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**Contract Database Metadata Elements**

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Union: **Harborfields Food Service Workers Unit, United Public Service Employees Union (UPSEU)**

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AGREEMENT

between the

HARBORFIELDS CENTRAL SCHOOL DISTRICT

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

Food Service Workers

July 1, 2013 – June 30, 2016

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AGREEMENT made and entered into this 9<sup>TH</sup> day of Nov, 2013, by and between the HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN, Greenlawn, New York (hereinafter termed the "District"), and the undersigned UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020 (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 permanent full and part-time employees in the following categories: Cook, Baker and Food Service Worker, excluding the Food Service Director, Cook Managers, Temporary and Casual employees.

**ARTICLE II – DUES DEDUCTIONS AND AGENCY FEE**

**A. Dues**

- 1. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Union.
- 2. Deductions referred to above shall be made in the following manner:
  - a. The Union shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.
  - b. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.
  - c. No later than thirty (30) days prior to the second scheduled pay date in October, the Union shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.
    - (i) Additional authorizations submitted after the schedule set forth in paragraph 2(c) above, shall be honored and become effective on

the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2(b).

- d. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Union.
- e. An employee may withdraw his/her authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay day next following the passage of thirty (30) days from the District's receipt of that notice.

**B. Agency Fee**

- 1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collective negotiations; provided, however, that such employee shall have available to him/her membership in the Union.
  - 2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment.
  - 3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.
  - 4. The Union will adopt a refund procedure consistent with law.
- C. If earnings are insufficient to cover dues or the agency fee, payment for such dues / agency fee shall be made by the employee directly to the Union.
- D. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, losses, expenses, damages, or other forms of liability, including but not limited to attorneys fees, that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

**ARTICLE III – EMPLOYMENT PROBATION AND SECURITY**

- A. The probationary period for all new employees shall be six (6) months of continuous service computed from the first day of employment.

- B. There shall be no discharge except for just cause after the probationary period; provided, however, that those employees who qualify for the protections of Section 75 of the Civil Service Law shall be subject exclusively to the protection of that law, and may not invoke the arbitration provision of this agreement in addition.

#### ARTICLE IV – WAGES AND OTHER COMPENSATION

- A. The wages for the term of this Agreement are set forth in Schedule “A” of this Agreement. The Schedule is based on the following across-the-board increases in wages:

Effective July 1, 2013: 1.25% + a flat dollar stipend (not in base) as follows: \$150 for those unit members who work 4 or more hours per day; \$100 for those unit members who work less than 4 hours per day

Effective July 1, 2014: 1.25% + a flat dollar stipend (not in base) as follows: \$150 for those unit members who work 4 or more hours per day; \$100 for those unit members who work less than 4 hours per day

Effective July 1, 2015: 1.25% + a flat dollar stipend (not in base) as follows: \$150 for those unit members who work 4 or more hours per day; \$100 for those unit members who work less than 4 hours per day

The aforementioned flat dollar stipends shall be paid as follows:

- An employee hired prior to October 1<sup>st</sup> of a given school year shall receive the flat dollar stipend in his/her first paycheck in December of that school-year.
- Any employees hired on or after October 1st of a given school-year shall not be eligible for the flat dollar stipend that school year.

Schedules B-1 and B-2 shall be increased by the above percentages (exclusive of the flat dollar stipends).

- B. Bargaining unit employees shall be eligible to receive longevity increases, as shown in Schedule “A”, upon recommendation of the Superintendent and approval of the Board. Longevity is not part of base salary.

#### ARTICLE V – WORKWEEK AND OVERTIME

- A. The employees’ workweek and workdays shall be Monday through Friday on those days in which school is in session and cafeteria services required, except for a day preceding the opening of the school year for food service preparation (which may precede Labor

Day), for Superintendent's Conference Days, and up to two (2) clean-up days, all such additional days at the District's discretion. Each of these exceptions will require the payment of a minimum of four (4) hours pay. Any change in regular hours shall be accompanied by a new salary agreement.

- B. Employees who will be absent from work are required to call in no later than one (1) hour before the start of their shift, or 7:00 a.m., whichever is later, on each day of their anticipated absence. The work location must be called, in addition to the Cafeteria Manager's office. The District will ensure that there is a phone with voicemail at each location.
- C. All overtime work shall be paid at the rate of time and one-half. All overtime shall be computed on a daily and weekly basis, and is defined as work in excess of eight (8) hours in any one day and forty (40) hours in any one week.
- D. All overtime shall be rotated on a non-discriminatory basis within each building and job classification or the department/craft within each building, provided, however, that the employee is qualified to perform such work.
- E. All overtime will be paid in the next subsequent pay period where possible.
- F. There shall be no pyramiding of overtime.
- G. Overtime is payable only when the work has been authorized by the District. The District does not guarantee that there shall be any overtime work.
- H. Snow Days: Unit members shall be paid on those days when school is closed for students due to snow.

#### ARTICLE VI – SICK DAYS AND PERSONAL LEAVE

- A. Sick Days: Each unit member shall receive three (3) sick days each school year. To the extent not used, sick leave credit shall be cumulative from year to year and shall be prorated for employees hired after January 1<sup>st</sup> to the nearest ½ unit. Upon request, employees who are absent for three (3) or more consecutive days may be required to provide Administration with a note from the employee's doctor.
- B. Personal Days: Each Unit member shall receive two (2) personal days each school year. Unused personal days may be added to sick days for the succeeding school year. Personal days are for personal business that cannot be accomplished during the work day. Personal days must be approved in advance by the immediate supervisor and cannot be used to extend a holiday or vacation period.

#### ARTICLE VII – SPECIAL EVENTS

- A. The District will seek volunteers within the unit to work special events beyond or after the regular workday before assigning such work to non-volunteers.
- B. Employees required to work special events not requiring a second trip to the District shall be guaranteed two (2) hours pay.
- C. Employees called back to work during the week but outside of their regular workday, which call-back requires a second trip to the District, and employees called back to work for a special function on a weekend (Saturday/Sunday) shall be paid at the rates specified in Schedules B-1 and B-2 respectively, with a minimum of two (2) hours guaranteed.

### ARTICLE VIII – LEAVES OF ABSENCE

After three (3) years of continuous employment at more than twenty (20) hours per week, employees may, after formal request, be granted an unpaid leave of absence for one (1) year.

All requests are to be submitted in writing at least sixty (60) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration dates of any approved leave of absence shall be fixed by the Board of Education.

### ARTICLE IX – EMPLOYEE BENEFITS

#### A. Insurance

- 1. The District will provide all unit members with a fully paid life insurance policy in the sum of twenty-five thousand dollars (\$25,000.00). Unit employees shall have the option to purchase additional group life insurance of \$15,000.00; provided, however, that such purchase shall be subject to all prerequisites, rules and regulations of the District's insurance carrier.
- 2. The District shall pay health insurance premiums to the New York State Empire Plan on behalf of those employees who are regularly scheduled to work thirty (30) hours a week or more, in the following amounts:

50% of premium for individual coverage

35% of premium for dependent coverage

#### B. Coffee Breaks

All employees shall be entitled to one (1) 10-minute coffee break during the course of the workday, provided the break does not interfere with service. Whenever practicable, the coffee break shall be allowed to run fifteen (15) minutes.



C. Personal Vehicles

Any employee required to use his/her own personal vehicle in the performance of his/her duties shall be reimbursed for same at the then current rate set by the Board of Education.

D. Uniform Allowance

Effective July 1, 2010, the District will provide a uniform allowance of \$350 per year. When uniform allowance checks are issued they will be accompanied by text indicating that if the recipient fails for whatever reason to complete the full school year, an adjustment will be made in the employee's final check deducting a pro-rated amount for the unearned portion of the allowance, calculated at the rate of 1/10<sup>th</sup> (\$35) per full month unearned. Employees shall be required to be in uniform each day. The employee will provide black pants, white shirts and black or white footwear. The District will provide aprons and hats or visors.

E. First Aid Kits

The District shall maintain, readily accessible, a complete first-aid kit in each school cafeteria.

F. The District will make available to those members of the unit who so choose payroll deductions for direct deposit into the Teachers Federal Credit Union.

**ARTICLE X – CLASSIFICATION, SENIORITY, PROMOTIONS AND TRANSFERS**

A. Classifications

The job classifications are as listed in Schedule "A" of this Agreement.

B. Seniority

1. District-wide seniority shall be measured from the date of an employee's first appointment as a probationary employee in the cafeteria program.
2. Classification seniority shall be measured from the date of an employee's first appointment in a particular cafeteria classification.
3. No employee shall have less seniority in the classification in which he/she was originally hired than his/her total District-wide seniority.
4. If layoffs become necessary, the District shall lay off within job classification in accordance with the principles of seniority, provided the retained employee can efficiently perform the required work. For that purpose of reduction in force,

seniority shall be classification-wide. Employees having less classification seniority in a classification to be laid off than their total District-wide seniority may bump back into their classification of higher seniority in the event they would otherwise be laid off.

5. When recalls occur, employees will be recalled in the inverse order in which they were laid off by the District sending a written notice to the employee by registered or certified mail, return receipt requested, requesting him/her to return to work. An employee shall be deemed to have waived his/her right to return to work unless he/she notified the District within one (1) week of his/her intention to return and reports for work within two (2) weeks.
6. No new employees may be hired until all permanent employees laid off within the past year have been recalled pursuant to the above.

C. Transfers

1. Except for emergencies, a non-probationary employee shall not be permanently involuntarily transferred from one building to another without prior notification to, and discussion with, the Union.
2. No such permanent transfers will be made for disciplinary purposes without the right of a meeting with the Assistant Superintendent for Human Resources or his/her designee within five (5) school days after a written request which shall be submitted immediately. Pending said meeting, any such transfer shall be deemed to be temporary.

D. Classification Changes

Should the District contemplate any change in classifications, such action shall not become final without prior notice and discussion with the Union.

E. Promotions

1. All job openings, and promotions within the unit shall be posted and all non-probationary employees in the District shall have the opportunity to apply for same. The District shall offer said openings and promotions to non-probationary employees who have applied for them on the basis of ability, qualifications to perform the job efficiently, and seniority. No persons outside the District may be considered for said openings and promotions until all non-probationary unit employees applying for same have been considered. Whether or not non-probationary unit employees have been considered may be processed through the grievance procedure, the sole question being whether the District's action was arbitrary and capricious.
2. For the purpose of promotions, in accordance with the above, seniority shall be

computed on a classification-wide basis. Applications will be considered in accordance with the above by classification in descending order.

3. Any employee promoted shall receive the contract rate for the classification to which he or she is promoted. A promoted employee shall serve a six (6) month probationary period upon his/her promotion, and shall be returned to his or her prior position if performance is unsatisfactory during the probationary period.

F. Higher Paid Classifications

Any employee assigned to assume the full job duties and responsibilities of a higher paid classification shall be paid as follows:

1. Those individuals taking over the duties of a higher level position will be paid from the first full day in the higher position at the base salary rate of the higher position.
2. Where employees are regularly assigned to higher classification work for a part of the day they will be paid the appropriate rate for the hours worked.
3. Training time: Employees being trained for higher classification work shall be paid their regular rate for a training period of twenty (20) working days; thereafter at the higher rate.

**ARTICLE XI – MANAGEMENT RIGHTS**

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 after the probationary period.

**ARTICLE XII – UNION RIGHTS AND PRIVILEGES**

A. Visitation

1. The Union, through its representatives, shall have the right to visit the working areas of the schools in the District where employees covered by this Agreement are assigned during normal working hours of such employees; however, there shall be no interruption of service.
2. The Union shall, prior to visiting the District, notify the Assistant Superintendent for Human Resources and advise him/her of the building he/she will be visiting.

3. Normal visiting procedure in school buildings will be observed.

**B. Shop Stewards**

1. There shall be one (1) Shop Steward for the Union.

2. The Union shall furnish the name of the Shop Steward to the District.

**C. Union Meetings**

The District shall, upon written application on forms provided by the District, provide space within the schools for Union meetings at times which will cause no disruption to District operations, in accordance with School District regulations and on approval by the Assistant Superintendent for Human Resources, which shall not be unreasonably withheld.

**D. Bulletin Boards**

The District shall provide bulletin boards in each school for the use of the Union.

**ARTICLE XIII – GENERAL CLAUSES**

**A. No Discrimination**

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

**B. Emergency School Closing**

If a school is closed for an emergency or due to snow or other weather-related conditions, employees who have reported to work will be paid their normal hours, provided that it is understood and agreed that the District may reassign said employees to another school.

If an employee reports to work on a scheduled workday, and the employee's school is later closed due to snow or any other reason, the employee will be paid through the end of his/her shift.

**C. 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.

**D. Physical Examinations**

Each employee shall receive a complete physical examination by a District-designated physician in accordance with the following schedule:

1. Prior to initial date of employment.
2. Each year prior to the opening of school.
3. At such other times as the District, in its discretion, may require.

#### ARTICLE XIV – GRIEVANCE PROCEDURE

A. A grievance is a claim by an employee that this Agreement has been violated or misapplied with respect to him or her.

B. Step 1 – Informal

Any grievance under this Agreement between employee(s) and the District shall be submitted in the first instance to the employee's Cook Manager or to the District's Food Service Director. The grievance must be submitted within ten (10) working days of the event which causes the employee(s) to grieve; or within two (2) calendar weeks if it occurs within ten (10) workdays prior to the end of the school year.

The Cook Manager or Food Service Director shall respond within five (5) workdays of receipt of the grievance.

Step 2

In the event the grievance is not satisfactorily adjusted at Step 1, it may be submitted, in writing, to the Building Principal within five (5) working days from the date of the employee's receipt of the answer. The written grievance shall be signed by the employee(s) who claims to have been injured by the grievance in his/her own name, and by the Union, and shall state the provision of the Agreement claimed to be violated. The Building Principal shall respond in writing within five (5) working days of its receipt.

Step 3

In the event the grievance is not satisfactorily adjusted at Step 2, the Union may, within five (5) working days from the date of the employee's receipt of the answer, submit a written appeal to the Superintendent or his/her designee, who shall respond in writing within five (5) working days of its receipt.

Step 4

In the event that the grievance is not satisfactorily adjusted at Step 3, the Union may

submit same to arbitration in accordance with the following provisions:

- 1) The arbitrator shall have no jurisdiction to consider: (a) any question not directly related to the interpretation of explicit provision(s) of the Agreement; and (b) any grievance which was not submitted to arbitration within thirty (30) working days of the written grievance.
- 2) The arbitrator shall be selected from a list supplied by the Public Employment Relations Board (PERB) according to PERB's rules. He/she shall strictly conform to the provisions of this Agreement, shall decide only the grievance adjudicated, and shall not render any decision modifying, amending or adding to the Agreement. His/her decision shall be advisory only.

#### **ARTICLE XV – TERM OF AGREEMENT**

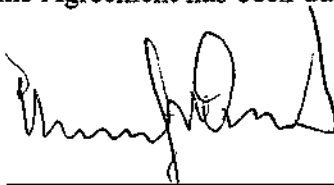
The term of this Agreement shall be three (3) years commencing July 1, 2013 through June 30, 2016. The parties agree to meet on or about February 15, 2016 to commence negotiations for the terms and conditions of the Contract to be effective July 1, 2016.

#### **ARTICLE XVI – TAYLOR LAW NOTICE**


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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first written above.


11/13/13  
Date

  
\_\_\_\_\_  
Thomas McDonagh  
President, Board of Education  
Harborfields Central School District

11/13/13  
Date

  
\_\_\_\_\_  
Diana Todaro  
Superintendent of Schools  
Harborfields Central School District

11.13.13  
Date

  
\_\_\_\_\_  
Margaret Lombardo  
President  
Food Service Workers Unit

Nov 8, 2013  
Date

  
\_\_\_\_\_  
Kevin Boyle  
President  
United Public Service Employees Union

11/8/13  
Date

  
\_\_\_\_\_  
Ron Cleary  
Labor Relations Specialist  
United Public Service Employees Union

**Schedule "A"**

**UPSEU Food Service Workers**

| <b>Classification and Rates</b>                                   |         |         |         |  |
|---|---------|---------|---------|--|
| <b>Year</b>   | 2013-14 | 2014-15 | 2015-16 |  |
|   | 1.25%   | 1.25%   | 1.25%   |  |
| Baker   | \$17.52 | \$17.74 | \$17.96 |  |
| Cook  | \$17.65 | \$17.87 | \$18.09 |  |
| Food Service Worker hired on or after 11/1/95<br>(with < 4 years) | \$12.78 | \$12.94 | \$13.10 |  |
| Food Service Worker hired on or after 11/1/95<br>(with < 5 years) | \$13.78 | \$13.95 | \$14.12 |  |
| Food Service Worker hired on or after 11/1/95<br>(with 5 + years) | \$14.97 | \$15.16 | \$15.35 |  |

A Food Service Worker employee must complete four (4) full years to move to the second level of pay, e.g., if a Food Service Worker begins employment on 9/15/2007, he/she does not move to the next level of pay (< 5 years) until 9/1/2012.

**Longevity\***

Bargaining unit employees shall be eligible to receive longevity increases as follows, upon recommendation of the Superintendent and approval by the Board of Education.

These values are total and not cumulative, i.e. they represent the total longevity payment for the length of service indicated

After 10 full years of service:           \$0.90 per hour not added to base

After 15 full years of service:         \$1.45 per hour not added to base

After 20 full years of service:         \$2.00 per hour not added to base

\* Longevity payment is not part of base salary



**Schedule "B-1"**

**SPECIAL FUNCTION RATES PER HOUR**

Any employee called back to work for a special function during the week but outside of their regular work day, which call-back requires a second trip to the District, shall be paid at the following rates for all work performed within the classification.

| <b>Classification and Rates</b>                                |         |         |         |  |
|--|---------|---------|---------|--|
| <b>Year</b>  | 2013-14 | 2014-15 | 2015-16 |  |
|  | 1.25%   | 1.25%   | 1.25%   |  |
| Food Service Worker hired on or before 10/31/95                | \$16.89 | \$17.10 | \$17.31 |  |
| Baker  | \$19.73 | \$19.98 | \$20.23 |  |
| Cook   | \$19.88 | \$20.13 | \$20.38 |  |
| Food Service Worker hired on or after 11/1/95 (with < 4 years) | \$14.41 | \$14.59 | \$14.77 |  |
| Food Service Worker hired on or after 11/1/95 (with < 5 years) | \$15.54 | \$15.73 | \$15.93 |  |
| Food Service Worker hired on or after 11/1/95 (with 5 + years) | \$16.89 | \$17.10 | \$17.31 |  |

**Schedule "B-2"**

**SPECIAL FUNCTION RATES PER HOUR**

Any employee called back to work for a special function on a weekend (Saturday / Sunday) shall be paid at the following rates for all work performed within the classification.

| <b>Classification and Rates</b>                                |         |         |         |  |
|--|---------|---------|---------|--|
| <b>Year</b>  | 2013-14 | 2014-15 | 2015-16 |  |
|  | 1.25%   | 1.25%   | 1.25%   |  |
| Food Service Worker hired on or before 10/31/95                | \$20.27 | \$20.52 | \$20.78 |  |
| Baker  | \$23.67 | \$23.97 | \$24.27 |  |
| Cook   | \$23.86 | \$24.16 | \$24.46 |  |
| Food Service Worker hired on or after 11/1/95 (with < 4 years) | \$17.28 | \$17.50 | \$17.72 |  |
| Food Service Worker hired on or after 11/1/95 (with < 5 years) | \$18.65 | \$18.88 | \$19.12 |  |
| Food Service Worker hired on or after 11/1/95 (with 5 + years) | \$20.27 | \$20.52 | \$20.78 |  |