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AGREEMENT

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
JAN 16 2009
ADMINISTRATION

by and between the
BOARD OF EDUCATION

of the
**MILLER PLACE UNION
FREE SCHOOL DISTRICT**

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



Miller Place UFSD Cafeteria Unit
Suffolk County Educational Local 870

July 1, 2005 - June 30, 2010

TABLE OF CONTENTS

I.	Grievance Procedure	3
II.	Discipline and Discharge	4
III.	Promotions	4
IV.	Working Hours and Calendar	4-6
V.	Physical Examinations	6
VI.	Leaves of Absence	6-7
VII.	Salary Schedule	8-10
VIII.	Insurance, Retirement, and Annuities	10-12
IX.	Uniforms	12
X.	Transfers	13
XI.	Seniority Clause	13
XII.	Recognition Clause	13
XIII.	Dental Plan	13
XIV.	Dues	13
XV.	Agency Shop Fee	14
XVI.	Use Of Kitchen Facilities By Outside Organizations	14
XVII.	Article Of Ratification	14-15
	Schedule A	16

Agreement

Between

The Board of Education of the Miller Place Union Free School District
(Herein called "District")

- AND -

The Miller Place UFSD Cafeteria Unit, C.S.E.A. Inc.,
Local 1000, AFSCME, AFL-CIO
(Herein called "Unit")

For July 1, 2005 through June 30, 2010

Section 204-A Taylor Law Revision: "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."

I. Grievance Procedure

A grievance shall be defined as any violation, misinterpretation, or misapplication of the provisions of this agreement. Any grievance must be presented within thirty (30) days of the claimed violation, misinterpreted, or misapplication of the terms of the contract which is the subject of the grievance, or within thirty (30) days after the grievant knew or should have known of the facts and circumstances constituting the grievance. Any grievance not filed within the aforementioned time period shall be deemed waived.

1. Cafeteria workers shall have the right to discuss with the Building Principal any grievance.
2. If the cafeteria workers believe that their grievance has not been adequately dealt with by the Building Principal, they may request a meeting with the Superintendent. At this meeting, the Unit employee may be represented by no more than two (2) other persons besides the grievant. The failure of the grievant to request in writing that the grievance proceed to the Superintendent's level of this procedure, within ten (10) days of receipt of the Principal's decision, shall be deemed the grievant's acceptance of the Principal's decision and a waiver of the right to proceed to any other level.

3. If the grievance has not been settled to the satisfaction of the cafeteria worker after Step 2 above, the employee may petition the District in writing for binding arbitration. A request to proceed to arbitration must be received by the Central Office within ten (10) days after receipt of the Superintendent's decision at Step 2. A failure of the employee to insure that a request for arbitration is received by Central Administration within the aforementioned time periods will be deemed as acceptance by the employee of the Superintendent's decision and shall constitute a waiver of the grievant's right to proceed to arbitration.
4. Arbitration shall be the last step of the grievance procedure. The parties will select an arbitrator through the American Arbitration Association (AAA). The voluntary labor arbitration rules of the AAA shall apply to the selection of arbitrators and to the proceeding in so far as they relate to hearings, fees, and expenses. The arbitrator's fee and expenses will be shared equally by the parties.
5. Where groups of cafeteria employees of the Unit feel they have a grievance, they will follow the same procedures as outlined for an individual.

II. Discipline and Discharge

All bargaining unit employees in the noncompetitive and labor class who have been employed by the District prior to July 1, 1995 shall be entitled to the protection provided in Section 75 of the Civil Service Law of the State of New York upon completion of 36 months of continuous employment by the District; all bargaining unit employees in the noncompetitive and labor class hired by the District subsequent to June 30, 1995 shall be entitled to the protection provided in Section 75 of the Civil Service Law of the State of New York upon completion of the time period set forth in the statute.

III. Promotions

In the event of a promotion to a higher position after July 1, the salary received shall be immediately commensurate with that of the lowest paid employee then working in the new classification or the salary of the promoted employee, whichever is greater. In the event of the necessity of a demotion at any time during the year, the salary shall remain the same for the balance of the year. In cases of demotion, employees shall have the privilege of using the Grievance Procedure.

IV. Working Hours, Work Rules, and Calendar

A. Work Week

The work week for all full time employees shall consist of five (5) seven (7) hour days including a lunch break limited to thirty (30) minutes.

B. Holidays

During the school year, the permanent full-time cafeteria workers shall be entitled to all holidays and vacations as scheduled in the school calendar for the year. Should it become necessary to work during these vacations, affected workers will be compensated at time-and-one-half (1 ½).

C. Work Year

The work year for part-time cafeteria workers shall commence on the first day of lunches for students and terminate on the last day of lunches for students except, that if there is a lunch or lunches being served in any of the four School District buildings, the District may re-assign part-time employees to the building or buildings at which lunch or lunches is being served, as the need arises, without being required to pay additional compensation. The work year for full-time workers shall commence on September 1 and terminate on June 30. If it is necessary for full-time employees or part-time employees to report to work prior to their scheduled starting date, they shall be compensated at the rate of time-and-one-half (1 ½) their normal rate of pay for work Monday to Saturday and double-time for Sunday and holidays.

D. Snow Days

Should classes be canceled for inclement weather, and the cancellation is not announced prior to 7:00a.m., an employee who reports to work on said day shall be provided with work and will be paid for that work, up to a maximum of three (3) days per year. In the event of a delayed opening, cafeteria workers normally working the A.M. programs at the High School shall be compensated for all lost working time resulting from the delay if the employee has been required to report to work. If an employee has reported to work and after so reporting is dismissed early due to weather conditions, the employee shall be paid for the hours of his/her approved, regular shift.

E. Emergency School Closing

When school is closed on an emergency basis because of weather conditions or other emergency conditions, the cafeteria workers shall not be required to report to work. If conditions improve, the staff may be called in to work if there is urgent work to be done.

F. School Closings

In the event that the District closes a particular school for parent/teacher conferences, employees will not be shifted from one school to displace employees in another school. Employees shall not be shifted to displace hourly employees.

In the event that a substitute is needed because schools close early or are closed due to parent/teacher conferences, permanent employees who wish to work these occasions shall notify the open cafeteria at least one week in advance.

VII. Salary Schedule: (see Schedule A – Page 16)

A. Full-Time Employees

Year 1 – 5.0%
Year 2 – 4.0%
Year 3 – 3.0%
Year 4 – 3.0%
Year 5 – 3.0%

Part-Time Employees

Increase the hourly salary levels (by the percentages indicated per year*)

*The reference to salary “levels” are due to the fact that there is no actual salary schedule. These levels do not represent steps on a schedule, rather merely a memorialization of the hourly rates for current employees. Part-time employees in this unit do not move from one level to another automatically or otherwise, based upon years of service or other criteria. In other words, there are no increments and there are no steps. Therefore, the new hourly rates agreed upon merely represent hourly rates the District may pay employees. The rate of pay for all part-time unit members shall be as set forth on the schedule annexed to the contract. The aforementioned increases are as follows:

Year 1 – 5.0%
Year 2 – 4.0%
Year 3 – 3.0%
Year 4 – 3.0%
Year 5 – 3.0%

B. Longevity Payments

The payments are as follows for full-time employees, and are prorated for part-time employees:

After 5 years of full-time service	-	\$150
After 5 years of part-time service	-	\$75
After 10 years of full-time service	-	\$350
After 10 years of part-time service	-	\$200
After 15 years of full-time service	-	\$650
After 15 years of part-time service	-	\$350
After 20 years of full-time service	-	\$900
After 20 years of part-time service	-	\$600

All of the aforementioned payments remain off schedule.

C. Overtime

Any activity which requires cafeteria employees to work beyond the normal hours for their kitchen will be paid at the rate of time-and-one-half unless waived by the employee. Authorization for overtime must derive from the School Lunch Manager or the Assistant Superintendent for Business.

Should full and part-time employees be required to work on a Saturday, they shall be compensated at the rate of time and a half their normal rate of pay. Sunday work shall be compensated double time. Employees who are called into work for emergency purposes after ending or before starting their regularly scheduled shift shall be paid at the rate of time-and-one-half for a minimum of three (3) hours.

D. Compensation

1. If an employee was hired prior to January 1, the employee shall be advanced by the amount of the contractual increase for the next school year. An employee hired on or after January 1 will not be advanced by the amount of the contractual increase for the next school year. This is applicable to full and part time employees.

2. Head Cook

The Head Cook shall receive an annual stipend, in addition to, but separate and apart from base salary, of seven hundred fifty dollars (\$750.00).

The parties agree that the District shall train one food service worker at each school in the District to be able to do the head cook's work or the assistant head cook's work in the event the head cook or assistant head cook is absent, provided that the designated person shall be obligated to substitute for the head cook or assistant head cook, upon his or her absence; the substituting employee shall be paid an additional six (\$6.00) dollars per hour for substituting for the head cook or assistant head cook, and that additional out of title pay shall not begin to accrue until the first full day that the food service worker substituting for the head cook or assistant head cook receive an hourly rate of pay which exceeds the regular hourly rate of pay for the head cook or the assistant head cook they are substituting for in that school.

In order to be eligible for such increase, the employee must do weekly orders, if necessary; monthly inventories, if due; daily cost sheet completed; perpetual inventory, or any other duties of the head cook position. Head cook position requires a full seven-hour (7) day.

E. Direct Deposit

Effective July 1, 2005, at the discretion of Administration, unit members' pay may be processed and paid by direct deposit as administered and supervised by Central Administration.

VIII. Insurance – Retirement – Annuities

A. Health Insurance

Effective July 1, 1997, for all unit employees hired as of July 1, 1995 and thereafter there shall be a 10% employee contribution to the cost of the health insurance premiums for both individual and family coverage. For purposes of this provision part-time employees of the District prior to July 1, 1995 converting to full-time employment after June 30, 1995 shall not be deemed to be new employees, and employees of the District prior to July 1, 1995 who are not participants in the health insurance plan and who first become participants of the plan subsequent to June 30, 1995 shall not be deemed new employees.

Employees whose spouses have the Family Empire Core Plus Enhancements Plan coverage equal to or better than that provided by the school district shall not be entitled to Family Empire Core Plus Enhancements health coverage provided by the District unless such District health insurance is needed to provide coverage for dependents not covered by a spouse's plan or if maintenance of such plan is required to comply with a court order, separation agreement, or judgment predating July 1, 1991.

Such employees shall elect one of the following options:

1. \$1,000 in lieu of family coverage, paid annually, or
2. Individual coverage paid by the District.

With respect to employees whose spouse is employed by the District, the employees will have the option of which employee will maintain the District's family plan. The other employee may choose between the options noted above or both may choose individual coverage to be paid for by the District.

Should an employee thereafter become no longer covered by his/her spouse's said coverage, or is about to retire from the District, he/she shall be eligible for immediate reinstatement, at District expense, to the coverage of the District's Family Empire Core Plus Enhancements Program if the employee has dependents, or to the District's Individual Plan if no dependents.

The District and the Union strongly recommend that you contact the District Health Insurance Officer as soon as you contemplate retirement.

The language in this section of the agreement shall be modified to reflect any changes in health insurance coverage from the Family Empire Core Plus Enhancements to another family plan if that occurs. However, this does not mean that there shall be no dual family coverage. The paragraph shall read exactly as paragraph two does above. For example: spouse has Family Choice Care, District changes to Family Choice Care. Family Choice Care would be substituted in paragraph two wherever Family Empire Core Plus Enhancements is now stated. If the District stays with the Family Empire Core Plus Enhancements and spouse has Family Choice Care, employee does not lose Family Empire Core Plus Enhancements coverage. If an employee's spouse is self insured, there will be no loss of family benefits.

The District shall have the right to switch health insurance carriers, providing however, that the benefits received by the bargaining unit members are equal to or greater than those provided by the then current Statewide Family Empire Core Plus Enhancements or its replacement.

Upon receiving notice from the District of a contemplated change in health insurance carriers, the bargaining unit shall have sixty (60) days within which to study the proposed benefits and ascertain whether it believes such benefits to be equal to or greater than the then current health benefits. If the CSEA believes that the proposed carrier offers benefits that are not equal to or greater than the current health benefits, the bargaining unit shall within the aforementioned sixty (60) day period be entitled to file a written demand upon the District for expedited binding arbitration which shall determine whether or not the proposed health insurance carrier offers benefits equal to or greater than those provided by the then current Statewide Empire Core Plus Enhancements or its replacement. A failure of the bargaining unit to file a demand for expedited binding arbitration shall be deemed a waiver of its right to demand same, in which case the District shall be entitled to change health insurance carriers as proposed and such carrier shall be deemed to provide benefits which are equal to or greater than those provided by the then current Statewide Empire Core Plus Enhancements. The District shall not be entitled to switch health insurance carriers until aforesaid sixty (60) day period has expired without a demand for expedited binding arbitration, or until an arbitrator has issued an award where a timely demand for arbitration is made.

B. New York State Employees Retirement System and 41J Benefit

1. The school district shall comply with all regulations of the New York State Employees' Retirement System and shall pay one hundred percent (100%) of all premiums for eligible employees. Permanent part-time employees are eligible to be placed in the Retirement System. Upon request, immediate application will be made by the District within five (5) working days. The plan in effect is 75i.

2. The District shall continue, as per past practice, to give eligible employees retirement system credit for accumulated unused sick leave pursuant to Section 41J of the New York State Retirement and Social Security Law.

C. Tax-Sheltered Annuities

The Board of Education will give every employee the opportunity to purchase a tax-sheltered annuity.

D. Disability Policy

The District shall provide a disability insurance policy for full-time and permanent part-time (15 hours or more per week) cafeteria employees. For full-time employees the policy will pay up to sixty percent (60%) of the normal monthly gross salary; elimination period shall be ninety (90) calendar days; benefits shall be paid up to five (5) years for illness and up to age sixty-five (65) for injury.

For permanent part-time employees, the District will provide a disability insurance policy which will pay up to fifty percent (50%) of average monthly wage; elimination period shall be sixty (60) days; benefits shall be paid up to two (2) years for illness and up to two (2) years for injury.

E. Life Insurance

The District will provide, at its own expense, a \$5,000 life insurance policy for eligible cafeteria employees.

IX. Uniforms

The Board of Education will provide full-time cafeteria employees and part-time employees who work on a regular basis an annual uniform allotment. The uniform allotment shall be:

Full-Time	\$240.00
Part-Time	\$200.00

Uniform allowance checks shall be given to each full and part-time employee by the second week of July. Receipt for purchased uniforms shall be forwarded to the District no later than September 1. Uniforms shall consist of: white pants, plain colored tops (no logos), hair nets, hats, aprons, support hose and white duty shoes. Employees are required to purchase all the aforementioned components of their uniform but in no case shall the cost exceed the maximum allowance delineated above.

X. Transfers

In the event an employee requests a transfer to another school cafeteria, for other than economic reasons, and such request is approved, the employee may not transfer back to the original school except where the Administration feels such transfer to be in the best interest of the school district, after discussions with the Miller Place Cafeteria Unit President.

XI. Seniority Clause

- A. Seniority shall be based upon length of continuous service in a particular job classification (part-time or full-time). Part-time employees shall not be entitled to apply for full-time positions unless no other full-time employee applies for the job. In case of layoffs, employees shall be allowed to bump into an equal or lower paying classification, according to seniority and qualifications. Employees can accumulate seniority in either a full-time or part-time classification, but it will not be added together for purposes of bumping except when a full-time employee is bumping a part-time employee.
- B. There will be a rotating overtime seniority list at each work site.

XII. Recognition Clause

The Miller Place Union Free School District recognizes the Miller Place Union Free School District Cafeteria Unit C.S.E.A., Inc., Local 1000, AFSCME, AFL-CIO as sole and exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment for all full-time and part-time cafeteria workers of the District.

XIII. Dental Plan

In the event the Miller Place Teachers' Association opts for a dental plan, cafeteria employees will be given the opportunity to join the plan at their own expense provided insurance carrier permits.

The information set forth above will be provided to new employees by the Central Office within ten (10) work days of their appointment.

XIV. Dues

The Board shall deduct from the wages of employees and remit to C.S.E.A., Inc. regular membership dues for those employees who sign authorization permitting such payroll deductions.

XV. Agency Shop Fees

Pursuant to the passage of legislation enabling the implementation of agency shop fee, the Board does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the date of employment, whichever is later, each employee 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 membership in the Unit on the same terms and conditions as are available to every other member of the C.S.E.A. The service charge shall be an amount equal to the collective bargaining agent's regular fee, and monthly fees for each month thereafter in an amount equal to the regular and usual monthly fees. The Board shall deduct such fee in the same manner the membership dues are deducted.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorney's fees that shall arise out of or by reason of actions taken by the District for the purposes of this article.

XVI. Use of Kitchen Facilities by Outside Organizations

The District agrees that it shall amend its permit application procedure to provide that any application for use of District cafeteria and/or kitchen by an outside organization, shall require the applicant to pay a \$50.00 deposit to the District, which deposit shall be applied toward the costs of cleaning those areas, in the event that the outside organization shall leave those areas in need of cleaning. (Workers to be paid time and one half for cleaning during overtime). Furthermore, any application which requires the use of the kitchen shall necessitate a discussion between the District's Assistant Superintendent for Business and the president of the Unit, as to the number of cafeteria workers required, if any, for the event to be held pursuant to the application. Said discussion shall not include the outside organization, which shall be bound by the District's decision with respect to the number of employees. If the Assistant Superintendent for Business and the president of the Unit cannot agree as to the number of workers required, they shall submit the question to the Superintendent, whose decision shall be binding.

XVII. Article of Ratification

This Agreement is for the term of five (5) years, beginning July 1, 2005. Should the Miller Place UFSD Cafeteria Unit, C.S.E.A. Inc., Local 1000, AFSCME, AFL-CIO wish to negotiate for the period following June 30, 2010, the Board of Education shall be notified of the decision on or before January 1, 2010. The parties agree that all foreseeable negotiable items have been discussed and, therefore agree that negotiations shall not be reopened on any item, whether or not contained herein, during the term of the contract.

The foregoing Agreement, made by and between the Miller Place UFSD Cafeteria Unit, C.S.E.A. Inc., Local 1000, AFSCME, AFL-CIO and the Board of Education of said District, was approved and accepted this

_____ day of _____, 2005.

School Administration:

By Donald K. Carlisle, Ed.D.
Dr. Donald K. Carlisle, Superintendent

**The Miller Place UFSD Cafeteria Unit
C.S.E.A. Inc., Local 1000,
AFSCME, AFL-CIO:**

By Christina Briggs
Christina Briggs, Unit President

Board of Education:

By Claire Mangelli
Claire Mangelli, President
Board of Education

C.S.E.A., Inc.:

By James Wall
James Wall, LRS
CSEA, Inc.

SCHEDULE A

Full-Time Cafeteria Unit[^]

		2005-06	2006-07	2007-08	2008-09	2009-10
	Level	5%	4%	3%	3%	3%
Head Cook	1	29,338	30,512	31,427	32,370	33,341
Head Cook	2	21,925	22,802	23,486	24,191	24,917
Head Cook	3	21,184	22,031	22,692	23,373	24,074

[^]Level 1 – Hired prior to 1996

Level 2 – Hired in years 1997-2003

Level 3 – Hired in year 2004, current and future

Part-Time Cafeteria Unit*

		2005-06	2006-07	2007-08	2008-09	2009-10
	Level	5%	4%	3%	3%	3%
Food Service Worker	1	9.04	9.40	9.68	9.97	10.27
Food Service Worker	2	9.30	9.68	9.97	10.26	10.57
Food Service Worker	3	9.57	9.95	10.25	10.55	10.87
Food Service Worker	4	10.01	10.41	10.72	11.04	11.37
Food Service Worker	5	11.77	12.24	12.61	12.99	13.38

*Level 1 – Hired in year 2004, current and future

Level 2 – Hired in years 2002 and 2003

Level 3 – Hired in years 1997–2001

Level 4 - Hired in years 1990-1996

Level 5 - Hired prior to 1990

**Cafeteria Unit
Minimum Starting Salaries**

Title	2006-06	2006-07	2007-08	2008-09	2009-10
Head Cook	20,500	20,500	21,225	21,225	21,968
Ass't Head Cook	19,500	19,500	20,180	20,180	20,886

**Part-Time Cafeteria Unit
Minimum Starting Salaries**

	2005-06	2006-07	2007-08	2008-09	2009-10
Food Service Worker	8.75	8.90	9.15	9.25	9.50