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#### **Contract Database Metadata Elements**

**Title: Farmingdale Union Free School District and Cafeteria Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO (2001)**

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

**Union: Cafeteria Employees Unit, CSEA, AFSCME, AFL-CIO**

**Local: 1000**

**Effective Date: 07/01/01**

**Expiration Date: 06/30/05**

**PERB ID Number: 8082**

**Unit Size: 45**

**Number of Pages: 20**

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**CONTRACT**

JULY 1, 2001 - JUNE 30, 2005

Between

THE CIVIL SERVICE EMPLOYEES ASSOCIATION

CSEA, INC. LOCAL 1000 AFCME AFL-CIO

THE CERTIFIED UNION BY THE FARMINGDALE SCHOOL DISTRICT

CAFETERIA EMPLOYEES

and

THE BOARD OF EDUCATION

of

THE FARMINGDALE UNION FREE SCHOOL DISTRICT

FARMINGDALE, NEW YORK

TOWNS OF OYSTER BY AND BABYLON

COUNTIES OF NASSAU AND SUFFOLK

STATE OF NEW YORK

## ARTICLE I - Recognition

The Farmingdale Union Free School District does hereby recognize the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Cafeteria Employees Unit, as the sole collective bargaining agent representing its full-time and part-time cafeteria employees, exclusive of cafeteria aides and supervisory personnel.

## ARTICLE II - Agency Shop

Section 1 - The School District shall deduct an agency shop fee from the salary and wages paid to each employee in the negotiating unit who has not authorized in writing a deduction of union dues as set forth in Article IV. This agency shop fee shall be an amount equivalent to the dues levied by the Union, and the School District shall transmit such amounts to the Union in the same manner as is set forth in Article IV.

## ARTICLE III - Hiring

Section 1 - Where a vacancy occurs, the School District shall post a written notice of that vacancy in each cafeteria throughout the District. Such notice of vacancy shall remain posted for a period of not less than five (5) work days before the District may make an appointment to fill the vacancy. In filling a vacancy, primary, but not exclusive, consideration will be given to cafeteria staff already holding formal appointments as cafeteria workers with the Farmingdale Public Schools.

Where no currently appointed cafeteria staff member is interested in a posted vacancy, or where the District has not selected any staff member who has indicated an interest, second, but not exclusive nor binding, consideration will be given to those currently serving in per diem or substitute roles as cafeteria workers.

Section 2 - The School District will notify the Union of its intention to post a notice of vacancy prior to posting the notice. The District will consider for employment individuals recommended by the Union. The recommendation of the Union shall be advisory only and shall not be binding upon the School District.

Section 3 - All decisions with regard to hiring shall remain the exclusive right and province of the School District.

Section 4 - New employees shall be given a probationary period as specified in Civil Service regulations. The probationary period for new employees shall be twenty-six (26) weeks. During this probationary period, employees will receive the salary and benefits commensurate with permanently appointed employees holding the same job title.

#### ARTICLE IV - Dues Deduction

CSEA, Inc., shall have exclusive rights to payroll deductions of dues covered by this agreement. Such dues shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210 on a payroll period basis. No other organization shall be accorded any payroll privilege without the express lowest and written authorization of CSEA, Inc.

#### ARTICLE V - Working Conditions

Section 1 - Preparation of cooked entrees which require comparable and compatible preparation such as: 1) hot dogs and hamburgers, 2) hamburgers and grilled cheese, 3) hamburgers and pizza, and similar combinations, shall be considered as routing and ordinary requirements of the position.

#### ARTICLE VI - Hours, Wages and Premium Wages

Section 1- a. Wages for 2001-02, 2002-03, 2003-04 and 2004-05 school years shall be paid according to the salary schedules attached hereto.

- b.1 Improved Student Participation: Commencing on July 1, 1997 and continuing thereafter through the term of this contract, additional wages equal to 0.50% (one-half of one percent) of the regular wages paid from September 1 through June 30 of the School Fiscal Year (SFY) will be paid to each appointed employee who worked during this period contingent upon a 2.5% (two and one-half percent) improvement over the previous SFY in student Average Daily Participation (ADP) in the "Type A" lunch program. The determination of the improvement will be measured by establishing the ratio of Average Daily Participation (ADP) to Average Daily Attendance (ADA). This ADP/ADA base as of June 30 of the immediate previous year will be compared to the final ADP/ADA as of the current SFY. The ADA figure will be taken from the district's SA-100 or comparable State Aid Report. The ADP will come from official School Lunch reports.

If the change in ADP/ADA ratio is equal to or greater than 2.5%, the additional 0.50% of wages paid for the SFY will be paid. Payment will be made as soon as possible after June 30, but before August 30. If the change in ADP/ADA ratio is less than 2.5%, no additional wages will be paid pursuant to this paragraph.

- b.2 Increased Profit to the Program. The second component of Incentive Wages is based upon change to the School Lunch Fund Balance. An additional 1.0% of total wages paid from September 1 through June 30 of the School Fiscal Year (SFY) will be paid, only if THE INCREASE IN FUND BALANCE FOR THE PERIOD JULY 1 THROUGH JUNE 30 OF THE SFY IS AT LEAST 1.0% OVER THE PREVIOUS SFY FUND BALANCE.

Where the increase in School Lunch Fund Balance exceeds the 1.0%, only the 1.0% will be paid as additional Incentive Wages. Where the change to fund balance is greater than zero but less than 1.0%, the incentive will be pro-rated according to the change in Fund Balance. Where Fund Balance remains the same, or decreases, no additional wages will be paid pursuant to this paragraph.

Section 2 - Except where this agreement provides specifically otherwise, straight-time shall be paid for the first 40 hours in the work week.

Section 3 - Time and one-half wages will be paid for all hours which an employee works in excess of 40 hours per week.

Section 4 - When the School District chooses to conduct a Special Function requiring the services of cafeteria workers, the District will post a written notice of the requirements. Primary, but not exclusive, consideration will be given to those applicants who work in the building in which the Special Function is to be conducted.

Employees who are asked to work at a Special Function will be guaranteed a minimum of three (3) hours work at that function. The hourly rate paid to employees who work at Special Functions shall be **\$15.00** per hour.

Section 5 - Staff/Client Ratios

The number of staff required and the specifics of the assignment shall be determined by the Director of the School Lunch Program. Rate of pay shall be as specified in Section 4 of this Article.

Section 6 - Any activities conducted on a Sunday shall be considered as Special Functions. Therefore, unless the employee has worked more than 40 hours in the current work week, the prevailing rate shall be **\$15.00** per hour as specified in Section 4 of Article VI.

Section 7 - When an employee is promoted from a lower to a higher job classification, he or she shall receive the greater of: a) his present wage rate, or b) the entry level rate for the higher job classification. The probationary period for those receiving promotions shall be 8 weeks. The employee will retain his right to his former position, should the probationary period prove unsatisfactory.

Section 8 - An employee, when substituting for another employee in a higher classification during the majority of his daily hours, shall receive the minimum rate of such higher classification for all hours worked that day. The provision of this Section applies only when the substitution request has been authorized by the School Lunch Director or the Assistant Superintendent for Business.

Section 9 - If an employee is promoted or transferred from one job to another and, if at the end of 8 weeks he does not successfully complete the probationary period, he will be returned to his original job classification at the rate of pay he was receiving at the time of the promotional transfer, and without loss of seniority or other benefits.

Section 10 - In the event of a vacancy, employee assignment shall be determined by bargaining unit-seniority, within classification. For the purposes of this section, the Food Service Helper and the Utility Worker shall be regarded as equivalent classifications.

Section 11 - The School District will make every effort to equalize the distribution of overtime where such service is required.

Section 12 - All appointed employees shall have two consecutive days off each week, unless an employee has agreed to work on a Special Function as referenced in Section 4 of this Article on one or both of those days.

Section 13 - Where vacancies occur within positions already existing in the School District's Table of Organization for the respective job classification, promotions shall be granted at the sole discretion of the School District. Where equally qualified applicants come forward from the ranks of those currently holding appointed positions as cafeteria workers within the School District, primary but not exclusive consideration will be given to the seniority of these employees when making a promotional appointment.

Section 14 - Delayed Openings/School Closings: On those days where the District has implemented a "delayed opening" in response to adverse weather conditions, the cafeteria staff will report at its regularly scheduled time and will receive a regular day's pay for working the regularly scheduled number of hours. On those days when school is closed to all students and cafeteria until members are not required to report to work, such unit members shall be paid their regular per diem compensation.

Section 15 - Trash Removal: The Cook in each cafeteria will be responsible for the proper disposal of trash which is produced in the normal and routine operation of the cafeteria. Individuals with the title of Utility Worker or Food Service Worker shall be designated or assigned direct responsibility for the removal of trash from the cafeterias to a site designated by the Building Principal, and in a manner as directed by the Cook.

The District will make every effort to provide an appointed Utility Worker to each cafeteria and to assign the trash removal duty to that Utility Worker, but that responsibility will be performed by any Food Service Worker, as directed by the Cook, when the Utility Worker is incapacitated, is not available, or when a vacancy exists.

#### ARTICLE VII - Management Prerogatives

The management of the School Food Service Program of the School District and the direction of its personnel, including the right to hire, promote, transfer, demote, discipline and discharge for cause, and schedule and assign hours of work are the exclusive responsibility of the School

District, subject, however, to the terms of this Agreement. The School District shall be the exclusive judge of all matters pertaining to the operation of its School Food Service Program and the methods, processes, means and materials to be used, subject to the terms of this Agreement. The School District agrees that, whenever possible, it shall give to employees one week notice of change in schedule.

#### ARTICLE VIII - Holidays

All appointed employees shall receive twelve (12) holidays per year as follows:

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| 1. Columbus Day                  | 7. Martin Luther King Day         |
| 2. Election Day                  | 8. Presidents' Day                |
| 3. Veterans Day                  | 9. Holy Thursday                  |
| 4. Thanksgiving Day              | 10. Good Friday                   |
| 5. Friday following Thanksgiving | 11. Memorial Day                  |
| 6. Christmas                     | 12. First Monday of Spring Recess |

Holidays for cafeteria workers will coincide with the school calendar. Where the list of 12 holidays specified above is not consistent with the school calendar, the School District will meet with the Union representative to reschedule those days necessary to permit the cafeteria worker holiday schedule to coincide with the school calendar. These holidays will be mutually agreed upon by the Union and the School District prior to the close of business during the first week of September of the school year.

Section 2 - The rate of pay received by an employee for a holiday shall be equal to the daily rate of pay for his present job classification and ordinary assigned number of hours.

#### ARTICLE IX - Bereavement Pay

The School District shall grant to an appointed employee a five (5) day paid leave of absence for a death in his immediate family. Such leave must be taken during the five (5) days immediately following the death. The employee will receive his regular straight time hourly wages for the five (5) days of absence.

For the purpose of this agreement, immediate family shall be deemed to mean father, mother, husband or wife, children, mother-in-law, father-in-law, brother or sister, brother-in-law, or sister-in-law, of the employees.

#### ARTICLE X - Layoffs

Where a reduction in force is required for any reason, such reductions shall be done on the basis of seniority within specific job classification. For the purposes of this section the Food Service Helper and the Utility Worker categories shall be regarded as equivalent classification.

Similarly, re-employment of excessed individuals shall be based on seniority within job classification, with the most senior individual re-employed first. The District agrees to maintain its seniority list for a period of two years from the date of any excessing.

Section 2 - An employee shall be required to give the School District and the Union a minimum of one (1) week prior notice in the event he is leaving the School District's employ.

#### ARTICLE XI - Discipline

Section 1 - The School District may discipline any employee for just cause, within the parameters set forth in the Civil Service Law.

#### ARTICLE XII - Miscellaneous

Section 1 - Uniforms: Employees will be required to wear uniforms as specified by the School District. The jacket/shirt will be provided by the School District. The employee will be responsible for purchasing the balance of the uniform. Employees who work at least half of the school year will receive reimbursement of \$150. Employees who work less than a half school year but more than one month will receive \$75. In addition, employees shall be provided with either a jacket or shirt or apron, of a type, configuration and/or color specified by Administration each year with a total cost to the District not to exceed \$30.00 per employee. It is the employee's responsibility each year to designate which item of clothing he/she is requesting. Full payment of the aforementioned allowances and provision of the above described clothing shall be made by the District no later than October 31<sup>st</sup> each year. Newly appointed employees will receive payment, pro-rated if applicable, 90 days after appointment

Uniforms shall be as follows:

<u>Category of Employee</u>	<u>Uniform</u>
Female Utility Workers and Cooks	White pants, white or blue top and white leather shoes or sneakers
Male Utility Workers and Drivers	Grey pants, grey shirts and black leather shoes or sneakers

Any changes in the above will be made only with mutual agreement between the Union and the School District.

Section 2 - Meals: The parties agree that, for the convenience of the School District, cafeteria employees shall be furnished a one-half hour unpaid lunch period, which will not interfere with maintaining continuous service to the patrons of the cafeteria. Employees shall be provided with their lunch meal at no charge, providing that the selections come from the regular daily menu. This does not include the special or a la carte offerings. These may be purchased by the



employee at a cost which is equivalent to the actual price of the purchase entree/entrees minus the dollar value of the adult menu specified lunch for the day.

Section 3 - Equipment: The School District agrees to provide a safe and sanitary working area. The District will also provide a carbon monoxide detector in each kitchen. Administration shall have the sole discretion to determine the cost and/or type of such detectors in the kitchens.

Section 4 - In the event of an absence of an employee, the School District will make every reasonable effort to replace the absent individual with a substitute employee within a 24-hour period.

Section 5 - Discipline: Employees shall be afforded the opportunity to have a hearing prior to any disciplinary action being taken by the employer, with a Union Representative present.

Section 6 - Jury Duty: Appointed employees will receive a "normal day's pay" while on Jury Duty, but limited to a maximum of five (5) days in any fiscal year. Further, any payments which are now available or which may become available through the court system or other governmental source to those serving on Jury Duty shall be returned to the School District.

Section 7 - Labor Day: If the regular school year for students begins before Labor Day, employees will be paid for Labor Day as a holiday.

#### ARTICLE XIII - Health Insurance and Disability Insurance

Section 1 - By the contract which expired on June 30, 1993, the District had been contributing \$8.00 per day for each day worked for those members who were appointed to 25-hour per week positions. Effective, April 1, 1994, the District will contribute \$133 per month for twelve months toward the cost of health insurance for those employees who are appointed to 25 hours or more per week positions. Those who work fewer than 25 appointed hours per week may enroll in the HIP Insurance Program, but the full cost must be paid by the employee.

An "opt out" plan is provided for covered members who are appointed to 25 hours per week or more positions. Those who "opt out" will receive from the District an annual single payment at the end of the school year which is equal to 50% of the \$133.00 per month contribution which the District would have made had those individuals chosen to remain covered by HIP Insurance. This option is contingent upon the employees submitting satisfactory proof of health insurance coverage in effect for the previous 12 month period.

Section 2 - Disability benefits shall be provided to eligible appointed employees. Such benefits shall be equivalent to those defined in Section 204 of the New York State Workers' Compensation Law, and related Sections 205 and 206.

#### ARTICLE XIV - Compliance with Regulations

Section 1 - The School District, the Union, and all employees covered by this Agreement shall be subject to all the laws of the United States and of the State of New York, as well as those of the United States Equal Employment Opportunity Commission.

Section 2 - Each employee covered by this Agreement shall procure a health permit required by a State or Local law, rule or regulation as a condition of employment, and the required fee thereof shall be paid by the employees covered by this Agreement.

Section 3 - The School District shall have the right to make such reasonable rules and regulations as it may deem necessary and proper for the conduct of its business and may change or make other rules and regulations, provided, however, that such rules and regulations shall not be inconsistent with, or be in modification of, this Agreement.

#### ARTICLE XV - Distribution of Literature, etc.

There shall be no distribution of any written or printed notices, cards, pamphlets, or literature upon the School District's property without the District's prior consent in writing, nor shall there be campaign meetings, election campaigns, solicitation of membership or any other interference with the operations of the kitchen and dining room facilities of the School District without the consent of the School District. The School District agrees to maintain a bulletin board on which official Union notices to the employees may be posted.

#### ARTICLE XVI - Visitation

Official representatives of the Union shall be admitted to the premises at all reasonable times as may be necessary to observe the working conditions existing in the operation of the School District in connection with the performance of this contract, provided said inspection does not interfere with the operation of the kitchen and dining room facilities, and/or the School District, or with any of the work of the employees who may be assigned to duty at the time, and subject to the rules and regulations of the Farmingdale Union Free School District. Said representative shall first make his or her presence known upon entering the establishment to the principal of the school.

#### ARTICLE XVII - Taylor Law Provisions

Pursuant to Section 204a of Article 14 of the Civil Service Law, 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.

## ARTICLE XVIII - Grievance and Procedures

### Section 1 - Resolution of Board of Education

The Board of Education of the Farmingdale Union Free School District, Farmingdale, NY, in compliance with Article 16 of the General Municipal Law, Chapter 554 of the Laws of 1962, regarding the establishment of grievance procedures for public employees, established and adopted the following procedures for the settlement of grievances of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO of the Farmingdale Union Free School District, Farmingdale, NY effective, July 1, 1994.

### Section 2 - Declaration of Policy

In order to maintain a harmonious and cooperative relationship between the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, administrators and members of the Board of Education, it is hereby declared to be the purpose of these procedures to provide for the orderly settlement of certain differences promptly and fairly as they arise, and to assure equitable and proper treatment of the cafeteria staff employees pursuant to established policies, rules, and regulations of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

### Section 3 - Basic Principles

- A. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.
- B. Every covered employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal - either directly or indirectly.
- C. Every covered employee shall have the right to be represented at any stage of the procedures by no more than two persons of his or her choice. The administration shall also be entitled to an equal number of persons.
- D. Each administrator shall have the responsibility to consider each grievance presented to him or her and make a written determination within the authority delegated to him or her and within the time specified in these procedures.
- E. Each party to a grievance shall have access to all written statements and records pertaining to such case.
- F. All hearings shall be confidential.

- G. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures.
- H. Modification of this procedure shall be instituted in the same manner as in the original development of this grievance procedure.
- I. The function of these procedures is to assure equitable and proper treatment under the policies and rules of the District.
- J. A grievance shall be deemed waived unless presented within thirty (30) days from the time that the facts constituting such grievance are known or reasonably should have been known.

#### Section 4 - Definitions

Administrator shall mean any employee responsible for, or exercising any degree of, supervision or authority over the covered employee.

Chief Administrator shall mean the Superintendent of the District.

Day, as used in these procedures, shall be a day in which the employee would perform his or her assigned duties.

Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, policies, rules or regulations of the School District which relate to or involve the cafeteria workers in the duties assigned to him or her.

Immediate Supervisor shall mean the administrator to whom the employee is directly responsible. The supervisor may be the Director of the School Lunch Program, the building principal, or other individuals as assigned or designated by the Superintendent of Schools.

Representative shall mean the person or persons designated by the aggrieved person as his counsel or to act on his behalf.

#### Section 5 - Procedure

##### A. Stage 1: Initial Stage

The aggrieved person shall present the grievance in writing to his or her immediate supervisor within thirty (30) days pursuant to Article II, Section 3J. The immediate supervisor shall hear the grievance with the aggrieved employee or with the employee and his or her representative(s) if any. This hearing shall be held within three (3) school days of the filing of the grievance.

If no mutually agreeable time for a meeting can be arranged within three (3) school days after receipt of the written grievance, then arrangements shall be made to relieve the employee of duties in order to conduct the Stage 1 hearing.

The immediate supervisor shall render his or her determination in writing to the aggrieved employee and to the Superintendent of Schools within three (3) school days after the grievance has been heard.

If such grievance is not satisfactorily resolved at Stage 1, the aggrieved employee may proceed to Stage 2.

**B. Stage 2: Intermediate Stage**

If the aggrieved employee is not satisfied with the resolution of the grievance at Stage 1, the employee must submit his or her written request for a Stage 2 hearing to the building principal and to the Superintendent of Schools within five (5) days of his or her receipt of the written decision at Stage 1.

The Superintendent or his designee shall arrange for a Stage 2 hearing to be conducted within five (5) school days of receipt of the written request for the Stage 2 hearing.

If the building principal had served as the hearing officer at the Stage 1 level, this proceeding shall automatically advance to Stage 3 and will be heard as specified under Section 5C of this article.

In all other cases, the Stage 2 grievance will be heard by the building principal or by a Director as designated by the Superintendent of Schools.

A written decision shall be provided to the aggrieved employee within ten (10) school days of the completion of the hearing.

If the grievance is not satisfactorily resolved at Stage 2, the aggrieved employee may proceed to Stage 3.

**C. Stage 3: Chief Administrator Stage**

1. Within ten school days after a written determination has been made at Stage 2, the aggrieved employee may submit a written request to the Superintendent of Schools for a Stage 3 hearing. The Superintendent may designate the Assistant Superintendent to act in his behalf. The Assistant Superintendent shall have full authority to render a determination. All references to the Superintendent in this section may be construed to mean "or his designee."
2. Upon receipt of the aggrieved employee's request for a Stage 3 hearing, the Superintendent shall schedule a Stage 3 hearing. The Stage 3 hearing shall be scheduled not sooner than ten (10) days nor later than fifteen (15) school days from the date of the written request for the hearing, and the parties shall have five (5) school days in which to provide the Superintendent with written statements, documents, etc. as the parties choose. The Superintendent will have at least five (5) days in which to review all written materials submitted.

3. The Superintendent will render his written decision on the Stage 3 grievance within ten (10) school days of the hearing. Where transcripts are taken and where the parties agree, the written response of the Superintendent will be delivered as agreed. A copy of the Superintendent's written decision will be provided to the aggrieved employee in the time frame specified above.
4. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Stage 4.

D. Stage 4: Board Stage

If an aggrieved employee is not satisfied with the written decision on his or her Stage 3 grievance, he or she must file a written request for a Stage 4 grievance to the Board of Education through the Office of the District Clerk within five (5) days of his or her receipt of the written determination of the Stage 3 hearing.

All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board may hold a hearing to obtain further information regarding the case. Should the Board choose to hold a hearing, it will be held within 30 days of its receipt of the grievant's written request. A decision to conduct a hearing rests exclusively with the Board of Education.

The Board of Education will render its written decision within sixty (60) days of its receipt of the written request for a Stage 4 hearing, unless both parties agree in writing to an alternate time line.

E. All rules and regulations pertaining to personnel shall be written and a copy shall be made readily available to all persons in the library of each school building.

F. Where disagreement occurs with respect to this grievance procedure, both parties agree to exert every effort to achieve agreement, and to that end they will use all available resources including: (1) legal services and (2) advisory opinions.

G. The failure of the grievant to strictly comply with the filing requirements of the grievance procedure within the specific time limits delineated at each stage, shall constitute a waiver of the grievant's right to file a grievance, and/or to proceed to the next stage, will be deemed an acceptance of the District's decision at any stage, and the grievance shall be time-barred.

Section 6 - Distribution of Procedures

A copy of these procedures and any amendments thereto, shall be distributed to all members of the cafeteria staff covered by this agreement and shall be filed with the State Civil Service Commission within fifteen days after their adoption. The procedure shall also be open to public inspection with the Clerk of the district.

## ARTICLE XIX - Sick Leave

Section 1 - All appointed employees shall earn up to a maximum of seven (7) sick days per year.

The employee will earn sick days at the rate of .70 day per full month worked, to a maximum of seven sick days per full ten (10) month work year. The maximum entitlement is earned after ten (10) full months each year. Employees who work less than ten (10) full months shall earn a pro-rata share for any partial month worked.

A "month" shall be defined by the school calendar and shall contain the number of work days specified therein. The pro-rata share will be determined by dividing the actual number of days the employee works by the maximum possible work days in that month.

A "day" shall be equal to the number of hours to which the employee has been assigned on a regular basis and by specific appointment as reflected in Board of Education personnel actions.

Section 2 - The School District reserves the right to request that the employee submit satisfactory proof of illness where the District deems there is sufficient evidence to suggest that the employee has used a sick day for purposes unrelated to sickness. Sick leave allowance shall be paid only when the employee notifies the School District and the Union of his absence within the required reporting time. The employee agrees to make every effort to provide the School District with adequate lead time to secure a substitute. The employee will call the School Lunch Director on a daily basis to advise him of an impending absence unless long-term arrangements have been made in advance. Any employee who is absent due to illness on the day immediately prior to, or on the day immediately following, a paid holiday may provide the District with a doctor's note or equivalent medical evidence of illness in order to be eligible to receive payment for the holiday.

Section 3 - Each employee remaining in the employ of the School District who, at the end of the contract year, has not used the earned sick leave allowance as set forth in this Article shall be paid an amount equal to his base daily rate of pay multiplied by the number of unused days.

Section 4 - An employee on sick leave shall, following an absence of five (5) consecutive work days, again notify the School District and the Union of his absence and shall indicate the date on which he expects to return to work.

Section 5 - In the event that school lunch services are contracted out by the District necessitating the abolition of unit members' positions, the District will pay each such terminated employee for sick leave accumulated during the one year period immediately preceding the date of such termination. Under no circumstances shall employees receive payment for more than one year of accumulation, as set forth above.

### ARTICLE XX - Union House

The School District agrees to display on its premises a sign which shall remain the property of the Union indicating that employees serving as cafeteria staff have the option to become members of the specified Union. The School District does further agree that employees covered by this agreement shall be permitted to wear Union buttons while performing their regularly assigned duties.

### ARTICLE XXI - Rest Periods

All food service employees WHO WORK AT LEAST FOUR HOURS PER DAY shall receive a fifteen-minute rest period which shall be part of the workday.

### ARTICLE XXII - Leaves of Absence

Section 1 - The School District may agree to grant an employee a leave of absence without pay under limited and highly specific circumstances, and provided the applicant meets the criteria established by administration the Board. To be eligible for an unpaid leave of absence, an employee must have accumulated at least one full year of service to the Farmingdale Public Schools, except as specified herein.

Leaves of absence will not be granted for periods of less than 30 days in duration. An employee may not be absent from work except for those reasons specifically delineated in the contract such as illness, family illness, etc. Any absence not specifically authorized by language within the contract will be deemed as "unauthorized" and will be grounds for disciplinary action. Furthermore, no leave of absence will be granted pursuant to this provision unless same specifically conforms to the categories delineated at subparagraphs a,b and c below, as determined by administration.

- (a) Personal Illness - Any employee with at least one full year of service who presents proof of personal illness to the District's satisfaction may be granted an unpaid leave of absence for a period not to exceed one year. Such leave of absence may be extended if the employee remains unable to report to work, provided that he makes application for an extension in writing to the Assistant Superintendent for Business prior to the termination date of his leave, which application must be supported by a statement from the employee's medical doctor. An extension, if approved, will be limited to an additional six (6) months.

An employee must submit a doctor's statement before returning to work. Should there be any question as to employee's disability at any time, the employee may be required to submit to another examination by a doctor of the School District's choice, at School District expense.

- (b) Compensable Injury or Compensable Occupational Disease - In cases of compensable injury or compensable occupational disease, unpaid leave of absence, if required and requested, will be granted automatically for the full period of legal temporary disability.



- (c) Illness in Immediate Family - An unpaid leave of absence not to exceed six (6) months for illness in the employee's immediate family may be granted to an employee who has completed at least one year of service to the Farmingdale Public Schools, provided satisfactory written evidence of such illness and the need for the leave of absence is presented to the Assistant Superintendent for Business. Such leave of absence must be approved by the Assistant Superintendent for Business. An extension, if approved, will be limited to an additional six (6) months.

Section 2 - It is understood that an employee will, upon application, be reinstated to his former position or to an equivalent position upon the expiration or the termination of the leave of absence. Reinstatement shall be at the then prevailing wage rate for the work performed, provided the employee has seniority rights and is able to perform the work.

Section 3 - Seniority

- (a) Seniority for wage purposes shall not accrue during periods of approved leaves of absence and returning employees shall be reinstated at the same level of seniority as was in effect on the day the leave of absence commenced.
- (b) Where seniority is a factor for hiring, recall, layoffs and reassignments, said seniority shall include periods of approved unpaid leaves of absence for personal illness, compensable injury, and family illness as defined in Section 1, paragraphs a, b, and c of Article XXII.

ARTICLE XXIII - Successors and Assigns.

Section 1 - This agreement shall be binding upon the Union and the School District, their respective successors, executors, administrators, assignees, receivers, receivers in bankruptcy, receivers in equity, trustees or any other equivalent designee whether voluntary or pursuant to court decree.

Section 2 - Before any assignment or other change in the operation or management of the School Food Service Program, the Union shall be notified in writing of such contemplated assignment or change at the time of the filing of the notice of intent to contract for school lunch services. The new program operator shall be fully informed as to all terms and conditions of this Agreement.

Section 3 - The School District shall not enter into a partnership, consolidate or merge with another person, firm or corporation, unless such new entity assumes all accrued obligations to the workers and the Union such as Union Welfare Fund, and agrees to be bound by the terms and provisions of this Agreement, or in the alternative the School District shall place in escrow a sum equal to any accrued obligations to the workers and the Union, as required by the contract.

Section 4 - In the event the School District violates any of the conditions of Sections 1, 2, and 3 of this Article, severance pay for each appointed employee shall be due and payable. Such severance pay shall be based on two (2) weeks' pay at the straight-time rate for each year worked and shall be paid by the School District at the time of said consolidation, partnership, merger or incorporation.

ARTICLE XXIV - Non Discrimination

The School District and the Union agree are not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, handicap or union membership nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, handicap or union membership.

ARTICLE XXV - Duration

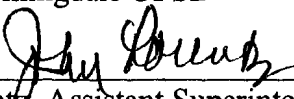
This Agreement shall remain in effect from July 1, 2001 to June 30, 2005 inclusive, and thereafter from year-to-year unless either party, between sixty (60) days and ninety (90) days prior to the anniversary date signifies in writing its desire to change or modify this Agreement.

Salary Schedules


(signed copy is affixed hereto as a separate page)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2002.


For the Farmingdale UFSD

  
\_\_\_\_\_  
John Lorentz, Assistant Superintendent

For the Civil Service Employees Association, Inc.

  
\_\_\_\_\_  
Maureen McCorkell

For the Farmingdale UFSD Board of Education

  
\_\_\_\_\_  
Anthony Vitale, President

## CAFETERIA STAFF SALARIES

2001-02 THRU 2004-05

	2000-01	2001-02	2002-03	2003-04	2004-05
TITLE	BASE	3.50%	3.50%	3.75%	3.75%
Senior High School Cook	\$ 13.36	\$ 13.83	\$ 15.31	\$ 15.89	\$ 16.48
Junior High School Cook	\$ 12.76	\$ 13.21	\$ 14.67	\$ 15.22	\$ 15.79
Elementary School Cook	\$ 12.68	\$ 13.12	\$ 14.58	\$ 15.13	\$ 15.70
Cook & Baker	\$ 11.63	\$ 12.04	\$ 13.46	\$ 13.96	\$ 14.49
Assistant Cook	\$ 10.87	\$ 11.25	\$ 12.64	\$ 13.12	\$ 13.61
Driver	\$ 12.69	\$ 13.13	\$ 14.59	\$ 15.14	\$ 15.71
Utility	\$ 10.40	\$ 10.76	\$ 12.14	\$ 12.60	\$ 13.07
Food Service Helper	\$ 10.28	\$ 10.64	\$ 12.01	\$ 12.46	\$ 12.93
High School Utility	\$ 11.40	\$ 11.80	\$ 13.21	\$ 13.71	\$ 14.22
Substitutes	\$ 9.72	\$ 10.06	\$ 11.41	\$ 11.84	\$ 12.28
<p><b>Note:</b> The Memorandum of Agreement dated 6/5/02 states "Increase the hourly salary schedules by \$1.00 per hour beginning the second year only".</p>					

