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AGREEMENT

Between

**THE FLORAL PARK-BELLEROSE
UNION FREE SCHOOL DISTRICT**

AND

**THE FLORAL PARK-BELLEROSE
SCHOOL DISTRICT CAFETERIA UNIT**

**CONSOLIDATED COMMERCIAL WORKERS OF AMERICA
LOCAL 528, affiliated with NOITU-IUJAT**

July 1, 2015– June 30, 2018

This agreement is made and entered into between the Floral Park-Bellerose Union Free School District, Nassau County, New York (hereinafter referred to as "the District") and the Floral Park-Bellerose Cafeteria Unit, Consolidated Commercial Workers of America, Local 528, affiliated with NOITU-IUJAT (hereinafter referred to as "the Union").

Article I - Recognition

The District recognizes the Union as the sole and exclusive representative during the period of this agreement for all full-time and regular part-time Cooks, Food Service Workers and Cafeteria School Monitors ("covered employees"). This unit excludes all other District employees.

Article II - Procedures

Procedures are to be as follows:

- A. If no challenge exists, the same bargaining agent will be empowered to negotiate the next contract provided that more than 50% of covered employees continue as active members of the Union.
- B. Upon the written request of either party, a mutually acceptable meeting date will be arranged as soon as is practicable. A request for a meeting to open negotiations will be made after January 15 of the year the agreement expires. The second meeting and all necessary subsequent meetings will be scheduled at mutually agreed times.
- C. Any negotiated agreement will apply to all of the employees and will be reduced to writing and signed by the District and the Union.
- D. The District agrees not to negotiate with groups of covered employees other than the Union for the duration of this agreement.
- E. Neither the Union nor any employee represented by it will strike against the District, assist or participate in any strike, or impose an obligation to conduct, assist or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown by the employees or Union.

Article III - Dues Deduction

During the time that the Consolidated Commercial Workers of America, Local 528 is recognized as the representative of the cafeteria personnel, as provided in Article I, the District will deduct from the salaries of its employees Union dues upon presentation to the District of individual written authorizations, which will be in effect until revoked in writing by the employee. The deductions will be made in accordance with the payroll dates commencing with the first pay period in September. The dues deduction authorization form will be prepared and distributed by the Union and will contain a clause that the employee waives all rights and claims for the monies deducted and transmitted and relieves the District or any of its officers from any liability. The District

will transmit the collected monies within 30 days of the installment dates to an officer and at a place designated by the Union in writing. Any authorizations presently on file with the District will be revoked upon the presentation to the District of the dues deduction forms, properly executed by the employee, and the most recent form will be deemed the authorization of the employee.

The District will deduct from the salary of any employee who is included in the unit as described in Article I but who is not a member of the Union, an agency fee in an amount determined by the Union and consistent with the law. The District will transmit the collected money to the Union.

The Union agrees to indemnify and hold the District and its Board of Education harmless from any loss or expense including, but not limited to, attorneys' fees, arising from any action or claims in connection with the implementation of the Agency Shop Law (Civil Service Law, Section 208(3)(b)) pursuant to this agreement. The indemnification will include, but is not limited to, losses arising from a determination that the Agency Shop Law is unconstitutional, and from claims of employees alleging unlawful deductions from salaries under this agreement and losses incurred in the event that the Union's refund procedure is challenged.

In the event that any non-member of the Union questions the right of the Union regarding the expenditure of his/her portion of any part of an agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures of the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment, the objection will be made, if at all, by the objector individually notifying the Union President and Treasurer of his/her objection by registered or certified mail, during the period between September 1-15 of each year, for agency fee monies deducted in the prior year, in accordance with the provisions of Section (3)(b) of Section 208 of the Civil Service Law, as amended.

Article IV - Job Titles and Duties

COOK

He/she prepares meals, cleans equipment and performs other related duties. When called upon, the Cook may perform managerial duties.

ASSISTANT COOK

He/she assists the Cook by preparing meals, cleaning equipment and performing other related duties. When called upon, the Assistant Cook may perform managerial duties.

FOOD SERVICE HELPER

He/she makes sandwiches, desserts, salads, etc.; sets up counter, serves, cleans, washes dishes and performs other related duties. The Food Service Helper also takes

cash during lunch periods. These duties may be divided among multiple Food Service Helpers.

CAFETERIA MONITORS

Cafeteria monitors are responsible for supervision of students during the lunch periods.

Article V - Working Conditions

Section 1

The work day for each title will be set by the District.

Section 2

Recruitment and Appointment – Employees will be selected, retained and promoted on the basis of fitness, merit and efficiency. The District is an equal opportunity employer.

Section 3

A. It will be the duty of all personnel to see that working conditions are safe from unnecessary hazards. Hazardous conditions should be reported to the Building Principal.

B. It will be the duty of all personnel to perform their assigned duties to the complete satisfaction of their supervisors.

Section 4

Relationship with Instructional Staff and Students – Covered employees are considered to be co-workers with the instructional staff in the task of providing the best possible learning environment for the students in the schools.

Section 5

All employees new to the District and appointed by the Board of Education may be granted credit for prior related work experience as designated by the Board of Education.

Section 6

Employees will give their Building Principal as much advance notice as practicable in the event that they must be absent from work or will be late in reporting to work. Failure to do so may result in disciplinary action, up to and including termination.

Section 7

Every employee will have the right to present his/her grievances in accordance with the procedures set forth in this agreement.

Section 8

A covered employee who wishes to terminate his/her service to the District at any time will file a written notice stating this intention with the Superintendent of Schools at least two weeks prior to the date desired for the termination of service.

Section 9

Uniforms – All Cooks, Assistant Cooks and Food Service Helpers will wear visors, shirts and aprons as designated and provided by the District. All Monitors will also wear shirts as designated and provided by the District. Upon hire, the District will provide each employee with three shirts. By no later than September 30 of each school year, the District will provide each employee with three additional shirts.

Article VI - Salary

See attached Appendix "A."

Effective July 1, 2015, the hourly salaries set forth in the 2014-2015 salary schedule will be increased by \$0.25 per hour and the "Cooks" salary will be increased to \$21,715 as set forth in the annexed Appendix "A." Effective July 1, 2016, the hourly salaries set forth in the 2015-2016 salary schedule will be increased by \$0.30 per hour and the "Cooks" salary will be increased to \$22,075 as set forth in the annexed Appendix "A." Effective July 1, 2017, the hourly salaries set forth in the 2016-2017 salary schedule will be increased by \$0.25 per hour and the "Cooks" salary will be increased to \$22,375 as set forth in the annexed Appendix "A."

Article VII - Protection of Employees

Section 1

Seniority will be based on the date of commencement of employment in the District.

Section 2

Employees will, at the discretion of the District, sign in and out in the main office of the building in which they work.

Article VIII - Health Insurance

Full-time Cooks defined as a Cook regularly scheduled to work 32.5 hours or more per week, will be entitled to participate in the District's health insurance plan. Full-

time Cooks will contribute 15% of the health insurance premium. Employees first hired or first assigned to the position of full-time Cook on or after July 1, 2009 will not be entitled to health insurance during employment or retirement.

Full-time Cooks who are eligible to participate in the District's health insurance plan at the time of retirement will follow the 100/50 plan and pay 40% of the health insurance premium for individual coverage during retirement.

The District has adopted an IRC Section 125 plan that includes and is limited to contributions toward health insurance premiums.

Article IX - Absence Without Loss of Pay

Section 1

Employees will be entitled to a total of eight days' Sick/Personal Leave per year, with unlimited accumulation, for purposes of Sick Leave and/or Personal Leave, or the serious illness of the employee's spouse, children or parents, providing the spouse, children or parents are dependents of the employee or dependent upon him/her, or used for business purposes as defined in sub-paragraph "D." Employees may convert up to two (effective November 9, 2015, four) unused days per year for a cash payment.

Section 2

A physician's note will be required for any sick leave of three or more consecutive days, and a doctor's note indicating fitness to return to duty will be required as well.

Section 3

Regularly employed hourly workers will be allowed ten paid holidays. These days will be annually determined by the District.

Section 4

Each employee will be entitled, if needed, to Personal or Business days, being defined as follows:

A. Legal Matters

House closings; income tax hearing, adoption proceedings; and court appearances.

B. Ceremonies

Graduation of employee, spouse or child from high school or college; day of wedding ceremony; Confirmation.

C. Education

Required educational examinations; required visits by parents to colleges.

D. Religious Observances

Religious holiday observances of the employee's particular faith not provided for in the regular school calendar.

E. Funerals

Attendance at funeral services of a person, the nature of whose prior relationship to the employee warrants attendance.

F. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

Except in the case of extenuating circumstances and where possible, at least one day's notice will be given prior to taking personal leave. All personal leave must be approved by the Superintendent of Schools.

Article X - Bereavement Leave

Effective July 1, 2015, employees will be eligible for up to three days per year, with pay, for each death in the family (*i.e.*, parent, husband, wife, sister, brother, child, mother-in-law, father-in-law, grandparents, or any other permanent member of the employee's household).

Article XI - Cafeteria Monitor Coordinator

Effective with the 2015-2016 school year, the District may, by written designation, assign an employee to serve as the Cafeteria Monitor Coordinator. The Coordinator's duties will be determined by the District in its non-reviewable discretion. The designated employee will receive an annual stipend of \$1,200, minus applicable taxes and withholdings, to be paid on a biweekly basis for the time when he/she is designated as the Coordinator.

Upon the written request of either party received no later than January 31, 2016, the Cafeteria Monitor Coordinator contract provision will be reopened. A mutually acceptable meeting date will be arranged as soon as is practicable. Should the parties be unable to reach an agreement, the Cafeteria Monitor Coordinator contract provision will remain unchanged during the remainder of the 2015-2018 Agreement.

Article XII - 403(b) Plan

Effective November 9, 2015, employees will be permitted to participate in the District's Section 403(b) tax sheltered annuity plan ("403(b) plan"). An employee

utilizing this 403(b) plan must first execute an indemnification agreement prepared by the District pursuant to which the employee will indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively, "employees") harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with this provision and State law, except any actions that may arise out of criminal and/or tortious acts or omissions on the part of the District or its employees that are not attributable to an act or omission by the employee or the employee's agents.

Article XIII - Grievance Procedure

Section 1

In order to continue harmonious and cooperative relationships between the District and its employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between employees and the District through procedures pursuant to which employees may present grievances free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure will be liberally construed for the accomplishment of this purpose. The grievance will be filed within 20 days of occurrence.

Section 2

Definitions – As used herein, the following terms will have the following meanings:

- (a) "Employer" will mean the school district.
- (b) "Employee" will mean any employee covered by this agreement.
- (c) "Supervisor" will mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.
- (d) "Grievance" will be defined as a violation of an explicit provision of this Agreement.

Section 3

Basic Standards and Principles

(a) Every employee will have the right to present his/her grievance to his/her employer in accordance with the provisions of this article free from coercion, interference, restraint, discrimination or reprisal.

(b) It will be a fundamental responsibility of Supervisors at all levels, commensurate with the authority delegated to them by their superiors, to promptly consider and take appropriate action upon grievances presented to them by employees

under their supervision. To the extent practicable, appropriate authority will be delegated to the Supervisors to enable them to carry out the purpose of this article.

(c) The employee has a right to representation by an officer of the Union at all stages of the grievance procedure.

Section 4

Grievances – Procedural Requirements – Appeals

(a) The first procedural stage will consist of the employee's presentation of the grievance to the Building Principal. The discussion and resolution of grievances at the first stage will be an oral and informal basis. If the grievance is not satisfactorily resolved at the first stage within five working days of the presentation of the grievance, the employee may proceed to the second stage. In the event it becomes necessary to carry the grievance to the next immediate Supervisor, the procedures will remain informal.

(b) The second procedural stage will be instituted by the employee within five working days of the completion of the first procedural stage. It will consist of a request by the aggrieved employee for a review and determination of his grievance by the Superintendent. In this case the aggrieved employee and the immediate Supervisor or Supervisors will submit to the Superintendent a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Superintendent will, at the request of the employee, hold an informal hearing within 10 working days, at which the employee may appear and present oral and written statements or arguments. The final determination of the second stage of the grievance proceeding will be made by the Superintendent in writing within 10 working days after the completion of the presentation of the grievance. If the grievance is not satisfactorily resolved at the second stage, the employee may proceed to the third stage.

(c) The third procedural stage will be instituted by the employee within 10 working days of the completion of the second procedural stage. It will consist of a written request by the aggrieved employee for a review and determination of his/her grievance by the Board of Education. In this case, the aggrieved employee and the Superintendent will submit within 10 working days written statements setting forth the specific nature of the facts relating thereto. Thereupon, the Board of Education will hold a hearing.

1. The hearing may be conducted by any member of the Board designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at the hearing, the member or members conducting the hearing will render a report to the full Board and the full Board will make its report.

2. The report of the Board will contain a statement of the Board's findings of fact and conclusions. The Board will send a copy of its report to each employee involved, the representatives, if any, the immediate Supervisor and the Superintendent.

3. The Board's decision will be made not later than the second regular monthly Board meeting after receipt of appeal and will be final and binding.

(d) The Union will be notified of all steps taken on an employee's grievance in the event an employee states a desire to be represented by the Union.

(e) Grievances raised by the District will be processed, insofar as is practicable, in accordance with the aforementioned procedure. Effective November 9, 2015, this paragraph will be deleted.

Article X - Union Business

Section 1

Permission may be granted for the use of District facilities for meetings at the District's discretion. Permission may be withdrawn at the District's discretion.

Section 2

The Union may request the use of designated school mailboxes for the purpose of distributing its material. The Union will indemnify and hold the District harmless for any and all damages due to postings/use of the District's mail service and mailboxes by the Union or its members.

Section 3

Union business will not in any way interfere with the regular duties of any employee or take place during any employee's working hours.

Section 4

The Union may designate one Union Representative per building for the Unit. The Employer will recognize an employee as Union Representative if it receives written notice of his/her selection or designation by the Union. Neither the Union Representative nor any committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slow-down or stoppage or order the discharge of any employee.

Section 5

Space on one bulletin board will be reserved in each building for use by the Union for the purpose of posting informational material for the unit. The size and location of the space will be determined by the Superintendent of Schools or his/her designee, in consultation with the Union President. The Union will indemnify and hold the District harmless for any and all damages due to postings/use of the District's mail service and mailboxes by the Union or its members.

Article XI - 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.

Article XII - Mutuality of Obligation

Section 1

In the event that any provision of this agreement is, or will at any time be, contrary to law, all other provisions of this agreement will continue in effect.

Article XIII - Duration

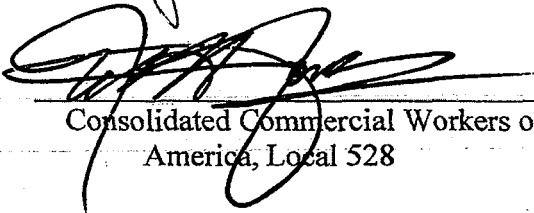
The provisions of this agreement will be effective as of July 1, 2015 and will remain in full force and effect until June 30, 2018.

This contract will not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2 day of December 2015.



Superintendent of Schools



Consolidated Commercial Workers of
America, Local 528

**Floral Park-Bellerose School District
Cafeteria Unit
Appendix A - Salary Schedule**

7/1/14 - 6/30/15		7/1/15 - 6/30/16		7/1/16 - 6/30/17		7/1/17 - 6/30/18					
Assistant Cook	Food Service Helpers & Cafeteria Monitors	Assistant Cook	Food Service Helpers & Cafeteria Monitors	Assistant Cook	Food Service Helpers & Cafeteria Monitors	Assistant Cook	Food Service Helpers & Cafeteria Monitors				
1	\$16.15	\$10.25	1	\$16.40	\$10.50	1	\$16.70	\$10.80	1	\$16.95	\$11.05
2	\$17.70	\$10.70	2	\$17.95	\$10.95	2	\$18.25	\$11.25	2	\$18.50	\$11.50
3		\$11.10	3		\$11.35	3		\$11.65	3		\$11.90
4		\$12.65	4		\$12.90	4		\$13.20	4		\$13.45
COOK SALARY		\$21,415	COOK SALARY		\$21,715	COOK SALARY		\$22,075	COOK SALARY		\$22,375
Monitor Coordinator Stipend				\$1,200		\$1,225		\$1,245			
Geni Macaluso		\$14.20	Geni Macaluso		\$14.45	Geni Macaluso		\$14.75	Geni Macaluso		\$15.00