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Employer Name: **Islip Union Free School District**

Union: **Islip UFSD Cafeteria Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Suffolk County Educational Local 870**

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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**ISLIP UNION FREE
SCHOOL DISTRICT**

and
**CSEA Local 1000 AFSCME,
AFL-CIO**

RECEIVED

APR 07 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



Islip UFSD Cafeteria Unit
Suffolk County Educational Local 870

July 1, 2007 - June 30, 2011

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PREAMBLE

AGREEMENT made and entered into this ____ day of _____, 2007 by and between the Board of Education, Islip Union Free School District, Islip, New York, hereinafter called the "Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union by the Islip Cafeteria Unit of Local 870 CSEA.

WITNESSETH:

WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act) to negotiate with the Association as the representative of the cafeteria personnel with respect to hours, wages, and terms and conditions of employment; and

WHEREAS, the Board has statutory obligations pursuant, but no limited to, the Education Law of the State of New York, the Municipal Law of the State of New York, the Civil Service Law of the State of New York; and the Constitution of the State of New York, and all rulings, regulations and decisions pertaining thereto, which obligations must be solely executed and carried out and adhered to by the Board; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

NOW, THEREFORE, in consideration of the following mutual convenience, it is hereby agreed as follows:

ARTICLE I – MANAGEMENT RIGHTS

The Association acknowledges that the Board and the Superintendent together have the sole right to management and superintendence of the District.

Except as validly limited by express provisions of this agreement, the District reserves the right to unilaterally determine the standards of service to be offered by it; to direct and assign its employees and to regulate work scheduled; to take disciplinary action in accordance with law; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of operations; to determine the methods, means and personnel by which its operations are to be conducted; to take all necessary actions to carry out its policies; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

ARTICLE II- RECOGNITION

The Islip Board of Education, having determined that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union, by the Islip Cafeteria Unit of Suffolk Educational Local 870 CSEA, the certified bargaining agent is supported by a majority of the personnel in the unit hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union by the Islip Cafeteria Unit of Suffolk Educational Local 870 CSEA, is the unchallenged negotiation agent for the cafeteria employees in such unit. Said recognition shall extend until June 30, 2011.

The Board agrees not to negotiate with any cafeteria organization other than the Association for the duration of this agreement, unless otherwise ordered by competent legal authority.

All of the above is subject, however, to the requirements of Section 207 (3) (b) of the Public Employees' Fair Employment Act to the effect that the Association or any member will not assert the right to strike against any government agency and/or to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in any such strike. The term "strike" means any strike or stoppage of work or slowdown by public employees.

ARTICLE III – INSURANCE PROTECTION

Section 1. For all unit members hired prior to June 30, 1991 and who are regularly scheduled to work 1,820 hours or more per school year, the Board of Education shall pay the full premium of health insurance coverage (Empire Plan).

For all unit members hired prior to June 30, 1991 and who are regularly scheduled to work less than 1,820 hours per school year, the employees shall pay a portion of such premium contribution. Said employee's contribution shall be based upon the following formula:

- Number of hours worked per week multiplied by 40 equals "X";
- "X" divided by 1820 equals percentage worked;
- Employee pays percentage not worked.

For all unit members hired after June 30, 1991 and who are regularly scheduled to work 1,820 hours or more per school year, the employees' contribution shall be 10% of the premium of the Empire Plan.

For all unit members hired after June 30, 1991 and who are regularly scheduled to work less than 1,820 hours per school year, the employees' contribution shall be 10% of the premium plus the percentage contribution derived from the formula as outlined above.

The District has the right to change insurance carriers at its discretion. This District will notify the unit of such change and the benefits will be equal to or better than the benefits presently enjoyed.

Section 2. The sum of \$250.00 per year will be available to each employee to be used toward dental coverage.

An employee may submit bills for dental work with receipts for payment, to the Islip Business Office. Such paid bills for the employee, or spouse or dependent children will be reimbursed by the District at the specified limits described herein.

The Board of Education shall provide term life insurance for each employee in the amount of \$10,000.00.

ARTICLE IV – WAGE RATES COMPENSATION

Section 1. All unit members will receive the following increases in salary:

Effective July 1, 2007 – June 30, 2008 – 3.00% increase

Effective July 1, 2008 – June 30, 2009 – 3.00% increase

Effective July 1, 2009 – June 30, 2010 – 3.00% increase

Effective July 1, 2010 – June 30, 2011 – 3.00% increase

- a) Wage rates will be as shown in the attached list of job titles.
- b) Unit members hired after July 1, 1991 will be entitled to all permanent employee benefits at the rate of 50% for the life of the contract.
- c) An employee who is temporarily assigned above title work shall be compensated at the higher rate for such work after five (5) consecutive work days in such an assignment.

Employees hired after July 1, 1991 will be entitled to the same benefits as hires before July 1, 1991 in the following specific categories: Bereavement days, legal holidays and vacation pay, Jury Duty, cleaning of uniform allowance and dental allowance.

Section 2. Kitchen work for special functions outside regular working hours, when assigned by the District, shall be paid at the worker's regular hourly rate plus \$2.50 per hour for all week night functions, regular hourly rate plus \$3.50 per hour for all Saturday functions and regular hourly rate plus \$4.50 per hour for all Sunday functions. Each employee may be required to work at least one evening affair per year at the discretion of the Cafeteria Manager. An employee may have another cafeteria employee work with her provided the Cafeteria Manager is notified beforehand. The payment listed above will be divided equally between the two employees.

On any outside function where compensation comes from the Board of Education payment will be made within two (2) weeks and in keeping with the regular pay schedule of the District.

All assignments to special functions shall be offered on a rotational seniority basis building-wide. A rotational schedule shall be posted in each building. In the event an employee refuses an assignment three (3) times in any one school year, said employee shall be removed from the list and shall not be eligible to work special functions until the following school year. However, if an employee has an extenuating circumstance that prevents such employee from working a special function (jury duty, bereavement leave, sick leave or approved personal leave) such refusal or absence shall be offered at the sole discretion of the District.

Section 3. Payment will be made for seven (7) legal holidays during the school year when school is not in session. Payment will be based upon an employee's assigned number of hours per day. The seven (7) legal holidays are Labor Day, Columbus Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, Memorial Day, Martin Luther King, Jr. Day and Good Friday.

Section 4. Longevity pay for cafeteria employees will be granted after completion of nine (9) consecutive years of service in the District at the rate of \$.40 per hour. Employees who have completed fourteen (14) consecutive years of service in the District will be granted an additional longevity payment of \$.55 per hour. An additional third longevity increment will be granted after completion of twenty (20) consecutive years of service in the District at the rate of \$.60 per hour. Payment will be made in the fiscal year following eligibility. Effective July 1, 2010 longevity will be increased as follows: after completion of nine (9) consecutive years of service in the District at the rate of \$.45 per hour. Employees who have completed fourteen (14) consecutive years of service in the District will be granted an additional longevity payment of \$.60 per hour. An additional third longevity increment will be granted after completion of twenty (20) consecutive years of service in the District at the rate of \$.65 per hour.

Section 5.

A. Non-contributory retirement will be retroactive to April 1, 1938 in accordance with Section 75 I of the Retirement Law. Employees will also be covered by Section 41 J of the Retirement Law.

B. Upon retirement from the District after a minimum of ten (10) years of service in the District, employees shall be eligible to receive a one-time payment equal to one-third (1/3) of the employee's accumulated unused sick leave multiplied by the employee's daily rate of pay at the date of retirement.

Section 6. The Board agrees that the following may be deducted from payroll checks at the option of the employee:

- a) CSEA Insurance
- b) U.S. Savings Bonds
- c) Tax sheltered annuities
- d) Teachers Credit Union – Credit Union deductions may begin following sixty (60) days' notice to the District.

Section 7. Employee Discipline and Discharge – Employees may be disciplined and/or discharged in accordance with law.

ARTICLE V – GRIEVANCE PROCEDURE

An effective grievance machinery is a cooperative responsibility in which employees, supervisors, and the school board should participate. The suggested grievance procedures, which follow, have been set up with this idea of cooperation as its basis. In Islip both the Superintendent of Schools and the Board of Education have always been easily accessible for the presentation of grievances. The same accessibility is maintained while a definite system of channeling is established to facilitate the handling of such matters.

Grievance shall mean any claimed violation, misrepresentation or inequitable application of the provisions of this collective bargaining agreement or those Board of Education policies which relate to terms and conditions of employment.

Rules and Regulations:

1. Throughout all stages of the grievance procedure, the employee may be allowed a representative. This representative may be anyone of his choosing.

2. Any employee using the prescribed grievance procedures should feel secure with the knowledge that no act of coercion, restraint, discrimination or reprisal may be used against him/her by the supervisory staff or the Board of Education.
3. All procedures adopted will be open to public inspection.
4. Decisions of the Board of Education are final.

Stages of the Grievance Procedure:

A. Stage One

1. An employee shall submit his/her grievance, in the first instance, to his/her immediate supervisor within forty-five (45) calendar days of the act or occurrence which gave rise to the grievance. If such grievance is not resolved within three working days the employee shall reduce his/her grievance into writing and submit such grievance to Stage 2 within seven working days.
2. Should the party presenting the grievance feel he or she cannot accept such a determination, an appeal must be made within seven (7) working days. This appeal must comply with the requirements of stage two.

B. Stage Two

1. The employee requests to the Superintendent or his designees, in a written statement, a review of the decision of his immediate supervisor. The Superintendent or his designees will arrange an appointment within seven (7) working days of receipt of the grievance and after consultation with the employee render his decision on or before the expiration of three (3) working days from the date of the conference.

C. Stage Three

1. Should the grievance still be unsettled, an appeal in writing shall be made on or before the expiration of three (3) working days from the date of the decision of the Superintendent or his designee for a hearing and a review of the decision. This appeal shall be forwarded to the chairman of the public employee's grievance board. The grievance board will on or before the expiration of ten (10) working days from receipt of such request for appeal establish a time and place for such hearing and review.

Composition of Public Employee Grievance Board:

1. The public employee grievance board will consist of three (3) members. The non-teaching personnel will elect one representative while the Superintendent will select the supervisory representative other than the immediate supervisor. The Board of Education will appoint the third representative from its membership.

2. The grievance board will hold an informal hearing, and thereafter make recommendations, copies of which will go to:

- a) the Board of Education
- b) the employee or his representative
- c) the immediate supervisor
- d) the Superintendent of Schools

This will be accomplished on or before the expiration of seven (7) working days of the hearing.

3. Thereafter the Board of Education will decide the matter, at its next regularly scheduled monthly meeting.

4. If a member of such grievance board, consisting of employees of the District, has a grievance himself, he would need to be replaced pro tem on the grievance board.

5. In the grievance procedure, the union has the option of approving advisory arbitration in lieu of Stage 3 of the grievance procedure. Cost of the arbitrator will be borne by the union.

ARTICLE VI – JOB SECURITY

Section 1. Job vacancies, with the exception of temporary vacancies, shall be posted. The District will endeavor to make such postings and fill positions it intends to fill in a timely fashion. Said positions shall be filled by the most qualified applicant as determined by the District, with seniority as a consideration. Said determination shall not be arbitrary. All eligible unit members shall be granted an interview. Employees appointed to a promotional position shall not have the right to retreat to their former position under any circumstances, unless the parties mutually agree otherwise. At least two weeks prior to the opening of school, unit members will be informed of openings which occurred during the prior school year.

Section 2. Layoffs and recalls shall be on a district-wide seniority basis within title. A district-wide seniority list shall be posted in each building.

Section 3. If an employee's work hours are reduced by 15 minutes or more per day, the affected employee utilizing the principle of seniority within title shall have the right to displace similarly employed employee with less seniority. The aforementioned displacement shall only occur subsequent to the end of the school year and prior to the commencement of the next school year. The District shall inform the union of all scheduled work hours two weeks prior to the new school year. A district-wide seniority list will be posted in each building.

Section 4. If the budget is not passed and schools operate on an austerity budget (without cafeteria program), when the budget is resubmitted and passed, cafeteria personnel will be called back in accordance with seniority in the same position as previously held and at the same salary. The parties acknowledge that the cafeteria program is "self-sustaining" and is not funded by the school district budget. Hence, the foregoing paragraph is inapplicable. However, the parties further acknowledge that, in the event that the cafeteria program is not "self-sustaining" in the future, the above-referenced paragraph shall be applicable.

ARTICLE VII – LEAVES OF ABSENCE

Section 1. Unit members employed prior to July 1, 1991 will be entitled to one (1) sick leave day for each month worked based upon an employee's assigned number of hours per day, cumulative to a maximum of 185 days.

For unit members employed after July 1, 1991, leaves of absences shall be adjusted as follows:

Employees who work 25 hours or more per week will receive one sick day for each month worked with a maximum of 185 days.

Employees who work less than 25 hours a week will receive one sick day for each two months worked for a maximum of 92 days.

No employees will be reduced in hours as a result of this provision.

In the case of sick leave utilization for the serious illness of an immediate family member, the employee must provide a physician's verification that the illness was sufficiently critical to require the employee's care.

Absence because of illness in the family shall be charged to accumulated sick leave, if any, and is therefore not to be considered a personal day. Sick leave shall include absence because of illness or injury of the employee, or serious illness or injury in his immediate family. The work "immediate family" shall include the employee's parents or foster parents, brothers and sisters, spouse, mother-in-law and father-in-law, children and grandchildren.

Section 2. Unit members employed prior to July 1, 1991 will be entitled to three (3) personal days per year.

For the unit members employed after July 1, 1991, leave of absences shall be adjusted as follows:

Employees who work 25 hour or more per week shall receive three (3) personal days per year.

Employees who work less than 25 hours per week shall receive one and a half (1 ½) personal days per year.

No employees will be reduced in hours as a result of this provision.

Personal days will be for accomplishing purposes which cannot reasonably be accomplished outside the normal work day. An application stating the reason for the request of the personal day shall be made to the Office of Personnel, an appeal may be made to the Superintendent or his designee. The Superintendent's decision shall be final and shall not be subject to review in any form. Unused personal days shall be added to accumulated sick leave at the end of each school year.

Section 3. Up to five (5) days' leave, per occurrence, may be granted in the event of a death in the immediate family, which will not be charged against sick leave or personal leave. Said bereavement leave days must be utilized within a period of ten (10) working days. Immediate family shall include the employee's spouse, children, parents or foster parents, step-parents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

Section 4. Subject to FMLA requirements, an employee shall be granted a child-care leave without pay for a period of up to twelve (12) months after the birth of the child for child-rearing purposes. The employee's FMLA leave rights (up to twelve (12) weeks) shall be subsumed within the child care leave (maximum of up to one (1) year). Such period shall not commence earlier than the date of birth of the employee's child. In the event an employee is disabled due to pregnancy and has exhausted her sick leave accumulations, the employee may commence child-care leave prior to the birth of the employee's child. The employee is required to give written notification to the Superintendent of Schools of the intention to return at least thirty (30) days prior to the date of return. The employee shall be entitled to return to the same position without loss of seniority or benefits. A child-care leave of absence shall be granted to an adoptive parent and the employee shall arrange a mutually convenient time for the leave to begin except that said leave is to commence no sooner than one month after written notice of the date of adoption is given to the Superintendent of Schools.

Section 5. Up to one (1) year of absence without pay may be granted, upon application, to employees if needed to care for seriously ill spouse, child, parents or parents-in-law. With the exception of FMLA qualifying leave, all such leave of absence shall be granted at the sole discretion of the Board, whose decision shall be final and binding. An employee granted such leave will be entitled to return to the same title but not necessarily the same location.

Section 6. Leaves without pay may be granted for emergency reasons requiring absence of six (6) months or more. Leaves without pay may be granted for other reasons such as illness of parent. This provision is not intended to include such provisions as vacations or extra days off. With the exception of FMLA qualifying leave, all such leaves of absence shall be granted at the sole discretion of the Board, whose decision shall be final and binding.

Section 7. Each cafeteria employee who desires a leave of absence without pay must submit a written request for said leave of absence to the Superintendent or his designee and the Board shall decide whether to grant the leave of absence on the basis of the individual merits of each request.

Section 8. Attendance Review Policy –

a) In the event that the District determines that a unit member has demonstrated misuse of sick and/or personal leave, the following procedure shall be available for use by the District: The unit members shall be notified in writing of the District's concern. Said written notification shall also establish a conference date for a discussion of the District's concerns. The conference shall be held by the Superintendent and/or his/her designee. The

employee shall have the right to Union representation at said meeting. A writing summarizing the conference shall be prepared by the Superintendent and/or his/her designee, provided to the employee and placed in the employee's personnel file. In the event that the procedure in paragraph (2) is not invoked within one (1) year of the delivery of the above summary to the employee, the same shall be removed from the employee's personnel file.

b) After issuance of said letter, if no improvement in the employee's attendance record is evident, as determined by the District, a second conference shall be held to review the lack of improvement. The employee may be represented by the Union at said meeting. Following said meeting, the Superintendent and/or his/her designee shall issue a written determination which shall include a formal reprimand. In addition to the formal reprimand, the Superintendent and/or his/her designee may require said employee to substantiate further use of sick leave by supplying a physician's note for up to a maximum period of six (6) months, as determined by the Superintendent of Schools and/or his/her designee. The Superintendent and/or his/her designee shall also have the discretion to require said employee to substantiate further use of personal leave by submitting written evidence of the need to take such leave for up to a maximum period of six (6) months, as determined by the Superintendent of Schools and/or his/her designee.

c) After imposition of the disciplinary penalty or penalties set forth in the preceding paragraphs, if no improvement in the employee's attendance is evident, as determined by the District, a third conference shall be held to review the lack of improvement. The employee may be represented by the Union at said meeting. Following said meeting, the Superintendent and/or his/her designee shall issue a written determination which shall include a formal reprimand and/or the imposition of a fine of up to \$100.00. (Said fine shall be prorated over at least four (4) payroll periods).

d) Nothing hereinabove set forth shall be deemed a prerequisite to institution of disciplinary proceedings pursuant to applicable law which may be commenced by the District at any time in its sole discretion.

e) Notwithstanding any other provisions of this agreement, the decision to institute this procedure shall be reviewable by way of expedited arbitration pursuant to the rules for voluntary arbitration of the American Arbitration Association. However, the imposition of a sanction shall not be grievable.

ARTICLE VIII – VACATION-EMPLOYEES RIGHTS

Section 1. One (1) week vacation pay shall be payable in the pay period prior to the Christmas holiday after completion of one (1) full year of service. This payment is being made because of the fact the employees of this unit are not paid when not working such as Superintendent's Conference Day or other events when the cafeteria is closed, etc. Additionally, in order for an employee to be eligible for this vacation payment, the employee must be on payroll for at least thirty (30) work days prior to the Christmas Holiday week.

Section 2.

a) All employees shall enjoy the right to receive a copy of all materials to be placed in their personnel files before they are so placed except for references and other pre-employment documents. Said personnel files must be reviewed in the presence of an administrator.

b) All unit members shall have the right to attach a response to all materials.

c) All unit members shall have the right to copy material in their file.

ARTICLE IX – OTHER BENEFITS

Section 1.

a) The Board agrees to provide three (3) uniforms for cafeteria employees with replacement at the discretion of the cafeteria manager; stained or torn uniforms shall be replaced. In the event of loss, the cost of replacement is to be born by the employee. Uniforms will be returned to the cafeteria manager at the end of the school year or upon termination of employment. If uniforms are not returned, the cost of the uniform will be deducted from the final check. Uniforms shall have employee's name tags affixed. A committee of employees shall act in an advisory capacity when a change in the style of uniforms is contemplated.

b) Employees will receive an annual allowance for cleaning and maintenance of uniforms as set forth below for the year indicated. This allowance will be paid in a lump sum on the first pay day in April of each year.

2007/2008	\$55.00
2008/2009	\$55.00
2009/2010	\$60.00
2010/2011	\$60.00

Section 2. All employees working four and one-half (4½) hours will be entitled to a half hour lunch period to be taken at work site. Exceptions due to extenuating circumstances may be made by school lunch manager. Employees working less than 4.5 hours are limited to a ten (10) minute break to be scheduled by the cook-in-charge.

Section 3. Rubber gloves will be supplied by employees when needed.

Section 4. Each employee is entitled to examine his personnel file upon request at reasonable intervals.

Section 5. When the Board may require an employee to enroll in courses of study related to the job, the cost of such courses will be paid for by the Board, and attendance will be on paid time. Employees, however, may be required to take in-service training with pay. If available, a substitute worker will be hired to fill the hours for the absent employee attending the class.

Section 6. If school is closed by the Board due to National or State decree, employees will be paid in accordance with said employee's number of hours per day.

Section 7. If school is closed for snow or emergency, employees shall be paid an average day's pay if the day would normally have been a working day for the employee.

Section 8. Cafeteria workers may request assistance in lifting and moving heavy objects.

Section 9. All grievances regarding alleged violations of past practice concerning "mandatory subjects" of collective bargaining, as that term has been defined by the Public Employment Relations Board (PERB), shall be decided by the Superintendent of Schools. His/her decision shall be final. Note: The Superintendent will be considered the only grievance step in this procedure.

Section 10. The Association will be granted, upon prior request, up to a total of six (6) days for use by officers of the Association to attend Association meetings or for other association business.

ARTICLE X – MISCELLANEOUS

Section 1. Cooks are expected to do book work within working hours. Book work shall include, but not be limited to inventory, ordering, receiving, rotating stock, revenue work, scheduling, monitoring time sheets and such other duties as assigned by the Food Service Director.

Section 2. Storerooms, pantries, etc., are to be kept in proper condition at all times.

Section 3. Workers may be rotated from one school to another when necessary. It is not intended that rotation should result in a loss of hours or pay.

Section 4. Subject to the requirements of law, employees shall be permitted to be absent to perform jury duty without loss of pay with prior notice to the Superintendent of Schools and/or his/her designee. Employees shall be required to request an adjournment of jury duty to a time when school is not in session and provide evidence of said adjournment request to the District upon request.

Section 5. Payments made by Workmen's Compensation Board for job-related injury or illness shall be paid to the District. The employee will be credited with a number of sick days equivalent to the compensation reimbursement received by the District.

Section 6. Employees are not required to use their personal vehicles or equipment for school business.

Section 7. Subject to the prior approval of their immediate supervisor, employees assigned to each school shall be permitted to do year-end "clean up" on the last day of school or the day following the close of the cafeteria.

All unit members must receive approval of the District prior to performing these duties.

Section 8. This agreement constitutes the full and complete agreement of the parties and may not be altered, changed, added to, deleted from or modified without the written consent of the parties hereto.

Section 9. Copies of this agreement will be printed and cost to be shared equally and given to all cafeteria personnel now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.

Section 10. Negotiations for a successor agreement shall begin no later than March 15, 2011.

Section 11. Cafeteria Flex Time – The District shall have the sole discretion to grant six (6) additional hours of flex time per month to each building to be utilized by the Head Cook/Cook. If the District determines in its sole discretion that such flex time is necessary, each Head Cook/Cook shall be permitted to use six (6) hours of flex time each month (September to June). The parties acknowledge that said six (6) hours be paid at a straight time rate. The Head Cook/Cook shall have the sole discretion to assign said flex time to employees under his/her supervision.

The Head Cook will make the decisions on how best to use the flex time within the following guidelines:

1. The flex time is to be used to improve the cafeteria program.
2. Such time can only be used for work purposes; not to impact on breaks or lunches.
3. Though the primary purpose is to prepare foods which will enhance the overall program, it may, if necessary, be used to do cafeteria paper work or clean utensils, cooking areas, etc.
4. Assignment of flex hours will be determined by the Head Cook and will be based on need; not seniority.
5. The flex time must be signed-off by the Head Cook and identified as such on the proper time/payroll forms.
6. The flex time of up to six (6) hours is not cumulative, meaning, it cannot be carried over to other months. Use it or lose it.
7. Flex time cannot be given or borrowed from one cafeteria to another. Each school receives and uses their own flex time.

8. Flex time cannot be used for cook's meetings.
Any extra coffee set ups for meetings will be paid for by the district and not taken out of flex time.

Section 12. Should it be determined that the cafeteria has operated at a loss for the school year, the CSEA and the District agree in an attempt to resolve the problem to discuss cost savings options.

ARTICLE XI – DUES

Section 1. Effective with ratification of this Agreement, the Association shall be permitted to submit a statement to the District regarding the amount per employee expended by the Association for representation of employees, and the District shall collect in monthly installments and remit to the Association such sum from full-time employees of the District who are in the bargaining unit, but who are not members of the Association. The fee for each such non-member shall not exceed the amount of regular dues for individual members of the Association.

Section 2. Dues Deduction – The Civil Service Employees Association, Inc., shall have the exclusive rights to payroll deduction of dues and union sponsored insurance benefits program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other organization shall be accorded any other payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

ARTICLE XII – LEGISLATIVE ENACTMENT

Section 1. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.

Section 2. 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 funds therefore, shall not be effective until the appropriate legislative body has given approval.

**SALARY SCHEDULE
HOURLY WAGE RATES
FOR CAFETERIA WORKERS**

	2007-2008	2008-2009	2009-2010	2010-2011
Head Cook	19.86	20.46	21.07	21.70
Assistant Cook	14.56	15.00	15.45	15.91
Secondary School Cook	17.71	18.24	18.79	19.35
Elementary School Cook	17.41	17.93	18.47	19.02
Food Service Workers (more than one year in title)	13.87	14.29	14.72	15.16
Food Service Workers (less than one year in title)	13.59	14.00	14.42	14.85

Effective July 1, 2007 = 3.00%
 Effective July 1, 2008 = 3.00%
 Effective July 1, 2009 = 3.00%
 Effective July 1, 2010 = 3.00%

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2011.

Catherine M. Lomax
BOARD OF EDUCATION

2/11/08
DATE

Alan D. Cott
SUPERINTENDENT OF SCHOOLS

2/8/08
DATE

Josephine Serenita
UNIT PRESIDENT

DATE

Lepie Egan
LABOR RELATIONS SPECIALIST

2/7/08
DATE

