

AGREEMENT

-between-

BOARD OF EDUCATION OF

NORTH SHORE CENTRAL SCHOOL DISTRICT

-and-

UNITED PUBLIC SERVICE EMPLOYEES UNION

(CAFETERIA UNIT)

July 1, 2008 – June 30, 2012

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AGREEMENT made this 7 day of January, 2009, by and between the BOARD OF EDUCATION OF NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

WITNESSETH

ARTICLE I. RECOGNITION

A. The District hereby recognizes the Union as the exclusive representative of all full-time cooks, part-time cooks, assistant cooks and food service workers, excluding all other employees (as set forth in the January 22, 1993 Decision of the Director of the New York Public Employment Relations Board), for the purpose of negotiating collectively and in the administering of all grievances arising under the terms of this Agreement and for the purpose of entering into written agreements in determining such terms and conditions of employment.

B. The Union shall be entitled to unchallenged representation status for the maximum period permissible by law.

C. The District shall deduct regular membership dues from the wages of those unit members who submit duly executed authorization permitting such payroll deductions.

No later than thirty (30) days after the effective date of this Agreement or thirty (30) days after the effective date of employment, whichever is later, each unit member who is not a member of the Union will pay to the Union each month a service charge toward the administration of this Agreement and the representation of such unit member; provided, however, that each unit member will have available to his/her membership in the Union on the same terms and conditions as are available to Union members. The Union shall certify the amount of the service charge to the District. The District shall deduct such fee in the same

manner the membership dues are deducted, provided that the Union certifies to the District that it has established a refund plan pursuant to Civil Service Law §208(3), and the Union complies with all statutory requirements regarding agency fee.

The District shall supply the Union with the names of the new unit members prior to the deduction of any agency fee for those unit members.

The Union shall indemnify the District and any representative of it and hold the District and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the District or any of its representatives for the purpose of complying with provisions of this Agreement and/or state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be members of the Union. In addition, the Union shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

## **ARTICLE II. WAGES**

The wage rates of members of the unit are set forth in Appendix A to this agreement.

## **ARTICLE III. UNIFORMS**

Two sets of uniforms shall be provided to unit members each school year.

## **ARTICLE IV. INSURANCE**

A. Unit members who work at least 17.5 hours per week shall be entitled to receive one of the following benefits:

1. Individual Health Insurance - The District shall provide on behalf of the members of the bargaining unit the same Health and Major Medical insurance Plan as negotiated by the District and North Shore Schools Federated Employees Teachers Unit. The percentage rate of contribution for unit members shall be the same as the percentage rate of contribution required for

teachers. Eligible unit members hired prior to July 1, 2008 shall contribute 16% towards the premium costs for individual health insurance coverage effective July 1, 2008; 17% towards the premium costs for individual health insurance coverage effective July 1, 2009; 18% towards the premium costs for individual health insurance coverage effective July 1, 2010; and 20% towards the premium costs for individual health insurance coverage effective July 1, 2011. All unit members hired on or after July 1, 2008 shall contribute 20% for individual health insurance coverage.

2. Family Health Insurance – (same plan as teachers). Eligible employees shall pay thirty-five (35%) percent of the total cost of the family coverage and the District shall contribute sixty-five (65%) percent towards the total cost. For example, under the current family premium cost of \$15,439, the District would pay \$10,035 and the employee would pay \$5,404.

(Unit employees who are eligible for health insurance coverage outside of the District shall not be eligible for health insurance coverage provided by the District.)

3. Unemployment Insurance from the last day of the school year to the first.

B. Unit members with three or more years of continuous service in the District shall be eligible for enrollment in the New York State Disability Program. Participating employees shall contribute the maximum amount permitted by law.

C. Eligible unit members shall continue to receive health insurance coverage into retirement subject to the following:

1. Eligible unit members shall have completed a minimum of ten (10) years of cumulative service with the District prior to the effective date of his/her retirement;
2. Unit members shall be eligible for said coverage into retirement subject to the rules and regulations of the Health Insurance Plan;
3. The District shall contribute 50% of the premium cost of individual coverage into retirement;

4. The District shall contribute 35% of the premium cost of family coverage into retirement;
5. Unit members must be enrolled in the District Health Insurance Plan as an active employee at the time of retirement in order to continue to receive said coverage into retirement.

D. All unit members shall be eligible to term group life insurance coverage in the amount of \$4,000.

#### **ARTICLE V. UNION BUSINESS**

A. The District shall make available to the Union without charge, space for the conduct of general meetings of the membership and individual committee meetings.

B. No Union Business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

C. A representative of United Public Employees Union may enter the premises for Union business upon prior notice to the Assistant Superintendent for Business. Entry will be after working hours when school is not in session, unless prior approval is given by the Assistant Superintendent for Business.

D. The Union shall have free and unhindered use of school mail service and boxes for the purpose of distributing material to its membership provided such use does not interfere with official use by the District.

#### **ARTICLE VI. EXAMINATIONS**

Unit members shall comply with the District's policy regarding medical examinations.

## ARTICLE VII. GRIEVANCE PROCEDURE

1. Each unit member shall be entitled to a representative of his/her own choice at each step of the grievance procedure.
2. Any disputes arising concerning the interpretation or application of the terms of this Agreement, or the rights claimed to exist thereunder, may be the subject of a grievance and shall be processed and resolved in accordance with the following:
  - A. A grievance shall be presented by the aggrieved unit member to the Director of Food Services, in writing, within ten working days after the alleged grievance arises. Within five working days after receipt of the written grievance, the Director of Food Service shall confer with the aggrieved unit member and his/her representative, if the unit member so desires.
  - B. In the event such grievance is not resolved, in writing, within five working days following such conference with the Director of Food Services, the aggrieved unit member shall present it, in writing, within five working days thereafter to the Assistant Superintendent for Business and Personnel.
  - C. Within five working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten working days after such conference, the grievance shall be presented in writing within ten working days after receipt of the reply to the Superintendent of Schools for settlement. Within five working days after receipt of the written grievance, the

Superintendent of Schools shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses.

D. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten working days after presentation, the grievance shall be presented, in writing, within ten working days after receipt of the reply to the Board of Education for settlement. The decision of the Board of Education shall be final and binding.

#### **ARTICLE VIII. PAID LEAVE**

1. Unit members shall be entitled to nine paid sick leave days per year. For each sick day not used by the unit member by June 30, the District shall pay that unit member the daily amount of his/her wages.

2. The policy of paid sick leave in cases of short-term illness shall be subject to the District's discretion.

3. An employee shall be entitled to up to a maximum of two (2) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate family is defined as the employee's mother, father, brother, sister (or corresponding in-law), spouse child, grandparents or legal guardian.

4. Unit members shall be paid up to 2 days per school year when school is canceled because of inclement weather.

#### **ARTICLE IX. JURY DUTY**

Subject to the requirements of law, employees shall be required to adjourn jury duty to a time when school is not in session.

## **ARTICLE X. SUBCONTRACTING**

The District may continue to contract for cafeteria services.

## **ARTICLE XI. BREAKS**

The District recognizes that those unit employees working five or more hours each day shall receive a ten minute break during the course of the workday, as assigned by the Director of Food Services. Both the Union and the employees, however, recognize that such breaks may not in any way delay the preparation or service of food or otherwise have a detrimental impact on the school lunch program. Such breaks may not be taken on those days it is not feasibly possible to do so, as determined by the Supervisor.

## **ARTICLE XII. MILEAGE REIMBURSEMENT**

Employees using their own personal vehicle for District work shall be reimbursed for mileage at the District rate.

## **ARTICLE XIII. 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, direct and transfer the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to establish, modify and enforce work rules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

## **ARTICLE XIV. ILLEGALITY**

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be

performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

**ARTICLE XV. 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 XVI. JOB POSTINGS**

Job postings of new positions shall be posted in the kitchens in the District.

**ARTICLE XVII. RE-OPENER**

In the event that the New York State Legislature enacts into law a statute establishing “caps” on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation becomes law, then either party may thereupon demand the initiation of re-opener negotiations respecting salary and health insurance.

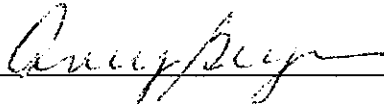
**ARTICLE XVIII. DURATION OF THIS AGREEMENT**

This Agreement shall be effective July 1, 2008, and shall remain in full force and effect to and including June 30, 2012, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, on or before January 15, 2012 or any subsequent January 15<sup>th</sup>, of its desire to make changes herein or to terminate this Agreement.

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

BOARD OF EDUCATION OF  
NORTH SHORE CENTRAL  
SCHOOL DISTRICT

UNITED PUBLIC SERVICE  
EMPLOYEES UNION (Cafeteria Unit)

By: 

By:  KENNETH GIBSON

Dated: 6/4/09

Dated: 5/27/09

**A. Food Service Helpers**

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Step 1	\$11.96	\$12.38	\$12.81	\$13.26
Step 2 *	13.26	13.72	14.20	14.70

\*Employees who commence work with the District on or before December 31 shall move to step 2 in the next school year. Employees commencing work with the District on or after January 1 shall not be eligible for step movement until the second school year thereafter. For example, an employee who first begins working for the District on November 1, 2007 would move to step 2 on July 1, 2008. An employee who first begins working for the District on January 15, 2008 would not move to Step 2 until July 1, 2009.

**B. Cooks**

The salary schedule for cooks is as follows:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Level 1 (Elementary)	\$14.59	\$15.10	\$15.63	\$16.18
Level 2 (Middle School)	\$15.36	\$15.90	\$16.46	\$17.04
Level 3 (High School)	\$16.24	\$16.81	\$17.40	\$18.01

**LONGEVITY**

After seven years of continuous service, unit members shall receive \$350.00 longevity payment. After 12 years of continuous service, unit members shall receive a \$450.00 longevity payment. These payments are not cumulative.