on the unit bulletin board.
- C. It is hereby agreed that the UNION and its members shall extend cooperation to remedy an emergency.
- D. Overtime and/or emergency work shall be compensated as follows:
 - 1. Any hours in excess of thirty-five (35) hours per week time and one-half
 - 2. Any hours in excess of seven (7) hours per day (extended workday) time and one-half
 - 3. Scheduled work on Saturday time and one-half
 - 4. Scheduled work on Sunday double time
 - 5. Scheduled work for any non-School Board, community activity beyond the assigned hours time and one-half
 - 6. Scheduled work on holidays (inclusive of holiday pay) double time and one-half
 - 7. Emergency Work during workweek-Monday through Friday double time
 - 8. Emergency work on Saturday double time
 - 9. Emergency work on holidays (inclusive of holiday pay) double time and one-half
 - 10. Emergency work on Sundays double time and one-half
 - 11. Recall work in evening time and one-half

There shall be no pyramiding of overtime and/or emergency compensation.

- * Emergency work is defined as recall work performed by employees pursuant to administrator direction during non-scheduled hours where less than forty-eight (48) hours notice prior to work in question has been given to the employee.

ARTICLE XI.
LEAVES

A. Sick and Personal Leave*

- 1. All unit employees shall be credited with nine (9) leave days. New employees shall be credited with a prorated number of leave days

per month for each month during their first year of employment. No new employee may use personal leave (except for bereavement purposes) during the first six (6) months of his/her employment. Employees who have been employed for more than one year as of July 1st shall be credited with their total leave days as of July 1st provided, however, that any employee who leaves the employ of the DISTRICT before then end of that year (June 30) for which he/she has been credited such leave, shall be treated as a new employee and shall be back-charged.

*(Prorated for employees who work three (3) hours or more per day.)

2. Leave may be taken for the following reasons:*

- a. Illness of unit employee.
- b. Illness at home.
- c. To attend the graduation of a member of the family.
- d. To attend the wedding of a relative (one day).
- e. To attend the funeral of a relative or close personal friend (one day thereafter sick leave may be utilized upon prior approval).
- f. To attend the funeral of a member of the immediate family -- mother, father, spouse, child, or other close relative living in the household (up to three (3) consecutive days; thereafter sick leave may be utilized upon prior approval).
- g. Transaction of a legal instrument:
 1. House closing.
 2. Witness in a court action (subpoenaed).
 3. Tax audit. (one day)
 4. Jury duty (no limit - non-deductible).
 5. Settling an estate (one day).
 6. Workers' Compensation hearing (one day).
- h. Religious observance when full day observance is required.
- i. Private and personal reasons which, in the opinion of the School Lunch Director, are valid. Where special reasons exist, the employee may speak directly with the Personnel Director.

*No more than five leave days per school year may be used for reasons c. to i. above.

3. Personal leave is not to be taken to extend weekends or holiday periods or vacation time. Under normal circumstances all personal leave requests for items c, d, g, h and i above must be submitted for approval on a district form at least 5 days in advance of the requested day(s) to the School Lunch Director.

4. There shall be no limit on the amount of leave accruable.
5. Each September 30th, the School District shall publish a compilation for each employee listing all accumulated sick-leave to his/her credit.

B. Leave of Absence

All employees, who, after formal request citing good and sufficient reasons, shall be entitled to a leave of absence. This leave shall be limited to six (6) months, however, an additional six (6) months may be granted for good and sufficient reasons. This leave will be without pay and benefits, but will not result in loss of seniority.

C. Child Care

1. Any employee shall be entitled to unpaid child care leave of absence; provided two (2) months advance written request is submitted, specifying the dates upon which the leave is to commence and terminate respectively.
2. Any employee shall be entitled to utilize sick leave for absences directly resulting from disability incident to pregnancy and birth upon submission of medical verification satisfactory to the DISTRICT.

D. Sick Leave Payout Plan

1. Any otherwise qualified employee who has accumulated as of June 30 of the previous year an accumulated sick leave bank of ten (10) sick days or more shall be eligible to participate in the sick leave payout plan delineated below provided the employee has submitted an application in writing to the DISTRICT Central Office not later than July 31 of the year of participation.
2. Each employee participating in this sick leave payment plan for unused sick leave accumulated during the year of participation shall be paid a cash payment according to the following schedule:

	Ass't. Cooks Cooks* Effective <u>7/1/03-6/30/06</u>	Lead F.S.W F.S. Driver, Food Service Worker* Effective <u>7/1/03-6/30/06</u>
0 sick leave days absent during year	241	135
1 " " " " " " "	180	101
2 " " " " " " "	133	71
3 " " " " " " "	80	42
4 " " " " " " "	40	19
5 " " " " " " "	0	0

*Prorated for employees working fewer than seven (7) hours per day.

3. Each employee who participates in this payout plan shall at the end of the year have deducted from their leave bank the number of days for which they receive cash reimbursement.

E. Jury Duty

Payment for jury service is conditioned upon the employee's furnishing the DISTRICT with a statement of service (obtainable from the Court Commissioner of Juries) and upon the employee's reimbursement to the DISTRICT of all monies received on account of said service.

ARTICLE XII.
ATTENDANCE REVIEW

1. In the event that the District determines that a unit member has demonstrated a misuse of sick and/or personal leave, the following procedures shall be available for use by the District:
 - a. The School Lunch Director will meet with the employee and union representative and discuss the nature of the misuse. In addition, the employee shall be referred to the Employee Assistance Program.
 - b. If the problem persists, the School Lunch Director shall meet with the employee and union representative and discuss the nature of the misuse. In addition, the School Lunch Director may at his/her sole discretion, which discretion shall not be able to be appealed or grieved in any way whatsoever, require said employee to substantiate further use of sick days by supplying medical records of his/her physician, and his/her physician's note for a maximum of the next 12 months or as determined by the School Lunch Director, and/or require the employee to substantiate all further requests for personal leave by submission of a written statement

setting forth the reasons underlying the personal leave request for a maximum of the next 12 months or as determined by the School Lunch Director.

- c. In the event the leave misuse persists the Executive Director for Human Resources shall have the authority to require the attendance of the employee and a union representative at a conference to review such leave misuse. At such conference the employee will be given an opportunity to explain and defend the alleged leave misuse and if such explanations and defenses are found to be unsatisfactory by the Executive Director for Human Resources, all or some of the following may, at the discretion of the Executive Director for Human Resources, occur: a) said employee may be suspended without pay for such day(s) as the Executive Director for Human Resources shall determine. Said days are not to exceed a total of seventeen (17) days in any one year and/or b) a written determination shall be issued by the Executive Director for Human Resources and shall include a formal reprimand.

There shall be no ability to grieve, arbitrate or appeal any of the provisions contained in Sections a and b above. In regard to Section c, however, determinations made under Section c may be the subject of a grievance in accordance with Article VII of within contract.

ARTICLE XIII.
SHOP STEWARDS

- A. There shall be two (2) stewards.
- B. The UNION shall furnish the name of the shop stewards to the DISTRICT.
- C. The shop stewards in processing of grievances as outlined in Article VII may do so during normal working hours and, unless this privilege is abused, shall not lose straight time pay as a result.

ARTICLE XIV.
VISITATION

- A. The UNION through its representatives, shall have the right to visit the schools in the DISTRICT.
- B. The UNION shall, prior to visiting the DISTRICT, inform the Superintendent of Schools or his/her designated representative.
- C. The UNION representative shall at all times confine his/her visits to UNION business and shall under no circumstances interrupt employee work service.

ARTICLE XV.
CLASSIFICATION

- A. All employees covered by this Agreement shall be classified in one of the following categories:
- Cook, Senior High
 - Cook, Central Kitchen
 - Assistant Cook, Central Kitchen
 - Assistant Cook, Senior High
 - Lead Food Service Worker
 - Food Service Worker
 - Food Service Worker-Driver
- B. There shall be no combination job classifications, unless the consultation described in Article III C. 4, on Page 5 hereof shall have first occurred.
- C. Should an employee, because of absence, assume the duties and responsibilities of a higher paying classification, such employee, after three (3) working days, shall receive the pay of the higher classification, retroactive from the first day worked.

ARTICLE XVI.
UNIFORMS.

All cafeteria employees shall be issued three (3) uniforms per year not later than November 1st of each school year. All employees shall, while working, be required to wear an appropriate white uniform (dress or pant suit and rubber sole shoes). New employees will be issued their uniforms upon successful completion of the probationary period.

Effective July 1, 2003, each unit member shall receive an allowance of up to \$50.00 (fifty dollars) annually towards the purchase of appropriate work shoes. Employees will be reimbursed up to \$50.00, excluding sales tax, after submittal of a sales receipt.

ARTICLE XVII.
GENERAL

A. First Aid Kit

The DISTRICT shall continue to maintain, readily accessible, a complete first aid kit.

B. Bulletin Board

The DISTRICT shall continue to furnish a bulletin board in each school for UNION announcements and meeting notices.

C. Sanitary Arrangements

Sanitary arrangements shall be maintained for employees. Soap, towels and washing facilities shall continue to be supplied by the DISTRICT for all employees.

D. Tools

All special tools shall continue to be supplied, maintained and replaced by the DISTRICT.

E. Military Service

Both parties agree that all statutes and valid regulations, relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this Agreement.

F. No Discrimination

There shall be no discrimination against any present or future employee by reason of sex, race, age, creed, color, national origin, or UNION membership.

G. Doctor's Certificate

The DISTRICT reserves the right to require a doctor's certificate if an employee is absent from work in excess of three (3) consecutive work days.

H. Lunch and Coffee Breaks

Full-time employees shall continue to enjoy a paid lunch period and a paid coffee break not to exceed a cumulative total of forty-five (45) minutes per day. The employees shall take these periods at times conducive to the DISTRICT'S work needs. Part-time employees shall continue to enjoy a paid coffee break not to exceed fifteen (15) minutes per day.

I. Substitutes

The DISTRICT hereby agrees to employ substitutes wherever feasible as temporary replacement for all permanent employees absent from work.

J. Employee Files

The official DISTRICT employee file shall be maintained in the Central office under the following circumstances:

1. No material, excluding references and confidential information from outside sources shall be filed unless the employee has had an opportunity to examine the material. The employee's signature must be affixed on the actual copy to be kept with the understanding that such signature merely signifies that the employee has examined the material. Such signature does not necessarily indicate agreement with its content.
2. The employee shall have the right to answer any material so examined and the answer shall be reviewed by the Executive Director for Human Resources and attached to file copy.
3. Upon written request by the employee to the Executive Director for Human Resources, the employee shall be given access to his file.
4. Upon receipt of a written request, the employee shall be furnished a reproduction of any material, excluding references or confidential information from outside sources.

K. Life Insurance

Upon completion of one (1) year of active service in the DISTRICT, each unit employee will receive a group life insurance benefit as follows: each Cook or Assistant Cook shall be covered pursuant to such group life insurance policy in the amount of twelve thousand (\$12,000) dollars and all other unit employees shall be covered pursuant to such group term life insurance policy in the amount of six thousand (\$6,000) dollars.

ARTICLE XVIII.

NYS EMPLOYEES RETIREMENT SYSTEM & DISTRICT RETIREMENT BENEFIT

- A. The DISTRICT shall pay all cost for the employee's 1/60th retirement plan in the New York State Employees Retirement System.

The District hereby agrees to change from a Section 75(c) Plan to a Section 75(i) Plan pursuant to the Retirement and Social Security Law.

B. Unit employees who voluntarily retire will be paid a retirement benefit based upon the number of accumulated unused leave days according to the following schedule, provided, six months advance notice is given. The six months advance notice may be waived for extenuating circumstances. This benefit will also be paid if the employee suffers death while in the active service of the DISTRICT. In no event shall an employee discharged for cause be entitled to this benefit. In order to participate in this benefit, an employee need not be a member of the N.Y.S.E.R.S. but must nonetheless meet the system criteria for retirement including, but not limited to, age and years of service, of the N.Y.S.E.R.S. plan which would otherwise apply to the employee were such employee a member thereof.

<u>Leave Days Accumulated</u>	Effective 7/1/03-6/30/06	Effective 7/1/03-6/30/06
	<u>Cooks Asst. Cook</u>	<u>Lead FSW, FS Driver Food Service Worker*</u>
15	155	110
22	236	166
29	319	225
36	411	287
43	506	356
50	608	427
57	718	505
64	837	587
71	963	677
78	1099	773
85	1247	876
92	1407	989
99	1582	1112
106	1772	1246

*Prorated for employees working less than 7 hours a day at time of application. Includes Lead Food Service Workers and Drivers.

C. This article is subject to the requirements of New York State Law.

ARTICLE XIX.
HEALTH AND WELFARE PLAN

- A. 1. The District shall assume FIFTY (50%) PERCENT of the cost of the present health and welfare plan for employees hired after July 1, 1997 who work five (5) hours or more (25 hours per week). The employee shall personally pay the FIFTY (50%) PERCENT balance of such cost.
2. All other employees are grandfathered at their present health and welfare rates, i.e., the DISTRICT shall continue to assume ONE HUNDRED

(100%) PERCENT of the cost of the present health and welfare plan for full-time seven (7) hour current employees. The DISTRICT shall assume 80% of the cost for individual coverage and 75% of the cost for family coverage for current part-time employees who work more than three (3) hours. (Employees working three (3) hours or less per day will not receive health insurance as provided in this contract.)

3. Any part-time employee who is assigned additional hours which result in him/her working a 7 hour day, does not achieve the status of a full time employee for the purposes of being entitled to the benefits of a full time employee.
4. Effective July 1, 1997, any present member permanently moved from a three (3) hour or above position to any other position of five (5) hours or above shall pay FIFTY (50%) PERCENT of their healthcare cost.

B. The DISTRICT reserves the right to change insurance carriers in its sole discretion provided there is no diminution of benefit coverage.

C. As soon as practicable following the execution of the parties' agreement, the District will establish an IRC salary reduction plan for health insurance, EMM, child and/or elder care, subject to the requirement of the Internal Revenue Code.

ARTICLE XX. HOLIDAYS

Effective July 1, 2000, unit members shall receive three paid holidays per year, to wit, Thanksgiving Day, Christmas Day and New Year's Day.

ARTICLE XXI. UNION MEETINGS

The DISTRICT shall, upon formal request, permit the UNION to hold authorized meetings in the school/schools of the DISTRICT.

ARTICLE XXII.
SAVINGS CLAUSE

If at any time any provisions of this Agreement shall be held by the appropriate court or administrative agency to be in conflict with any federal, state or local laws, said provision shall no longer be in effect. The remainder of the Agreement, however, shall remain in full force and effect.

ARTICLE XXIII.
DURATION

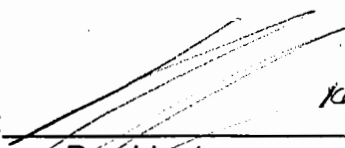
This Agreement shall be in effect from July 1, 2003 through June 30, 2006. At any time subsequent to February 20, 2005, and prior to March 15, 2006, either party may give written notice of its intention to open negotiations for a new Agreement. Meetings between the parties shall begin not later than fifteen (15) days after such notification.

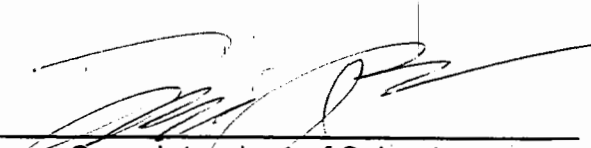
THIS AGREEMENT is made and entered into on this 12th day of January, 2004,
by and between BOARD OF EDUCATION, NORTHPORT-EAST NORTHPORT
UNION FREE SCHOOL DISTRICT AND UNITED PUBLIC SERVICE EMPLOYEES
UNION.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed.

UNITED PUBLIC EMPLOYEES UNION

BOARD OF EDUCATION
NORTHPORT-EAST NORTHPORT
U.F.S.D.

BY:  Kevin C. Stone
President

BY:  Superintendent of Schools

SCHEDULE A
FOOD SERVICE WORKERS - SALARY SCHEDULE

GROUP	2003/04	2004/05	2005/06
<p>A. Part-Time Food Service Worker (employed on or after 7/1/86): (employed between 7/1/78-6/30/86): (employed on or before 7/1/78):</p>	<p>11.89 12.66 13.43</p>	<p>12.36 13.16 13.96</p>	<p>12.86 13.69 14.52</p>
<p>B. Food Service Worker/Driver Lead Food Service Worker Elementary (7.5%)</p>	<p>14.44</p>	<p>15.01</p>	<p>15.61</p>
<p>C. Lead Food Service Worker Secondary (10%)</p>	<p>14.78</p>	<p>15.37</p>	<p>15.98</p>
<p>D. Cook Elementary & Assistant Cook Central Kitchen or High School Probationary: Permanent:</p>	<p>22,657 25,436</p>	<p>23,564 26,454</p>	<p>24,506 27,512</p>
<p>E. Cook High School & Cook Central Kitchen (42 Weeks) Probationary: Permanent:</p>	<p>24,693 27,069</p>	<p>25,680 28,152</p>	<p>26,708 29,278</p>

