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Contract Database Metadata Elements

Title: **Baldwin Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 (School Lunch Unit) (2002)**

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

Union: **Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000 (School Lunch Unit)**

Effective Date: **07/01/02**

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

Number of Pages: **24**

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Baldwin Ufsd And Csea Local 865
(School Lunch Unit)

AGREEMENT

between

CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO (SCHOOL LUNCH UNIT)

and

BALDWIN UNION FREE SCHOOL DISTRICT

BALDWIN, NEW YORK

Effective July 1, 2002

through

June 30, 2005

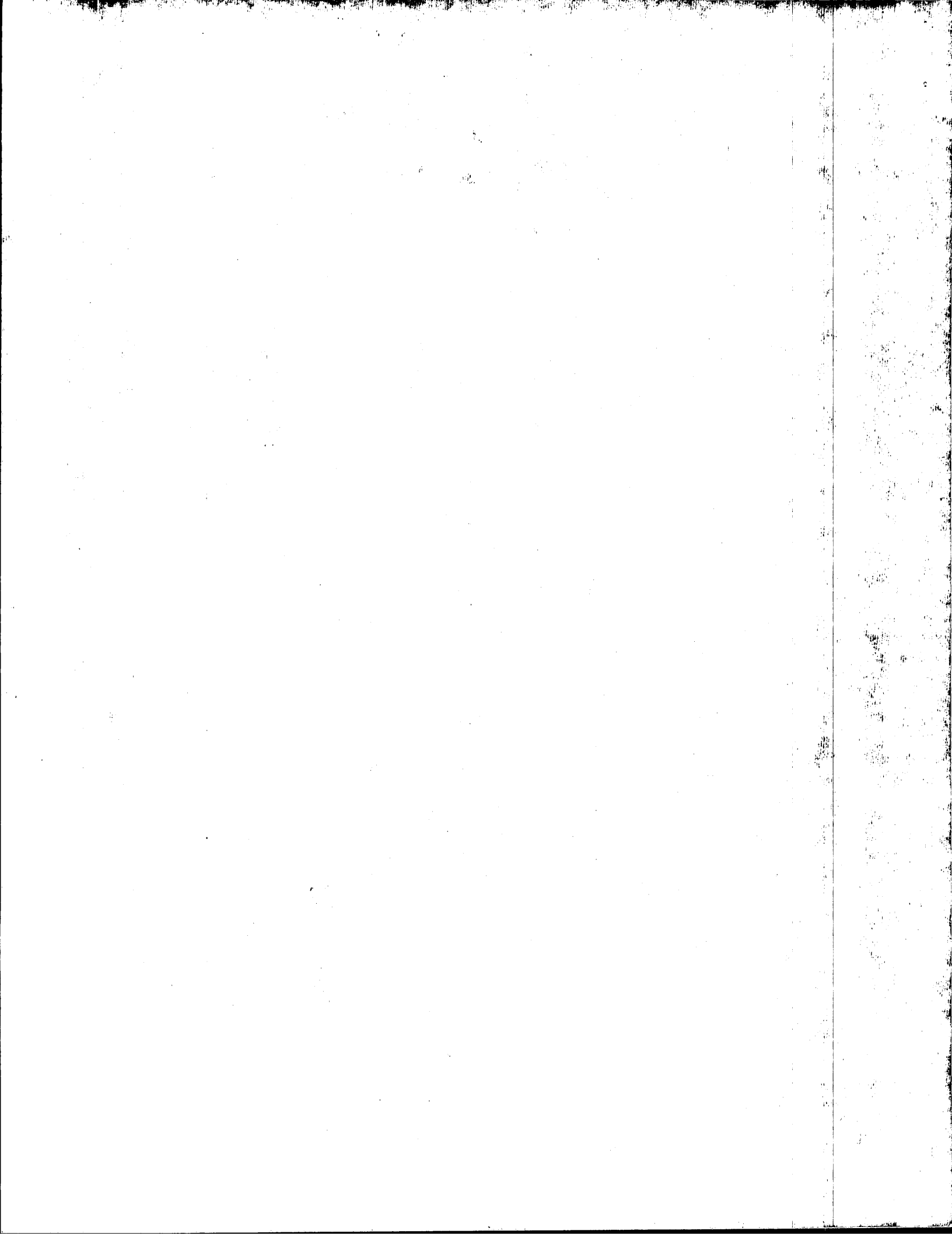
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This agreement is made and entered into this day of , 2003 between the Baldwin Union Free School District, Nassau County, New York (hereinafter referred to as the District) and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, (hereinafter referred to as the Association).

ARTICLE I - RECOGNITION

1. The District recognizes the CSEA as the sole and exclusive unchallenged representative for the maximum period provided by the Civil Service Law for all cafeteria workers.
2. Employees have the right to join, or not to join the Association, but membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.
3. The District and the Association recognize that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the Baldwin Public School System. The Board of Education recognizes that it must operate in accordance with all pertinent statutory provisions of state law. The Association recognizes that the Board of Education cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE II - AGREEMENT

1. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York Education of Civil Service Laws or any other applicable laws and regulations.
2. The parties agree that all negotiable items have been discussed during the

negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent in writing.

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

ARTICLE III - PROCEDURES

1. Permission may be granted for the use of district facilities for meeting at the discretion of the employer. Such permission may be withdrawn at the discretion of the employer.

2. The Association may request the use of designated school mail boxes for the purpose of distributing its material.

3. Association business shall not in any way interfere with the regular duties of any employee, nor take place during any employee's working hours.

4. Dues Deduction

A. The District agrees to deduct from the employees' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit the monies therefor promptly to the Association. Upon the fulfillment of that obligation, the District shall be held harmless by the Association and the individual employees with respect to such remittance.

B. The Association will provide the Board with a list of those employees

who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes in said list.

C. Dues shall be deducted in ten (10) checks following 30 days after the Association submission of its membership list but no sooner than November 1 of each year of this contract. Employees hired after April 1 will have dues deduction made commencing with the fall semester.

5. The District shall provide the President of the School Lunch Unit with:

A. Copies of Minutes of Board of Education Meetings

B. Copies of postings for permanent vacancies of school lunch worker positions shall be provided on CSEA bulletin boards.

C. Notice of school lunch workers who have been hired.

6. The District shall provide each new member of the School Lunch Unit with a copy of the notice received by the District from the Nassau County Civil Service Commission which indicates date of Civil Service appointment.

7. Fingerprinting costs incurred by unit members in connection with their employment with the District shall be reimbursed after the employee has worked for a full five (5) month period.

ARTICLE IV - JOB TITLES

Head Cook

Cook

Assistant Cook

Food Service Worker - Part-Time

ARTICLE V - WORKING CONDITIONS

1. **A.** Each working day for regularly employed full time employees shall be seven (7) hours in length. Time taken for lunch for full time will be ½ hour in length and is not included in the work day.

B. The work year shall be the school calendar , one (1) set up day, and up to two (2) staff development days per year. To the extent that the entire staff is assembled, unit members shall be paid at the party rate on these staff development days.
2. **A.** Employees who are scheduled to return to work at a non-regular school function or outside function will be paid a minimum of three (3) hours pay at \$16.00 per hour or regular salary, whichever is greater. Such minimum shall only apply to functions starting at 4:00 P.M. or thereafter. If there are no volunteers to work at a non-regular school function, the School Lunch Manager shall assign a covered employee.

B. There will be no overtime for any employee in connection with regular assignment. Seasonal work or periodic reports are a part of the regular duties. If an employee receives prior approval from the District to work past regular hours, she will be paid for the approved time.
3. Two (2) persons in the unit shall be assigned to perform inventory functions at the High School, and two (2) persons shall be assigned to perform such services at the Middle School. These services shall consist of three (3) hours per month for each designated employee. This work shall be performed outside of the normal work day,

and the designated unit members shall be paid in accordance with their hourly rate.

4. Employees may perform work outside of their set hours to do setups in those situations where the supervisor deems it necessary.

ARTICLE VI - EMPLOYEE RIGHTS AND DUTIES

1. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the immediate supervisor who will in turn report this condition to the school lunch director and the building principal. It shall be the duty of all personnel to perform their assigned duties to the satisfaction of their supervisors.

2. Cafeteria employees are considered to be co-workers with the instructional staff in the task of providing the best possible learning situations for the students in the schools. Teachers may not command the services of a cafeteria employee. Orders for such service shall be channeled through the building principal or school lunch director.

3. All openings for promotional positions and for positions paying higher salary differentials shall be posted in every school on bulletin boards and all qualified personnel shall be given opportunity to make application for such positions.

4. A cafeteria employee who wishes to terminate service to this school district at any time shall file a written notice concerning this intention with the Superintendent of Schools at least two weeks prior to the date desired for the termination of service.

5. One employee file will be maintained in the Administration Building. Information in this file will be available to the employee except that material of a confidential nature that has been received from another employer. Upon request an employee shall be

shown his/her file at a reasonably determined time.

6. A uniform allowance of \$175 for unit members working at the high school and middle school and \$115 for unit members working at the elementary school shall be annually provided for each member of the cafeteria staff. A uniform shall consist of short sleeve white blouse (loose fitting), black knee-length skirt and/or black pants (having appropriate fit, and rubber soled footwear.

7. Disciplinary action may result from a recommendation of the School Lunch Manager, the building principal, or superior under whom the cafeteria employee renders service. The Superintendent of Schools shall have the authority to warn or recommend dismissal.

8. Employees will give their immediate superiors, or a person designated by the central office, as much advance notice as possible in the event that they must be absent from work or will be late in reporting to work.

9. The Association President shall be eligible to receive up to two (2) paid days per year to attend workshops or seminars.

ARTICLE VII - LEAVE ALLOWANCE

1. A. Twenty Hour Per Week Employees:

After six (6) months of regular continuous employment as a covered employee working twenty (20) hours or more per week an employee shall be entitled to ten (10) days sick leave per year cumulative to a maximum of 160 sick leave days for personal illness or disability. Part-time employees' sick leave shall be computed on a pro rata basis. Sick leave

allowance shall accumulate at the rate of one (1) day per month for a total of ten (10) months. Employees absent for more than four (4) consecutive working days because of personal illness or disability shall be required to submit a doctor's certificate upon return to duty.

B. Ten and Fifteen Hour Per Week Employees

Food Service workers will be entitled to one (1) paid sick day per year after six (6) months of regular continuous employment in this capacity.

After one (1) full year of employment on a regular continuous basis, food service workers will be entitled to two (2) sick days per year. After two (2) full years of employment on a regular continuous basis, food service workers will be entitled to four (4) sick days per year. After three (3) full years of employment on a regular continuous basis food service workers will be entitled to six (6) sick days per year. Sick days may be accumulated to a maximum of twenty (20) days.

2. After six (6) months of regular continuous employment of twenty (20) hours or more per week personal leave for absence due to death in the immediate family may be granted when requested by the employee and approved by the Superintendent of Schools. Up to three (3) days may be granted due to death of the employee's spouse, children, grandchildren, grandparents, parents, father-in-law, mother-in-law, son or daughter-in-law, sister or brother-in-law, step children or siblings. One (1) day may be granted due to death of award or relative living in the home of the employee. Leaves for death in the family are for the specific purposes indicated and are not cumulative.

3. After six (6) months of regular continuous employment of twenty (20) hours or more a covered employee may be granted up to five days per year for serious illness in the immediate family when requested by the employee and approved by the Superintendent or his/her agent. These days are non-cumulative. Family illness absence beyond three (3) days per year will be deducted from sick day allowance. Immediate family for this section is defined as spouse, child, parent, mother-in-law, or father-in-law.

4. After six (6) months of regular continuous employment of twenty (20) hours or more per week, a maximum absence of two (2) working days per year without loss of salary may be granted by the Superintendent of Schools for personal reasons. All requests shall be submitted in writing one week in advance describing the reason for requesting personal business leave. Leave for personal business may be granted by the Superintendent in the exercise of his/her discretion. In the absence of special circumstances described by the employee and found acceptable by the Superintendent and/or his/her agent such personal leave shall not be granted for days preceding or immediately following a school holiday, vacation period, or other form of leave or for any day contiguous thereto. If any or all of the two (2) personal leave days are not used they will be added to the member's cumulative sick leave bank for the following year.

5. Absence on account of jury duty shall be regarded as authorized absence from duty. Advance notice of jury duty must be submitted to the Superintendent or his/her designated representative. Employees called to jury duty shall turn over to the school district any fees for services in connection with jury duty. It is understood, however, that

the employee called to jury duty shall return either payment for such service or be paid by the employer, whichever is greater.

6. In the event that an employee who is designated as a less than twenty (20) hour employee is in fact regularly scheduled to work twenty (20) hours per week or more for a period of three (3) consecutive months, he/she shall be considered a twenty (20) hour per week or more employee for the purposes of the benefits reflected in this Article, retroactive to the period when such additional working hours were first assigned. Such employee shall remain as a twenty (20) hour per week or more employee for the balance of that school year. However, the District reserves the right to return such employee back to a fifteen (15) hour per week employee by providing notice to that effect at any time prior to the opening of a new school year.

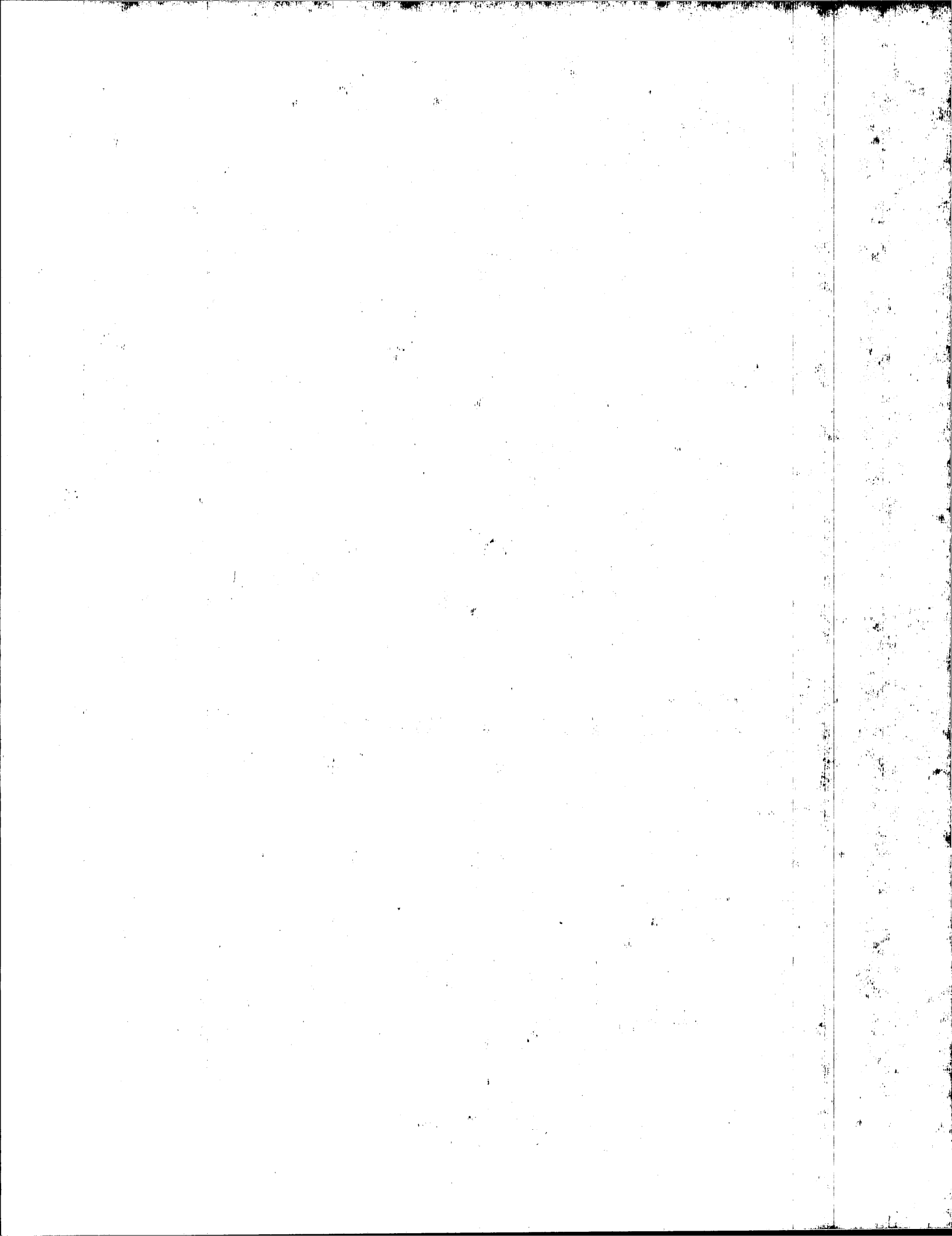
7. The District shall create a sick leave bank with a maximum of one hundred (100) days. Unit members have the option to donate one (1) day per year to the bank. The Association and the District shall jointly determine eligibility to use days from the sick leave bank.

ARTICLE VIII - ABSENCES WITH LOSS OF PAY

1. A. Personal Leave - Permanent employees are eligible to take leave of absence without pay, for a maximum period of one year, provided it is not, in any way detrimental to the school program, upon written request to and approval of employer. The conditions under which a person returns to full time employment shall be established at the time approval of such leave is granted, such conditions to be at the discretion of the Superintendent of Schools with the approval of the Board of Education.

B. Child Care Leaves

1. A leave of absence without pay, for a maximum period of one year from the commencement of the leave may be granted to any full time employee after a minimum of three years of service, upon application, and upon favorable recommendation of the Superintendent of Schools and approved by the Board, which approval shall not be unreasonably withheld, for the purpose of caring for a child whether natural or adopted by the employee. In the case of a leave to care for an adopted child, the leave shall commence upon the entry of an order by an appropriate court granting custody of the child to the employee.
2. A written request for a child care leave must be submitted to the Superintendent of Schools no later than ninety (90) days prior to the date requested except in the case of an appropriate court granting custody of the child to the employee.
3. A child care leave shall be of such duration that the time of return of the employee from leave shall coincide with September 1st of any school year. An employee intending to return on the date specified must notify the Superintendent of that intention no later than five months prior to the scheduled date of return.
4. An employee returning from child care leave shall be placed on the step of the salary schedule for which he/she was eligible when he/she went on leave.



2. Salary deduction for each day of unexcused absence shall be considered to be 1/200 of the annual contract salary.

3. Covered employees injured on the job who are disabled to the extent that they are unable to work shall be eligible to receive the difference between Workers' Compensation benefits and their full salary in order that covered employee will not suffer loss of income for a period not exceeding the number of an employee's sick days. Thereafter, Workers' Compensation benefits will be paid as determined by the Workers' Compensation Board.

Upon return from a leave due to injuries on the job which are covered by Workers' Compensation insurance employees shall have their sick time recredited as determined by the Workers' Compensation Board awards on a pro-rated basis.

For example, if the Workers' Compensation award equals \$12 per day and the employee earns \$24 per day, the employee will receive a credit of one-half (½) sick day each day that has been awarded at \$24 per the Workers' Compensation Board. This is not to exceed the number of accumulated sick days. It is clearly understood the employer will seek full reimbursement for all wages paid in the event of a schedule loss award or facial disfigurement award. The maximum total leave granted an employee injured on the job and covered by Workers' Compensation and found to be disabled to the extent that they are unable to work by the Workers' Compensation Board shall not exceed thirteen (13) weeks or sixty (60) days.

In addition to the conditions indicated, it will be necessary to follow the following procedures in order to be eligible for any sick day restoration due to on the job injuries

covered by Workers' Compensation:

- A. Injuries on the job must be reported immediately to the supervisor (Principal, if possible) or a note should be left, if supervisor is not present.
- B. An Accident Report form must be filled out within forty-eight (48) hours of the injury unless this is impossible.
- C. Emergency Room or hospital treatment must be obtained and this must be charged to Triad, Inc., not Blue Cross/Blue Shield or any other insurance.
- D. Any recurrent injury must be reported, refiled, and emergency room treatment or new physician's statement certifying the recurrent injury must be obtained.
- E. The District reserves the right to have the patient examined periodically by the District's own physician to determine the legitimacy of the claim.
- F. Any Workers' Compensation received as payment for lost time for days of absence from work for which the employee is fully paid shall be credited to the school district treasurer.

ARTICLE IX - HEALTH INSURANCE

For the entire term of this Agreement, the District will make available to eligible employees who work twenty hours health, hospital and dental insurance similar to that currently available to eligible employees. When two employee spouses have health insurance from the District, they will be eligible only for two individual plans or a single family plan (if dependent children are covered). If the employee does qualify, then the Board shall assume the cost of family coverage at the following rates:

For six (6) hour per day employees and higher - the District shall contribute seventy-five

(75%) percent toward premiums for individual and family coverage.

For employees working at least four (4) hours per day, but less than six (6) hours - the District shall contribute fifty (50%) percent of the premiums toward individual coverage and thirty-five (35%) percent of the difference between individual and family coverage.

ARTICLE X - DENTAL AND LIFE INSURANCE

1. After one year of continuous service all employees who work twenty (20) or more hours per week may select to have individual employee dental plan coverage. Unit members shall contribute \$10.00 per month towards such coverage. Members of the bargaining unit who were previously provided with individual dental plan coverage at no cost will continue to receive such coverage at no cost.

2. Any member of the bargaining unit who has provided at least one year of consecutive service in the Baldwin Union Free School District will receive, without premium expense to the employee, a life insurance policy of \$9,000 for employees who work four (4) hours or more per day and \$2,500 life insurance for the part-time employees, in accordance with the insurance coverage in effect for employees of the Baldwin Union Free School District.

ARTICLE XI - RETIREMENT

The Board shall provide the career retirement plan, Section 751 of the Retirement and Social Security Law.

ARTICLE XII - PHYSICAL EXAMINATIONS

For the protection of the individual employee, his/her fellow workers, the students and the community, it is hereby agreed that each employee of the unit shall undergo a

physical examination annually and submit the results of said examination to the Superintendent of Schools.

1. Concurrent with appointment as a probationary employee but prior to the beginning of his/her duties and thereafter on an annual basis, the employee shall be required to have a complete physical examination either by the employee's own physician at his/her own expense or if requested, by a school physician. A special form for this purpose shall be provided. If the examination is performed by the employee's physician, the District will reimburse the employee for the co-payment.
2. All covered employees must undergo an annual "Tine Test" which will be provided by the District if performed by District physician. Should hepatitis shots be required, they will be provided by the District at no cost to the employee. The District may require an employee to undergo a physical examination at any time.

ARTICLE XIII - GRIEVANCE PROCEDURE

1. Definition

- A. A grievance is a claim by a school lunch worker in this negotiating unit stating that there has been a violation of one or more provisions of this agreement.
- B. It is the intent of these procedures to provide for the orderly settlement of grievances in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to resolve problems.
- C. An employee shall have the right to present grievances in accordance

with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

D. The function of these procedures is to assure compliance with this contract. They are not designed to be used for changing such rules or establishing new ones.

2. Procedural Steps

The primary purpose of the grievance procedure set forth below is to secure the equitable resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

A. First Stage: The first procedural stage shall consist of the employee's oral presentation of his or her alleged grievance to his or her immediate supervisor within seven (7) calendar days after the occurrence of the alleged grievance.

The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

B. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven (7) calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage

one was conducted. Thereupon the principal or administrator shall hold a hearing within seven (7) calendar days at which the employee and his/her representative shall appear and present oral and/or written statements or arguments. The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven (7) calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and to the employee involved.

C. Third Stage: The aggrieved shall request an informal hearing with the Superintendent of Schools within seven (7) calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven (7) calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven (7) calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

D. Fourth Stage: If the grievance is still unresolved, the aggrieved employee may, within seven (7) calendar days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The review by the Board of Education shall be the final step in the grievance procedure. The within grievance procedure, following its exhaustion, does not exclude any remedy otherwise

available to the parties by law and/or regulation. For purposes of pursuing such other legal remedies to which a statute of limitation applies by law or regulation, the parties agree that the final determination of the grievance by the Board of Education shall mark the start of time for the commencement of the cause of action or proceeding.

3. Time Limits

A. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal of such grievance under this agreement shall be barred.

B. The time limits specified in any step of this procedure may be extended by mutual written agreement of the parties.

ARTICLE XIV - DURATION

1. The provision of this contract shall be effective as of July 1, 2002 and shall remain in full force and effect through June 30, 2005.

2. Upon written request of either party, a mutually acceptable meeting date shall be set forth for not less than fifteen (15) days following such request for the purpose of opening negotiations of the agreement for the ensuing fiscal year(s). All issues proposed for negotiation shall be simultaneously submitted by the parties in writing at the first meeting. All subsequent meetings shall be called at times and in a place mutually agreeable to the parties.

3. Neither the Association nor any employee represented by it shall strike against the District, assist or participate in any such strike, or impose an obligation to conduct,

assist or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown by such employees or association.

ARTICLE XV - LONGEVITY COMPENSATION

Longevity benefits for full time employees shall be added to the covered employee's salary as described below:

After 10 years Baldwin Service - \$300.00

After 15 years Baldwin Service - \$250.00

Note: Four (4) and five (5) hour employees receive 75% of the above and six (6) hour employees receive 100% of above.

ARTICLE XVI - SALARY

The Salary Schedules shall be amended by providing for the following increases for each year of the three year agreement:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Step 1	30¢	30¢	30¢
Step 2	30¢	35¢	35¢
Step 3	30¢	35¢	35¢
Step 4	35¢	35¢	35¢
Step 5	40¢	40¢	40¢
Ass. Cook	45¢	45¢	45¢
Cook	45¢	45¢	45¢
Head Cook	50¢	50¢	50¢

*A bonus of up to 1% will be provided if the cafeteria operation shows a profit at the end of the 2002-2003 school year, the 2003/2004 school year and/or the 2004/2005 school year for all employees and anyone who retired at the end of that school year (partial work year will receive pro-rated bonus). The computations will be as follows:

\$2,500 profit generates a 1/8% bonus

5,000 profit generates a 1/4% bonus

7,500 profit generates a 3/8% bonus

10,000 profit generates a 1/2% bonus

15,000 profit generates a 3/4% bonus

20,000 profit generates a 1% bonus

Note: New capital equipment costing over \$1,000 purchased to expand the school breakfast or lunch program will not be charges against the cafeteria funds for purpose of this bonus.

SALARY SCHEDULE

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
Step 1	\$ 9.78	\$10.08	\$10.38
Step 2	\$10.12	\$10.47	\$10.82
Step 3	\$10.49	\$10.84	\$11.19
Step 4	\$10.71	\$11.08	\$11.43
Step 5	\$11.28	\$11.68	\$12.08
Asst. Cook	\$12.83	\$13.28	\$13.73
Cook	\$14.03	\$14.48	\$14.93
Head Cook	\$14.53	\$15.03	\$15.53

ARTICLE XVII - AGREEMENT NOTICE


Pursuant to Section 204-A of the New York State Civil Service Law ("Taylor Law") the following notice is included in this agreement:

"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 THEREAFTER, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XVIII - SEPARABILITY

If a Federal or New York law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

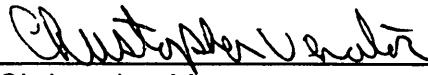
IN WITNESS WHEREOF, the parties hereto set their hands and seals this 11th day of June, 2003.




Dr. Kathy Weiss
Superintendent of Schools



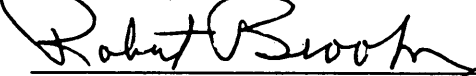
Dr. Lee Chapman
Deputy Superintendent
Administration



Christopher Venator
School Attorney



Julie Guando
President, School Lunch Unit



Robert Brooks
CSEA Collective Bargaining Specialist