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**Contract Database Metadata Elements**

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# **AGREEMENT**

CAF  
4788

**MADE BY AND BETWEEN**

**CLARKSTOWN CENTRAL SCHOOL DISTRICT**

**AND THE**

**CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO**

**CLARKSTOWN FOOD SERVICES UNION  
ROCKLAND COUNTY LOCAL 844**

**JULY 1, 2002 TO JUNE 30, 2006**



## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
I	RECOGNITION AND DUES DEDUCTIONS	1
	Section 1 - Recognition	1
	Section 2 - Dues	1
	Section 3 - Employee Rights	1
	Section 4 - Exclusivity	1
	Section 5 - Representation Rights	1
	Section 6 - Visitation Rights	1
	Section 7 - Authorized Representatives	2
II	EMPLOYEE CLASSES	2
III	COMPENSATION	2
	Section 1 - Salary	2
	Section 1B - Increment Withholdings	3
	Section 2 - Out-of-Title Work	3
	Section 3 - Promotions	3
	Section 4 - Compensation - After Scheduled Hours	3
	Section 5 - Overtime	3
	Section 6 - Starting Salaries	3
IV	SENIORITY	4
	Section 1 - Definition	4
	Section 2 - List	4
	Section 3 - Layoff	4
	Section 4 - Recall	4
V	BENEFITS	4
	Section 1 - Paid Sick Days	5
	Section 2 - Bereavement Leave	6
	Section 3 - Personal Leave	6
	Section 4 - Inclement Weather	6
	Section 5 - Health, Dental and Life Insurance	6
	Section 6 - Retirement	8
	Section 7 - Holidays	8
	Section 8 - Uniform Allotment	8
	Section 9 - Lunch Payment	8
VI	GRIEVANCE PROCEDURE	8
	Section 1 - Definition	8
	Section 2 - Attempt to Resolve	9
	Section 3 - Timelines	9
	Section 4 - Process of Step 1	9
	Process of Step II	9
	Process of Step III	9
	Section 5 - Settlement Conditions	10
VII	ARBITRATION	10
	Section 1 - Appeal to Arbitration	10
	Section 2 - Arbitrator's Authority	10

## TABLE OF CONTENTS

	<b>Section 3 - Decision of Arbitration</b>	<b>10</b>
	<b>Section 4 - Cost of Arbitrator's Services</b>	<b>10</b>
	<b>Section 5 - Multiple Grievance</b>	<b>10</b>
	<b>Section 6 - Arbitration</b>	<b>10</b>
<b>VIII</b>	<b>MANAGEMENT RIGHTS</b>	<b>11</b>
<b>IX</b>	<b>MISCELLANEOUS</b>	<b>11</b>
	<b>Section 1 - Work Year</b>	<b>11</b>
	<b>Section 2 - Lunch</b>	<b>11</b>
	<b>Section 3 - Work Breaks</b>	<b>11</b>
	<b>Section 4 - Cleaning</b>	<b>12</b>
	<b>Section 5 - Assignments</b>	<b>12</b>
	<b>Section 6 - Transfers</b>	<b>12</b>
	<b>Section 7 - Civil Service Examination</b>	<b>12</b>
	<b>Section 8 - Job Vacancies and Promotions</b>	<b>12</b>
	<b>Section 9 - Bulletin Boards</b>	<b>12</b>
	<b>Section 10 - Joint Committee</b>	<b>12</b>
	<b>Section 11 - Complete Assignments</b>	<b>12</b>
	<b>Section 12 - No Strikes</b>	<b>13</b>
<b>X</b>	<b>MANDATED PROVISION OF LAW</b>	<b>13</b>
<b>XI</b>	<b>TERMS OF AGREEMENT</b>	<b>13</b>
	<b>SPECIAL PROVISION AND CERTIFICATION</b>	<b>14</b>
	<b>APPENDIX A</b>	<b>15</b>
	<b>APPENDIX B</b>	<b>16</b>
	<b>APPENDIX C</b>	<b>17</b>

Agreement made by and between the CLARKSTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") as a public employer, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Clarkstown Food Services Unit (hereinafter referred to as the "Union") as an employee organization as defined in Section 201 of the Public Employees' Fair Employment Act.

ARTICLE I  
RECOGNITION AND DUES DEDUCTIONS

SECTION 1 – RECOGNITION

The District, by resolution, hereby recognizes the Union as the bargaining agent for its members, and all other employees in the bargaining unit of the District doing food service work.

SECTION 2 – DUES DEDUCTION

The District agrees to deduct Union dues from earned pay of employees covered by this Agreement who voluntarily furnish the District with an assignment authorizing such deductions of membership dues and/or insurance premiums of the Union. Dues shall be deducted at each payroll period and remitted to the Union at "CSEA", 143 Washington Avenue, Albany, New York 12210."

SECTION 3 – EMPLOYEE RIGHTS

Employees shall have the right to join and participate in or refrain from joining and participating in the Union.

SECTION 4 – EXCLUSIVITY

Dues deduction requests in favor of any "employee organization" (as defined in Article 14 of the Civil Service Law) other than the Union will not be honored for the employees covered by the Agreement.

SECTION 5 – REPRESENTATION RIGHTS

Employees covered by this Agreement shall have the right to be represented by Union representatives in grievances and collective bargaining with the District in the determination of wages, hours, terms and conditions of employment.

SECTION 6 – VISITATION RIGHTS

On request, Union representatives may be granted access to food service areas of the District during normal hours by the Supervisor of Food Services.

SECTION 7 – AUTHORIZED REPRESENTATIVES

The Union shall provide the District with the name, address and telephone number of Union representatives authorized to represent the Union and Employees covered by this Agreement.

ARTICLE II  
EMPLOYEE CLASSES

For the purpose of the Agreement, Food Service employees shall be classified as:

- A. Full-Time – An employee who works at least four (4) hours or more per day for the ten-month school year.
- B. Part-Time – An employee who works less than four (4) hours per day for the ten-month school year.

ARTICLE III  
COMPENSATION

SECTION 1 – SALARY

For the school year 2002-2003, the attached new salary structure shall be in effect July 1<sup>st</sup>, 2002.

Actual increases for the school 2003-2004, 2004-2005 and 2005,2006 will be determined based on the fiscal state of the food service program in the year prior to the salary year. If at the conclusion of the fiscal year the program has no profit, there will be no increment movement the following year, just the negotiated increase of 2.75%.

<u>Amount of Profit</u>	<u>Wage Increase Percentages</u>
Less than - \$ 50,000	2.75 + increment movement
\$ 50,001 - \$ 75,000	3.00 + increment movement
\$ 75,001 - \$ 100,000	3.25 + increment movement
\$100,001 - \$ 120,000	3.50 + increment movement
\$120,001 - \$ 150,000	3.75 + increment movement
\$150,001 + over	4.00 + increment movement

Increment Movement

Employees hired in September through January 31 shall have their increment movement as of September 1<sup>st</sup>; those employees hired in February 1<sup>st</sup> and after shall have their increment movement as of February 1<sup>st</sup>.

## SECTION 1B – INCREMENT WITHHOLDINGS

Starting with the 2003-2004 school year, The Assistant Superintendent for Business or his/her Designee(s) shall have the right to withhold a salary increment from an employee whose annual performance evaluation is deemed unsatisfactory.

No increment shall be withheld unless the employee has first received a written warning and then has at least one month of work to improve. No more than 4 unit members may have an increment withheld at any given school year under this provision.

The District and Union will agree upon the evaluation instrument and its application prior to the implementation of such evaluation related to withholding of increment. Increments shall not be unreasonably denied. Any increment denied may be subject to the grievance procedure.

Starting with the 2003-2004 school year, the Superintendent or his/her Designee shall have the right to advance an employee whose annual performance evaluation is deemed exceptional by one additional step.

## SECTION 2 – OUT-OF-TITLE WORK

An employee temporarily assigned to work in a higher paid classification shall be paid the base rate of the higher classification.

## SECTION 3 – PROMOTIONS

An employee promoted to a higher paid classification shall receive the minimum of the higher paid classification.

## SECTION 4 – COMPENSATION – AFTER SCHEDULED HOURS

Employees will be compensated for time required to attend meetings before or after their work schedule.

## SECTION 5 – OVERTIME

Employees shall be paid overtime at time and one-half (1 ½) for work in excess of eight (8) hours in a day or forty (40) hours within a work week.

## SECTION 6 – STARTING SALARIES

The salary schedule prior to 1998 is Appendix "A". The salary schedule after 1998 is Appendix "B".

Effective July 1, 2002, The District can hire a new employee with experience on the 1<sup>st</sup> step only of the salary schedule within their title. Effective July 1, 2003, The District can hire a new employee with experience on step 1 or step 2 of the salary schedule within their title. Effective



July 1, 2004, The District can hire a new employee with experience on the 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> step of the salary schedule within their title.

ARTICLE IV  
SENIORITY

SECTION 1 – DEFINITION

An employee's seniority is defined as length of continuous credited employment in the District's Food Service Unit from last date of hire. It shall have application to layoffs, recalls, promotions and demotions, and other matters as provided by this Agreement.

SECTION 2 – LIST

A seniority list of food service employees by classification shall be posted in September each year, and shall be updated as the need arises. The Union and employees shall be responsible for notifying the District for alleged errors or omissions on the list within ten (10) days after position. The District will correct undisputed errors brought to its attention within such period. The District and Union shall try to adjust disputed errors or omissions. If their efforts fail, the matter shall be resolved through the grievance procedure.

SECTION 3 – LAYOFF

When layoff (s) become necessary, they shall be effected by removal of junior employee(s) in the classification where there is a surplus of employees. An employee who will be laid off may displace the junior employee in a lower paid classification provided such employee is qualified to perform the work which shall include consideration of an employee's work record, attendance, and Civil Service requirements.

SECTION 4 – RECALL

Laid off employees shall have recall rights for one (1) year from date of layoff.

ARTICLE V  
BENEFITS

SECTION 1 – PAID SICK LEAVE

A. All full-time employees shall be allowed paid sick days each year which may accumulate up to one hundred twenty (120) days for personal sickness on the following schedule:

<u>Year</u>	<u>Paid Sick Days</u>
1999-2000	7
2000-2001	8
2001-2002	9

Up to fifteen (15) days of accumulated sick leave may be used for illness in the immediate family.

B. All part-time employees shall be allowed paid sick days each year which may accumulate up to twenty-five (25) days, for personal sickness on the following schedule:

<u>Year</u>	<u>Paid Sick Days</u>
1999-2000	4
2000-2001	5
2001-2002	6

Up to fifteen (15) days of accumulated sick leave may be used for illness in the immediate family.

C. A doctor's certificate is required for an absence due to personal or family sickness of three (3) or more consecutive days. In addition, the District may require a doctor's certificate for any other absence due to sickness when it has reason to suspect that the employee may be abusing sick leave, such as a pattern of attendance indicating possible abuse. In such cases, the District shall also have authority to direct that the employee be examined by a physician of The District's choice at its expense.

Upon failure to so report as directed, or upon report by the physician that the employee was not ill, the employee will not be paid for the sick day or days. Abuse of sick time can lead to discipline, including termination. Such examinations by a physician of the District's choosing shall take place within twelve (12) hours of the direction to obtain the examination. Failure to submit to such an examination may subject the employee to discipline unless the employee can demonstrate that the illness or circumstances precluded being examined in that time frame.

D. An employee absent because of an accident occurring on the job, who furnishes the District with a doctor's certificate certifying such employee's inability to work because of injury, shall be paid for scheduled time lost from work up to a maximum of seven (7) days. Sick leave paid under this provision shall not be deducted from earned sick leave.

E. A leave of absence without pay for reasons of health in excess of accumulated sick leave may be granted by the Board of Education upon written application.

## SECTION 2 – BEREAVEMENT LEAVE

For each death in the immediate family, five (5) consecutive calendar days, which may not be accumulated, shall be allowed. The immediate family is defined as parent or legal guardian, wife, husband, children, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild, and the parents of the husband or wife, or any relative residing in the employee's household.

### SECTION 3 – PERSONAL LEAVE

Up to three (3) days per year, two (2) of which may be consecutive, may be allowed full-time employees for emergency, personal affairs that can be attended to only while school is in session. These days may not be accumulated. Written application shall be presented to the Food Service Supervisor in advance. In case of emergency, the Supervisor may give verbal approval before application is submitted in writing. If there is any question on the part of the Supervisor, the request shall be submitted to the Director of Personnel for approval. Personal days beyond those allowed shall be deducted at the employee's daily rate. One (1) of the three (3) days may be taken without explanation.

Approved season for personal leave requested shall be:

1. Legal (A) Required in court  
(B) Closing on property  
(C) Employee's marriage
2. Other (A) Child, husband or wife graduation from secondary or post secondary school  
(B) Home emergency  
(C) Religious observation which for compelling reasons requires the employee to absent himself from work  
(D) Civil Service examination
3. Personal (A) No explanation required

### SECTION 4 – INCLEMENT WEATHER

Employees will be paid for up to three (3) days each school year, if school is closed due to inclement weather.

### SECTION 5 – HEALTH, DENTAL AND LIFE INSURANCE

- A. The District shall make group health, dental and life insurance available to all eligible employees (and dependents) who regularly work at least twenty-five (25) hours per week. Henceforth, the costs of such insurance coverage shall be borne equally by the employer and the covered employees, and the limits of coverage shall be as provided in the certificate issued by the insurance carrier.
- B. Effective July 1, 1998 employees and their dependents eligible under this Agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. The contribution of the employer toward the premium for such group health insurance coverage so elected shall not exceed one-half of the total premium charged per enrollee for such coverage.

- C. The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this Agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither the number nor identities of participating providers of health care, nor better record keeping or improved efficiency in the operation of the successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee, the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Union as to claimed lack of substantial equivalency, the parties hereby incorporate and agree to be bound by the grievance procedures contained in the applicable agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. Such a grievance must be brought, however, within five (5) days of notice that the District intends to change carriers and shall be expedited. Should the dispute resolution process result in a determination that the plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier or to cancel the change in carriers.
- D. Pursuant to New York Public Health Law Article 44, 10 NYCRR Section 98.15, 42 U.S.C. Section 300e-9, and 42 CFR Sections 417.150 et seq., as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this Agreement, or within sixty (60) days after this Agreement has been executed by the parties hereto, whichever is later in a manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law.
- E. All persons currently eligible for health insurance coverage as defined in the District's agreements with the carrier and the HMO (s) shall be covered under the Plan and/or the HMO (s) as required by law.
- F. All persons enrolled shall receive copies of the Plan and the HMO (s) brochures when available, and all new employees shall receive copies when beginning employment.
- G. For the term of this Agreement the District shall continue to make the following group dental and group life insurance coverages or equivalent at the specified rates:

<u>Dental Benefits</u>	<u>Monthly Payment</u>			
	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Employee	\$42.19	\$44.27	\$46.35	\$48.43
Employee &				

Dependent	51.16	53.24	55.32	57.40
Family	61.02	63.10	65.18	67.26

Life (\$10,000): The total monthly premium for life insurance is \$2.50, of which \$1.80 is paid by the District and \$.70 is paid by the employee.

SECTION 6 – RETIREMENT

The District shall provide retirement benefits under the New York State Employee’s Retirement Plan 75-I.

SECTION 7 – HOLIDAYS

Fourteen (14) paid holidays are included in the computation of the annualized salary.

In order to be paid for a scheduled holiday or vacation period, the employee must actually work the scheduled workday immediately preceding and following the holiday or vacation period.

SECTION 8 – UNIFORM ALLOTMENT

- A. 1. A Labor-Management Committee shall determine the uniforms to be purchased.
- 2. Upon submission of a receipt for uniforms, the employee will receive reimbursement up to eighty dollars (\$80) per year. A sixty dollar (\$60.00) allowance will be provided to each employee for maintenance and cleaning of uniforms each year.
- B. Each employee shall be entitled to a \$50 reimbursement for the purchase of work shoes. A valid receipt shall be required.
- C. Employees will wear uniforms while at work.

SECTION 9 – LUNCH PAYMENT

Employees who work five or more hours who, due to demands of the job, miss their lunch break may apply to the supervisor for payment. Consent to such payment shall not be unreasonably denied.

ARTICLE VI  
GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as a complaint which may arise between the District and an employee covered by this Agreement or the Union pertaining to the interpretation, application or compliance with its specific term and provisions. Disputes concerning discipline are subject to the grievance procedure. A grievance, as defined herein, may be processed through the grievance procedure.

## SECTION 2

Should a grievance arise, there shall be no suspension or interruption of work, and a diligent, sincere and honest effort by all parties shall be made to settle it as soon as possible in accordance with this procedure.

## SECTION 3

A grievance must be presented to the Supervisor of Food Service within ten (10) working days of its occurrence or within ten (10) working days from the time the employee had knowledge of its occurrence.

## SECTION 4

A grievance shall be processed in the following manner:

### STEP I

An aggrieved employee must orally present the grievance to the Supervisor of Food Service who shall arrange a mutually convenient time and place to informally discuss the grievance with the employee. Within the ten (10) days after the informal discussion, the Supervisor shall give an answer on the grievance to the employee.

### STEP II

If the aggrieved employee is dissatisfied with the supervisor's answer, the Union representative may appeal on a written grievance form to the supervisor for review and reconsideration. The Union representation shall clearly and concisely state the nature of the grievance, the specific section (s) of the Agreement violated and the remedy requested. It shall be signed by the aggrieved employee (s). Within ten (10) days after receipt of the written grievance, the supervisor will give an answer in writing on the grievance form, granting or denying the grievance.

### STEP III

If a grievance is not settled in Step II, the Union may, in a written letter, appeal the grievance within ten (10) days to the Joint Standing Committee which shall be comprised of two (2) members appointed by the District and two (2) members appointed by the Union. On receipt of the grievance, the Committee shall set a mutually agreeable time to hold an informal grievance hearing to receive relevant evidence and testimony on the grievance. The parties shall have the obligation to introduce all relevant testimony and written evidence they have knowledge of or that is in their possession in support of their position on the grievance. If within twenty (20) days after the informal grievance hearing the parties have not settled the grievance, each party shall give to the others its written position on the grievance stating the issue involved, its

contentions, findings of facts, and if the grievance is placed in arbitration as provided in this Agreement.

#### SECTION 5

A grievance not appealed to another step of the grievance procedure or to arbitration shall be considered settled on the basis of the last answer on the grievance.

### ARTICLE VII ARBITRATION

#### SECTION 1

A grievance not settled in the grievance procedure may be appealed by the Union to arbitration as provided by this Article within (30) days after the receipt of the party's written position at Step III of the grievance procedure. The notification shall be accompanied by a copy of the arbitration form request sent to the American Arbitration Association. The arbitrator shall be chosen in accordance with the arbitration rules of the American Arbitration Association.

#### SECTION 2

The arbitrator shall be without power of authority to render a decision or award inconsistent with law or which violates any provision or this Agreement or to modify, change or alter this Agreement. The decision and award shall include the arbitrator's findings of fact on relevant evidence to the grievance. Neither the District nor the Union shall have any right to rely on contentious or evidence not disclosed to the other in the grievance procedure during arbitration of the grievance.

#### SECTION 3

The decision and award of the arbitrator shall be in writing and shall be final and binding.

#### SECTION 4

The cost for the services of the arbitrator shall be borne equally by the District and the Union.

#### SECTION 5

Multiple grievances shall not be arbitrated by the same arbitrator unless the parties agree thereto.

#### SECTION 6

The arbitrator shall be without power or authority to make any decision or award concerning any provision of this Agreement that involves the District's or School board's discretion or right to set policy or that violates the terms of this Agreement.

ARTICLE VIII  
MANAGEMENT RIGHTS

The management and operation of the District's Food Services and the direction of its employees is the sole and exclusive right of the District, and in the fulfillment and accomplishment of these functions, the District has and retains all rights, powers, and authorities it would have in the absence of this Agreement. This includes, but is not limited to, the right to assign work to employees, determine programs and methods of operations, determine the length and hours of work, and discipline employees.

ARTICLE IX  
MISCELLANEOUS

SECTION 1 – WORK YEAR

- A. Employees are expected to work their regularly scheduled hours for the ten (10) month school year.
- B. It shall be a requirement that each year the elementary food service supervisors attend one non-paid day of training. The topic and date to be determined by the Director of Food Services.
- C. Each employee may be required to attend a District meeting/training for one uncompensated two hour period each school year.
- D. Each new employee will be required to attend an uncompensated two hour orientation.

SECTION 2 – LUNCH

Food Service employees shall be provided with a free lunch. Employees working five (5) hours or more shall be entitled to a twenty (20) minute lunch break.

SECTION 3 – WORK BREAKS

Employees working continuously for more than three and one-half (3 ½) hours per day shall be entitled to a ten (10) minute break when the workload and schedule permits.

SECTION 4 – CLEANING

Food Service employees shall be responsible for the cleanliness of equipment and the general tidiness of the kitchen. This will not include walls, floors, toilets or cleaning filters, unless such areas are soiled by employees while performing their work.



## SECTION 5 – ASSIGNMENTS

Employees' September assignments shall remain the same unless notified to the contrary by the Supervisor of Food Service. Such assignments shall be subject to change if the District's needs are different when school starts.

An employee may submit a request to the Food Service Office for reassignment. Such request will be considered along with seniority, job skills, experience and ability in making promotions and transfers.

## SECTION 6 – TRANSFERS

After discussions, a Food Service employee may be transferred to another building, for good and sufficient reason, during the school year.

## SECTION 7 – CIVIL SERVICE EXAMINATION

Notification of Civil Service examinations for competitive positions will be posted in Food Service areas as they are received.

## SECTION 8 – JOB VACANCIES AND PROMOTIONS

Job vacancies shall be posted for five (5) working days before appointments are made. A posted vacancy shall show the title of the open position, its location and hours of work. Food Service employees shall have the opportunity to apply for a posted job before new employees are hired.

## SECTION 9 – BULLETIN BOARDS

Bulletin Board space will be provided for posting of Union notices at all schools.

## SECTION 10 – JOINT COMMITTEE

A Joint Committee shall be established to discuss matters related to Food Service in the District. The CSEA CCSD FSU agrees to work cooperatively with the District Administration in a joint effort to put and keep the school lunch program on a self-sustaining financial basis. During the 1999-2000 school year, this committee and CSEA staff will review the current Civil Service job titles represented by this Unit.

## SECTION 11

This Agreement constitutes the complete agreement between the School Board, the Association and its members with respect to terms and conditions of employment, and no other matters shall be the subject of collective negotiations during the term of this Agreement, except by mutual agreement between the parties.

SECTION 12

The Association, through its officers, affirms that for itself and on behalf of its employees, it does not assert the right to strike against the School District or to assist or participate in such strike action or to otherwise, by concerted activity, impede or interfere with the educational or operational process of the School District.

ARTICLE X  
MANDATED PROVISION OF LAW

As provided for in Section 204-a of Article XIV 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 XI  
TERM OF AGREEMENT


This agreement shall be effective from the first day of July, 2002 until the last day of June 2006 and shall continue from year to year thereafter unless notification in writing is given by either or both parties to the other at least one hundred twenty (120) days before its expiration date or modify it be collective bargaining procedures as provided law.

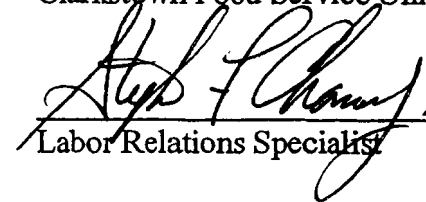
BOARD OF EDUCATION

CSEA, INC., LOCAL 1000,  
AFSCME, AFL-CIO

  
\_\_\_\_\_  
President, Board of Ed.  
Clarkstown School District

  
\_\_\_\_\_  
Unit President  
Clarkstown Food Service Unit

  
\_\_\_\_\_  
Supt. of Schools  
September 21, 2004  
Date

  
\_\_\_\_\_  
Labor Relations Specialist

## SPECIAL PROVISIONS AND CERTIFICATION

1. A Senior Food Service Cashier responsible for 5 or more cash registers shall receive a differential of \$.10 per hour.
2. The Senior Food Service Supervisors having responsibility for external (i.e. BOCES) and internal (elementary school warehousing/ordering) programs will receive a \$1.75 per hour stipend.
3. Elementary Food Service Supervisors shall receive an additional \$.25 cents an hour in 1996-97, \$.10 cents an hour in 1997-98 and \$.10 cents an hour in 1998-99. The increase in 1996-97 is included in the salary grid – Appendix “A”.
4. Employees who are certified voting members, in accordance with the American School Food Service Association (ASFSA) Certification Plan will receive an hourly differential as shown in the following chart. The chart shows the District classification as it compares to the ASFSA Certification Plan Classifications. Employees must be certified at the level corresponding to their job classification and will be eligible to receive the differential for their assigned District title only, even if they are certified at a higher level in the ASFSA plan.

<u>District Title</u>	<u>ASFSA Title</u>	<u>Diff./Hr.</u>
Sr. Food Service Supervisor	Manager II	\$1.00
Food Service Supervisor	Manager I	\$1.00
Cook	Manager I	\$.60
Assistant Cook	Technical Asst. II	\$.60
Sr. Food Service Helper	Technical Asst. II	\$.60
Sr. Food Service Cashier	Technical Asst. I	\$.60
Cashier	Technical Asst. I	\$.60
Food Service Helper	General Asst. II	\$.60

APPENDIX A

Prior to 98

	1	2	3	4	5	6	7	8	9	10	15	20
Sr. Food Service Supervisor	15.15	15.40	15.65	15.90	16.15	16.40	16.65	16.90	17.15	17.40	17.90	18.15
Food Ser. Sup	12.76	13.01	13.26	13.51	13.76	14.01	14.26	14.51	14.76	15.01	15.51	15.76
Cook	10.90	11.15	11.40	11.65	11.90	12.15	12.40	12.65	12.90	13.15	13.65	13.90
Sr. Food Ser Helper	10.39	10.64	10.89	11.14	11.39	11.64	11.89	12.14	12.39	12.64	13.14	13.39
Cashier	10.35	10.60	10.85	11.10	11.35	11.60	11.85	12.10	12.35	12.60	13.10	13.35
Food Ser. Helper	10.10	10.35	10.60	10.85	11.10	11.35	11.60	11.85	12.10	12.35	12.85	13.10
Courier	12.44	12.69	12.94	13.19	13.44	13.69	13.94	14.19	14.44	14.69	15.19	15.44



## APPENDIX C

### DRUG AND ALCOHOL TESTING

- A. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion that the employee is under the influence of or using illegal controlled substances or alcohol as set forth in paragraph C below. An employee will be tested only when reasonable suspicion exists that the test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.
- B. The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Employer's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the use of illegal controlled substances and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.
- C. Members of the bargaining unit shall be subject to testing based upon a reasonable suspicion as defined below in this paragraph. Any employee who refused to submit to testing may be subject to discipline, including discharge.
1. In determining whether to order a test in a particular case, the Employer must balance an employee's reasonable expectation of privacy from unreasonable intrusions against the Employer's interest in assuring the integrity and fitness of its employees and the safe delivery of its services.
  2. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for duty under influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution or sale of illegal controlled substances either on or off duty.
  3. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
  4. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

5. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior which warrants employer inquiry because of a direct bearing of the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.
  6. The Employer will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.
  7. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and the Union shall be notified of the order.
- D. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988 and the following:
1. The employee being tested shall have the right to an independent analysis from a lab of his/her choice from a list mutually agreed to by the Employer and the Union. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by the employee, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the Employer. Copies of all test results shall be sent to the employee member and the Employer.
  2. All tests required by the Employer will be fully paid for by the Employer. The employee shall pay for any test requested by him or her.
  3. The time required of the employee by the employer to take the ordered test shall be considered paid time if it extends beyond the employee's normal workday.
  4. Within ten calendar days after the test, the employee acting on his own, or the Union upon written request by the employee to the Union "certified mail, return receipt requested," may pursue binding arbitration for any dispute pertaining to the Employer's reasonable suspicion under Section C of this Article, by serving written notice upon the Personnel Officer. Except for the foregoing, the other procedures of the Agreement's arbitration provisions shall apply. If the Notice of Arbitration is not given within ten calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary

proceeding initiated by the Employer against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.

E. In the event that test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, the employee may be subject to discipline, including discharge. However, in the first instance of a positive alcohol or drug test, any disciplinary charges related to the positive test may be suspended in the Employer's discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for the illegal controlled substances or alcohol usage in a program recommended or approved by The District's Employee Assistance Plan (EAP) and allows EAP to provide progress reports to the Personnel Officer. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the recommended program, he or she shall be deemed to have resigned. The employee shall also agree, as a condition to the suspension of the disciplinary or penalty, that for a period of four months following the completion of treatment, he or she shall be subject to periodic illegal controlled substances and/or alcohol testing, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during that four month period, the Employer may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the four-month period, the original disciplinary charges or penalty shall be considered resolved. The record of the charges and their resolution (the charges, the answer and the Stipulation) shall remain in the employee's file unless the parties otherwise agree.



At the Regular Meeting of the Board of Education of the Clarkstown Central School District, held at the Chestnut Grove Administrative Center, 62 Old Middletown Road, New City, New York, on the eighth day of January, 2004, Trustee Lisa Lieberman moved and Trustee Lorette Adams seconded the following resolution.

WHEREAS, the Assistant Superintendent for Business reports having reached agreement on a Memorandum of Understanding ("MOA") with the Clarkstown Food Services Unit, CSEA, Local 1000, AFSCME, AFL-CIO, amending the present collective bargaining agreement which runs through June 30, 2006; and

WHEREAS, said MOA, referenced as if set forth hereinafter, a true copy of which shall appear in the Supplemental Minutes Book, in salient part, mandates extra training for the unit members and phases in increased employer funding of health insurance over the next 3 years as consistent with the other units, ending with 60/40 sharing in 2005-06; and

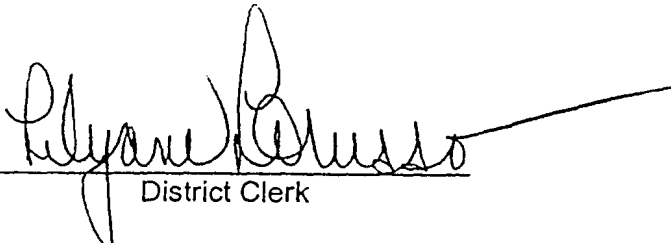
WHEREAS, entering into said Agreement is recommended by the Superintendent, Assistant Superintendent and Director of Food Services as fair and prudent, and in the best interests of the District.

THEREFORE, BE IT RESOLVED, that the Memorandum of Agreement is approved, and the collective bargaining agreement amended according to its terms, the Board President, or in his absence the Vice President, and the Superintendent being given authority to execute the Agreement on behalf of the Board of Education and District.

A vote was taken upon the foregoing Resolution and recorded as follows:

	<u>AYES</u>	<u>NAYS</u>
Trustee Dominick Riolo	X	
Trustee Lisa Lieberman	X	
Trustee Lorette Adams	X	
Trustee Philip Belcastro was absent		
Trustee Gerold Bierker was absent		
Trustee John Davidson	X	
Trustee Karen Kasman	X	

There being 5 votes in favor and 0 in opposition, the resolution was declared carried.

  
District Clerk

Food Svc.

MEMORANDUM OF AGREEMENT

By and Between

CLARKSTOWN CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
LOCAL 1000, AFSCME, AFL-CIO  
CLARKSTOWN FOOD SERVICES UNIT

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WHEREAS, the parties, having negotiated in good faith pursuant to Article 14 of the Civil Service Law, hereby agree, subject to ratification, to amend the present collective bargaining agreement between them which governs the period July 1, 2002 to June 30, 2006, as follows:

1. Except as set forth hereinafter the terms of the present collective bargaining agreement shall continue in all respects in full force and effect.
2. Article IX - Miscellaneous  
Section - 1

Add to b): Food Service Supervisors must complete the N.Y.S. 10 hour sanitation course within one year of their hiring, or within one year of ratification of this provision if they are presently employed by the District. For present Supervisors time to take the course shall be reimbursed at the Supervisor's hourly rate less the number of hours the District in its discretion chooses to count towards this activity from the required one non paid day of training. Food Service Supervisors hired after the ratification date will not be compensated for taking the sanitation course. In each case the District will arrange for the training at its expense.

Add to c): In addition, all employees other than Food Service Supervisors must complete the Rockland County Department of Health 5 hour course in food safety within one year of their hiring, or one year of ratification of this provision if they are presently an employee. For present employees time to take the course shall be reimbursed at the employee's hourly rate less the number of hours the District in its

discretion chooses to count towards this activity from the required two hours of uncompensated training each year. Subject employees hired after the ratification date of this provision shall not be compensated for this training. In each case the District will arrange for the training at its expense.

3. Article V - Benefits

Section - 4 Add: For the 2003-2004 school year, the employer shall bear 54% of the cost of coverage and the employee 46%; for 2004-2005 the employer shall bear 57% of the cost and the employee 43%; and, for 2005-2006 the employer shall bear 60% of the cost and the employee 40%.

The persons negotiating this Memorandum of Agreement as signed hereinafter will recommend its adoption to their respective ratifying bodies:

CLARKSTOWN CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_

Date \_\_\_\_\_

CSEA

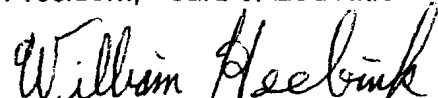
\_\_\_\_\_

Date \_\_\_\_\_

AS AGREED (after ratification):

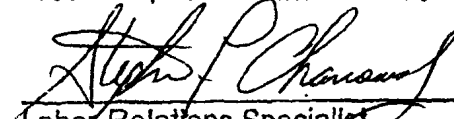
FOR BOARD OF EDUCATION

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Superintendent of Schools

FOR CSEA, INC. LOCAL 1000,  
AFSCME, AFL-CIO

  
\_\_\_\_\_  
President, Clarkstown Food Service's Unit

  
\_\_\_\_\_  
Labor Relations Specialist

Date Ratified by CSEA

Date Ratified by CCSD

(later date controls Article IX amendments)

\_\_\_\_\_

\_\_\_\_\_