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Union: **New Paltz Central School District Cafeteria Workers, Communications Workers of America, AFL-CIO**

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Contract Agreement Between

New Paltz Central School District Cafeteria Workers

And

The Communications Workers of America AFL-CIO

March 1, 2003 - June 30, 2007

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MAR 29 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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UNDERLINE ITEMS DENOTE CONTRACT LANGUAGE CHANGES

ARTICLE 1: RECOGNITION

SECTION 1. *The District hereby recognizes the Communications Workers of America, AFL-CIO as the exclusive bargaining agent for a unit including all regularly employed full- and part-time workers, including cook managers, cooks, assistant cooks, school lunch cashiers, food service helpers, and excluding the school lunch director, head cook and any other employees.*

ARTICLE 2: DEFINITIONS

SECTION 1. Regularly employed full-time employees are defined as those employees who work all students attendance days and conference days when required and thirty (30) hours or more per week.

SECTION 2. Regularly employed part-time employees are defined as those employees who work less than thirty (30) hours per week during the work year as defined in Section 1.

SECTION 3. All employees are hourly paid employees.

SECTION 4. It is understood that throughout the Agreement, the term "employee" only includes regularly employed full-time employees, **except where part-time employees are specifically included in a specific section.**

SECTION 5. Regularly employed employees shall not be entitled to benefits until completion of thirty (30) continuous days of work.

**ARTICLE 3: GENERAL CONTRACT PROVISIONS
/ CONFORMITY TO LAW**

SECTION 1. In the event that any provisions of this Agreement is found to be contrary to law, then such provisions shall be deemed valid and binding only to the extent permitted by law, and all other provisions shall continue in full force and effect.

SECTION 2. The Union agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be re-opened on any item, whether contained in this Agreement or not, during the life of this Agreement unless both parties mutually agree to do so in writing.

SECTION 3. It shall be the prerogative of the District to initiate new policies not affecting or changing matters contained in this Agreement.

ARTICLE 4: DUES DEDUCTIONS

SECTION 1. (A). The New Paltz Central School District agrees to deduct from the salaries of all **full-time and part-time** employees designated in the Recognition Clause dues for the Communications Workers of America and its affiliates and to transmit the monies to the Communications Workers of America to the address designated by them. Dues deduction authorizations shall be in writing on the proper forms issued by the Communications Workers of America.

(B). The form shall require all **full-time and part-time** employees to waive all rights and claims to monies so deducted and transmitted in accordance with the authorization and shall relieve the Board and all of its officers and its agents from any liability thereof.

SECTION 2. The Communications Workers of America shall receive a check for its dues from the District by the fifteenth (15th) of each month for dues collected in the preceding month.

SECTION 3. If the membership organization should change the rate of its dues, the Communications Workers of America shall give the District thirty (30) days notice prior to the effective date of such change.

SECTION 4. Dues deductions referred to in Section 1 above shall be made in the following manner:

- The total annual membership dues above shall be deducted in twenty-two (22) equal installments.
- Ten (10) month employees and part-timers will have deductions made in equal installments over the number of applicable pay periods. Part-time employees will be prorated on their weekly base pay.
- The Communications Workers of America shall provide the District with a list and the originally signed dues deduction cards of those new employees or members who have voluntarily authorized the District to deduct for the Association named in Section 1 above.

SECTION 5. The Communications Workers of America will provide the District with the name of their Secretary/Treasurer. The Secretary/Treasurer shall handle all membership concerns.

SECTION 6. The District will supply the Communications Workers of America monthly, an activity report (new hires, retirees, dismissals, leaves of absence or unpaid leave).

ARTICLE 5: JURY DUTY LEAVE

SECTION 1. Any **full-time and part-time** employee summoned to perform jury duty shall be granted a temporary leave of absence with full pay **for up to a maximum of ten (10) days**. This temporary leave of absence will not be charged to any form of leave contractually granted.

SECTION 2. It is understood that whenever possible, a **full-time and part-time** employee shall delay or schedule jury duty so as to minimize conflict with regular school activities.

SECTION 3. Any **full-time and part-time** employee on jury duty shall, upon receipt of the summons, notify their immediate Supervisor.

SECTION 4. **All full-time and part-time employees** shall present to the District a certificate from the clerk of the court stating the date jury duty began and the date jury duty ended.

SECTION 5. Deleted.

SECTION 6. Any **full-time and part-time** employee who feels that jury service will interfere with professional commitments to the District may request a letter of excuse from the Superintendent to be sent to the clerk of the court.

SECTION 7. **Any full-time and part-time** employee excused from jury duty before noon on any day of jury service is expected to report for work the remainder of the scheduled day.

ARTICLE 6: SICK LEAVE

SECTION 1. Employees will accumulate one (1) sick day per month to a maximum of ten (10) sick days per year for full-time employees and one-half (1/2) sick day per month to a maximum of five (5) sick days per year for part-time employees. This provision will become applicable effective July 1st, 2001. All sick days can be accumulated up to one hundred and eighty (180) days in total. Additionally, the District agrees to enroll in and assume the cost of the New York State Disability Plan.

SECTION 2. The District reserves the right to request a written statement supported by a doctor's certificate after three (3) days of successive absence or at any time if there is suspected employee abuse. A nominal fee not to exceed the doctor's office visit less any amount reimbursed through insurance shall be paid by the District to defray the cost of this certificate.

SECTION 3. Any employee shall be able to transfer sick leave up to a maximum of two (2) days to any other employee who has used up all accumulated sick leave per annum. The employee shall notify the District within three (3) days following termination of accumulated sick leave if a donation is forthcoming. A form will be provided by the District for the donation of leave. It is understood that each employee who transfers a sick leave day will transfer an amount equal to the regular number of hours that the employee works each day. **A full or part-time employee shall be able to request to transfer more than two (2) days in cases of severe illness. The District shall make the determination of this request on a case-by-case basis. The District will meet with an employee (and a union representative if desired) prior to making a determination on this request.**

SECTION 4. Any employee may elect to receive an amount equal to one (1) day's pay for each of the first five (5) days not used.

SECTION 5. Upon retirement, twenty-five dollars (\$25.00) for each day will be paid up to one hundred and eighty (180) days.

SECTION 6. Deleted.

ARTICLE 7: BEREAVEMENT LEAVE

SECTION 1. In the event of a death in an employee's immediate family, both full-time and part-time employees may take up to five (5) days bereavement leave with pay. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or significant other residing in the household.

SECTION 2. In the event of a death of an aunt, uncle, niece, nephew, grandchild, brother-in-law or sister-in-law, said employee may take up to three (3) days bereavement leave with pay.

ARTICLE 8: EMERGENCY LEAVE

SECTION 1. Emergency leave may be granted at the discretion of the Superintendent or his or her designee. An emergency is defined as an unexpected event of severe nature which occurs during the employee's normal workday and which is of a short duration. Emergency leave is with pay. The employee will be expected, however, to make up an equivalent amount of time, the schedule of which must be agreed upon between the employee and his/her immediate supervisor. **This section shall apply to both full-time and part-time employees.**

ARTICLE 9: PERSONAL BUSINESS LEAVE

SECTION 1. Only full-time employees may be granted two (2) business leave days a year with pay at the discretion of the Superintendent of Schools or his or her designee.

SECTION 2. Requests for business days must be received at least two (2) days, when possible, prior to the date requested and must state the reason for the request. Such requests may be placed in a sealed envelope, marked "Confidential – Attention Superintendent".

SECTION 3. Business leave shall be used only for business that cannot be done outside of the regular workday or workweek, such as:

- a. court appearances;
- b. house closings;
- c. consultation with a lawyer.

SECTION 4. **Any unused personal business leave days as of June 30th will be converted to sick days on July 1st.**

ARTICLE 10: FAMILY LEAVE

SECTION 1. In the event of severe illness in any **full-time and part-time** employee's immediate family, (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law and grandparents), said **full-time and part-time** employee will be granted a family leave of up to five (5) days with pay if he/she has unused sick days. If it is an aunt, uncle, niece, nephew, or significant other residing in the household, then, three (3) days with pay if he/she has unused sick days will be granted. If the **full-time and part-time** employee has no accumulated sick days, family leave will be granted without pay at the discretion of the Superintendent of Schools. The annual number of days, which any **full-time and part-time** employee may use, shall not exceed five (5) days.

SECTION 2. If additional family leave days are requested, the Superintendent of Schools or his or her designee may grant them without pay.

ARTICLE 11: LEAVE OF ABSENCE

SECTION 1: Any **full-time and part-time** employee may be granted a leave of absence, without pay, not to exceed one (1) year, with the approval of the Superintendent of Schools. Except in cases of emergencies, such leave requests must be submitted, in writing, to the Superintendent and the Board of Education, at least six (6) weeks prior to the desired leave date.

SECTION 2: A leave of absence will not be used in the computation of **a full-time and part-time** employee's length of service.

SECTION 3: the full-time and part-time employee when ready to return to work will give a four (4) week notice. If the **full-time and part-time** employee fails to return to work on the leave return date, the **full-time and part-time** employee shall be deemed to have voluntarily quit from his/her position, and there shall be no requirement for the employer to conduct a hearing regarding such matter. A permanent placement will be made in this position after the **full-time and part-time** employee is terminated.

SECTION 4: The School District will return the **full-time and part-time** employee to a position within the job title held previously to taking the leave of absence if the job title is still in existence. If the position within the job title is unavailable due to reduction in staff, the **full-time and part-time** employee returning from a leave of absence will be allowed to replace the least senior **full-time and part-time** employee within the same job title if the **full-time and part-time** employee has greater seniority than the **full-time and part-time** employee being replaced.

SECTION 5: Any **full-time and part-time** employee on an unpaid leave of absence for over six (6) months during the employer's fiscal year (July 1 through June 30) shall not be eligible for the negotiated increase for the following year.

ARTICLE 12: HEALTH INSURANCE

SECTION 1. The Board of Education of the New Paltz Central School District of the State of New York elects to participate as a participant employer in the State Employee's Health Insurance Plan (or another insurance plan providing comparable coverage in which case the District would negotiate the impact of such a change) and includes in such plan all full-time unit employees, as defined in Article 2, and/or retired unit employees hired before July 1, 1979, subject to and in accordance with the provisions of Article 7 of the Civil Service Law and the regulations of the Health Insurance Board, as presently existing or hereafter amended, together with such provisions of the insurance contracts as may be approved by the Health Insurance Board and any administrative rule or directive governing the plan.

SECTION 2. The Board of Education agrees to contribute toward health insurance at the rate of ninety-five percent (95%) effective July 1, 1989 toward individual coverage; and eighty-five (85%) effective July 1, 1989 toward dependent coverage, on the State Employee's Health Insurance Plan for all employees as stated in Section 1, above.

SECTION 3. To retain coverage while on a non-salaried leave, the employee must assume all costs and pay for the coverage.

SECTION 4. Employees hired after July 1, 1979 who subsequently retire may remain the plan if they assume the full cost for such coverage.

SECTION 5. In reference to Section 1 above, the parties agree that the District may substitute the alternative Educational Health Insurance Consortium Plan in place of the State Employees' Health Insurance Plan without any further negotiations obligation.

SECTION 6. On or before May 1st of each school year, unit members who are eligible for health insurance shall inform the District of their decision to opt out of the District's health insurance plan effective July 1st. In return for opting out, the unit member shall receive a payment **of seven hundred dollars (\$700) in 2003-2004, eight hundred dollars (\$800) in 2004-2005, nine hundred dollars (\$900) in 2005-2006, one thousand dollars (\$1000) in 2006-2007. This payment shall be made in twenty (20) equal payments through payroll from October through June of the year in which the insurance is declined. This payment shall be prorated when the full-time and part-time employee leaves the District.**

SECTION 7. **Employees who are not covered by the District for health insurance may purchase health insurance through the District by paying one hundred percent (100%) of the cost for such insurance, provided the health insurance company has no objections.**

ARTICLE 13: USE OF EMPLOYEE'S CAR

SECTION 1. When **a full-time and part-time** employee's car is used for transportation purposes in connection with work and at the request of the Superintendent, or his/her designee, compensation will be at the rate authorized by the Board of Education determined at the reorganization meeting.

ARTICLE 14: OVERTIME

SECTION 1. Full-time and part-time employees who work more than forty (40) hours per week will be paid at the rate of time and one half (1 ½) their regular wage rate.

SECTION 2. Work performed on a holiday shall be compensated for at two (2) times the unit member's regular rate of pay.

SECTION 3. There shall be no pyramiding of overtime.

ARTICLE 15: SNOW DAYS - DELETED

ARTICLE 16: RELIGIOUS LEAVE

SECTION 1. Any employee will be granted days off for religious observance(s) only when the religious tenets of the employee prohibit them from working. This will be unpaid leave unless the employee charges such days against personal leave. In any event, the maximum leave time available under this provision is three (3) days per annum.

ARTICLE 17: TERMINATION OF SERVICE

SECTION 1. Any full-time and part-time employee who resigns must give the District at least two (2) weeks notice of his/her intent to resign prior to the effective resignation date.

The full or part-time employee must work during these final two (2) weeks, except that they may use up to two (2) sick days, (if they have two sick days remaining). A full or part-time employee may use additional sick time (beyond the two days) from their annual allotment provided they extend their last day by the same amount of time, (i.e. if three sick days are used, they must give two weeks plus one day notice, four sick days equals two weeks plus two days notice, etc.)

Any full-time and part-time employee who fails to comply with the two (2) week notice provision will lose two (2) days pay from their final paycheck.

SECTION 2. All ***full-time and part-time*** employees will receive four (4) weeks notice in the event of a lay-off. This provision does not apply to lay-off for disciplinary reasons.

ARTICLE 18: TUITION AID PLAN

SECTION 1. If the District sends a unit member to school or training, the District will pay the full cost of any fees or tuition and shall reimburse the employee for the necessary and reasonable expenses necessitated by such attendance, provided that the District has authorized such expenditures in advance. The District will provide work schedules to accommodate educational opportunities sponsored by the District, which are available to unit employees.

SECTION 2. Bargaining unit members who wish to voluntarily attend an employment related course that mutually benefits both the District and the members (as determined by the School District) shall be reimbursed tuition fees only upon successful completion of the course. To be entitled to this benefit, the Superintendent of Schools or his/her designee must approve the course work in advance, in writing.

ARTICLE 19: EMPLOYMENT POSITIONS

SECTION 1. An announcement of all vacancies and newly created positions, legal notices (e.g., civil service tests, board meetings, etc.) will be posted on the appropriate bulletin boards at all reporting locations. The posting shall include the intended, reporting location(s), hours of work and shift, if applicable. Postings shall be made at least five (5) working days in advance of closing date for filling the position, the day of testing or meeting. Volunteers from within the unit will be given an opportunity to apply for and be given an interview for any vacant position that is covered by the Collective Bargaining Agreement. However, the District is not obligated to select any such volunteer.

SECTION 2. ***A notice of any openings that become available during the summer shall be sent to up to two (2) different e-mail addresses provided by the CWA.***

ARTICLE 20: SALARY – MOVED TO ARTICLE 30

ARTICLE 20: DISCIPLINE

SECTION 1. All **full-time and part-time** employees shall have the right to have a Union representative at any meeting that could lead to discipline up to including dismissal.

SECTION 2. Where the District imposes, or intends to impose discipline, it shall advise the **full-time and part-time** employee of his/her right to have a Union representative, as witness or as an advisor, during such meeting(s).

SECTION 3. The **full-time and part-time** employee and/or the Union may request, and receive a copy of any recordings of a disciplinary meeting or charges made against the employee

SECTION 4. Upon request and with reasonable notice, any **full-time and part-time** employee shall have an opportunity to review and examine his/her personnel file. The District has the right to have such review and examination take place in the presence of a designated official. The District shall honor the request of any **full-time and part-time** employee for one (1) copy, at the standard fee, of pertinent documents from his/her file. If any material is placed in one's personnel file, a copy of such material must be sent to the **full-time and part-time** employee who may then file a written response of reasonable length to be attached and retained with the material in question in his/her personnel file. Such a response must be received in the District Office within thirty (30) calendar days of receipt of the material.

SECTION 5. All bargaining unit members who are permanently appointed to their positions (excluding probationary, provisional and temporary employees) shall not be subject to disciplinary action, unless the employer has a reasonable basis for the discipline. However, the parties agree that a letter of reprimand may be written by the employer and grieved to the highest internal stage of the grievance procedure, but shall not be subject to arbitration under the grievance/arbitration provision of this agreement. The employee shall have the right to attach a written response to any letter or reprimand which is placed in his/her personnel file. Notwithstanding the above, all bargaining unit members hired on or after ratification of this Agreement in non-competitive and labor class positions who are permanently appointed to their positions for a period of two (2) consecutive years (excluding probationary, provisional and temporary employees) shall not be subject to disciplinary action, unless the employer has a reasonable basis for the discipline.

SECTION 6. Pursuant to the provisions of this Article, which shall supersede and be in lieu of any other rights to disciplinary proceedings provided for in statute, or which may be inferred by law, the employer may dismiss or suspend bargaining unit members without pay, subject to their rights, where applicable, to file for arbitration before one of the following arbitrators, who shall be subject to removal from this panel at the demand of either of the parties.

1. Herbert Haber
2. Jonathan Liebowitz
3. David Stein

SECTION 7. The Arbitrator shall be selected upon the basis of first availability, and to the extent practicable, on a rotating basis. If none of the above are available, the parties shall seek the appointment of an arbitrator through the expedited procedures of the American Arbitration Association's Labor Arbitration Panel. The arbitrator, upon finding disciplinary action to be unreasonable, shall have the power to affix some other discipline or decide that no discipline should have been imposed.

SECTION 8. In the event that the discipline imposed by the Employer exceeds that determined by the arbitrator, the back pay that shall be due to the employee shall be subject to an offset for unemployment insurance and substitute earnings, if any.

SECTION 9. In the event that the Employer imposes a discipline of dismissal or suspension without pay in excess of three (3) months, any grievance to enforce the rights provided for in this Article must be filed at the arbitration state of Article 22 of this Agreement, in writing, within ten (10) calendar days of the imposition of the discipline by the Employer. In the event that the discipline imposed calls for less than a three (3) month suspension without pay, a grievance, pursuant to the provisions of this Article may be filed by following the regular procedures of Article 22 of this Agreement.

ARTICLE 21: GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

EMPLOYER: New Paltz Central School District

EMPLOYER / GRIEVANT: Any unit employee as defined in Article 1.

GRIEVANCE: Defined as any violation, misinterpretation, or an inequitable application of a specific provision of this Agreement, excluding all matters otherwise reviewable at law by either a court or an administrative agency.

TIME LIMITS: No grievance may be brought more than thirty (30) calendar days after the occurrence of the act or condition upon which it is based or after the grievant knew or should have known of said act or condition. Any grievance brought after more than the specified number of days shall be deemed to be waived, barred and outside of the grievance procedure. The failure to initiate a grievance within this time limit, or the failure to process a grievance to the next step of the grievance procedure within the time limits set forth, shall constitute a waiver of such grievance, and the grievance shall not be processed through the grievance procedure thereafter. Notwithstanding the above, the time limits for processing disciplinary grievances shall be as set forth as in Article 21, Section 9.

GRIEVANCE FORMAT: All grievances at each stage of this procedure, must state the following:

- The specific contract clause alleged to have been violated;
- The name or names of the aggrieved employees;
- A statement outlining when the District allegedly violated the Collective Bargaining Agreement, in what manner, and what management employees were involved;
- The remedy or redress sought.

Grievances shall be processed on forms mutually agreed to.

GENERAL: The exclusive remedy for disagreements which arise under this Contract concerning its application or interpretation shall be the grievance procedure set forth below.

- Time limits may only be extended by mutual written agreement of the parties;
- If the District fails to respond within the contractual time limits to the Union or its representatives, or if the Union receives no response from the District, then it may pursue the grievance to the next step in the grievance procedure.

SECTION 2: The Union must present the grievance in writing to the immediate Supervisor within thirty (30) calendar days after the occurrence of the act or condition upon which the grievance is based, or within thirty (30) calendar days after the grievant knew, or should have known, of the act or condition upon which the grievance is based for possible resolution. The Supervisor shall meet with the appropriate Union representative within seven (7) calendar days of submission of the grievance and render a written decision within seven (7) calendar days thereafter.

STAGE 2: Within fourteen (14) calendar days of the disposition of the grievance at STAGE 1, the Union representative may appeal the decision in writing, to the Superintendent or his/her designee, who will hold a hearing within fourteen (14) calendar days after the hearing.

STAGE 3: If the Union is dissatisfied with the response at STAGE 2, it may submit the grievance to the Board of Education within fourteen (14) calendar days following receipt of the decision at STAGE 2. This shall be accomplished by sending the grievance and the District's response to the Clerk of the Board, with copies to the Superintendent of Schools. The Board shall hold a hearing within twenty-one (21) calendar days after receipt of the grievance and a written decision shall be rendered within fourteen (14) calendar days of the hearing.

STAGE 4: C.W.A., Local 1120, shall file the Demand to Arbitrate before one of the arbitrators listed in Article 21, Section 6, pursuant to the process described in that Article at Sections 6 & 7.

The arbitrator shall be without power or authority to make any decision that requires the commission of any act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement; provided, however, that the arbitrators powers in a disciplinary case shall be governed by the provisions of Article 21, Sections 7 & 8.

The cost of the services of the arbitrator will be divided equally between the District and the Union.

The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 22: SPECIAL FUNCTIONS & ADDITIONAL ASSIGNMENTS

SECTION 1. The District reserves the right to assign any **full-time and part-time** employee to work such extra functions by Sections 2, 3 and 4. Teacher Conference days are considered as a special function outside of the normal work year schedule.

SECTION 2. An overtime list will be established and posted weekly (made up in inverse seniority down to senior person).

SECTION 3. Involuntary assignments will be by low person on overtime list.

SECTION 4. All overtime assignments will be offered by the overtime list.

SECTION 5. *A full or part-time employee who works sixty-one (61) or more consecutive days at a higher job class shall be entitled pay at the higher job title, step 1, from day sixty-one (61) forward.*

SECTION 6. *A full or part-time employee who works in catering, outside of normally scheduled hours, shall be paid the higher of ten dollars (\$10.00) / hour or their regular rate of pay.*

ARTICLE 23: **DRESS CODE**

SECTION 1. All cafeteria employees must at all times be in approved uniforms and white shoes (both full and part-time employees).

SECTION 2. *There shall be a two hundred ten dollar (\$210.00) allowance toward uniforms.*

A. For continuing full and part-time employees; one-half of the uniform allowance (\$105.00) shall be paid in the first paycheck in November and the other half (\$105.00) shall be paid in the first paycheck in March.

B. For new employees; one half of the uniform allowance (\$105.00) shall be paid after ninety (90) calendar days and the other half (\$105.00) shall be paid after sixty (60) additional calendar days or the first paycheck in March, whichever is later. Both of these payments are to be made only if the end of each time period falls prior to the last working day of the current school year.

ARTICLE 24: **CUSTODIAL ASSISTANCE**

SECTION 1. Help will be provided when requested to lift heavy objects. The in charge person or head cook of the kitchen will be responsible to secure help when needed.

ARTICLE 25: **JOB LOCATIONS**

SECTION 1. All *full-time and part-time* employees will be expected to return to the job positions that they held the preceding year, where practicable (i.e., expectations for reductions in positions or significant changes in the program).

SECTION 2. Voluntary transfers shall be subject to mutual agreement between the supervisor and **full-time and part-time employees.**

SECTION 3. The employer has the right to involuntarily transfer **full-time and part-time** employees on a temporary basis for a period not to exceed five (5) months.

SECTION 4. The District shall have the right to make a permanent involuntary transfer to any **full-time and part-time employee** when the same is used to avoid the necessity of bringing disciplinary charges.

ARTICLE 26: **PAYROLL SAVINGS PLAN**

SECTION 1. The District and the Union will cooperate with one (1) area bank and one (1) credit union for a savings plan for all **full-time and part-time** employees. The District will make payroll deductions and transfer funds for the **full-time and part-time** employee to the institution of their choice.

ARTICLE 27: **SENIORITY**

SECTION 1. In the event of reduction of staff, a seniority policy will be used. Seniority will be by length of continuous service within the bargaining unit. The District shall consult with the Union for the purpose of offering it an opportunity for input.

SECTION 2. Any lay-offs will be done by inverse seniority in each job classification. There shall be separate seniority systems for full and part-time employees. Any full time employee shall have the right to bump into a part-time position within the same job classification, regardless of relative seniority of the least senior part-time employee. Part-time employees shall have no right with respect to full-time employees. Provisional, temporary and substitute employees shall have no seniority rights relative to either full or part-time employees for the purpose of lay-off.

SECTION 3. Any increase in hours offered to full or part-time employees should be offered to the most senior person in the unit, absent a negative disciplinary record.

ARTICLE 28: CONTRACTING

SECTION 1. **SUB-CONTRACTING:** The parties agree that the School District may sub-contract the work of the bargaining unit to vendors without further negotiations with the union with respect to the decision or the effects, provided, however, that all employees in the bargaining unit at the time of the sub-contract agreement shall remain employees of the School District subject to the terms of this Agreement and any successors hereto. Any employee hired following the effective date of the sub-contract between the District and a vendor, shall be employee of the vendor, but subject to the provisions of this Agreement, which shall be incorporated as a specification of the bid for cafeteria contract services with the understanding that retirement and health benefits cannot be afforded by any vendor pursuant to the programs now in effect for employees of the School District.

ARTICLE 29: LEGISLATIVE AUTHORITY

SECTION 1. **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

ARTICLE 30: SALARY

The following wage tables (Sections 1, 2 and 3) reflect a restructuring of said tables. The column reflecting years to be changed to steps.

SECTION 1. FOOD SERVICE:

STEP	2003- 2004	2004- 2005	2005- 2006	2006- 2007
1	\$8.25	\$8.40	\$8.55	\$8.70
2	\$8.43	\$8.58	\$8.73	\$8.88
3	\$8.62	\$8.77	\$8.92	\$9.07
4	\$8.81	\$8.96	\$9.11	\$9.26
5	\$9.00	\$9.15	\$9.30	\$9.45
6	\$9.20	\$9.35	\$9.50	\$9.65
7	\$9.40	\$9.55	\$9.70	\$9.85
8	\$9.61	\$9.76	\$9.91	\$10.06
9	\$9.82	\$9.97	\$10.12	\$10.27
10	\$10.03	\$10.18	\$10.33	\$10.48
11	\$10.26	\$10.41	\$10.56	\$10.71
12	\$10.48	\$10.53	\$10.78	\$10.93
13	\$10.71	\$10.86	\$11.01	\$11.16
14	\$10.95	\$11.10	\$11.25	\$11.40
15	\$11.19	\$11.34	\$11.49	\$11.64
16		\$11.59	\$11.74	\$11.89
17			\$12.00	\$12.16
18				\$12.42

Unit members who are eligible to advance on the schedule shall do so each year of this Agreement.

SECTION 2. CASHIER / CLERK:

STEP	2003- 2004	2004- 2005	2005- 2006	2006- 2007
1	\$8.71	\$8.86	\$9.01	\$9.16
2	\$8.90	\$9.05	\$9.20	\$9.35
3	\$9.10	\$9.25	\$9.40	\$9.55
4	\$9.30	\$9.45	\$9.60	\$9.75
5	\$9.50	\$9.65	\$9.80	\$9.95
6	\$9.71	\$9.86	\$10.01	\$10.16
7	\$9.92	\$10.07	\$10.22	\$10.37
8	\$10.14	\$10.29	\$10.44	\$10.59
9	\$10.37	\$10.52	\$10.67	\$10.82
10	\$10.59	\$10.74	\$10.89	\$11.04
11	\$10.83	\$10.98	\$11.13	\$11.28
12	\$11.07	\$11.22	\$11.37	\$11.52
13	\$11.31	\$11.46	\$11.61	\$11.76
14	\$11.56	\$11.71	\$11.86	\$12.01
15	\$11.81	\$11.96	\$12.11	\$12.26
16		\$12.23	\$12.38	\$12.53
17			\$12.65	\$12.81
18				\$13.09

Unit members who are eligible to advance on the schedule shall do so each year of this Agreement.

SECTION 3. **COOK / MANAGER**

STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$10.67	\$10.82	\$10.97	\$11.12
2	\$10.90	\$11.05	\$11.20	\$11.35
3	\$11.14	\$11.29	\$11.44	\$11.59
4	\$11.39	\$11.54	\$11.69	\$11.84
5	\$11.64	\$11.79	\$11.94	\$12.09
6	\$11.90	\$12.05	\$12.20	\$12.35
7	\$12.16	\$12.31	\$12.46	\$12.61
8	\$12.43	\$12.58	\$12.73	\$12.88
9	\$12.70	\$12.85	\$13.00	\$13.15
10	\$12.98	\$13.13	\$13.28	\$13.43
11	\$13.26	\$13.41	\$13.56	\$13.71
12	\$13.56	\$13.71	\$13.86	\$14.01
13	\$13.85	\$14.00	\$14.15	\$14.30
14	\$14.16	\$14.31	\$14.46	\$14.61
15	\$14.47	\$14.62	\$14.77	\$14.92
16		\$14.94	\$15.10	\$15.25
17			\$15.43	\$15.58
18				\$15.93

Unit members who are eligible to advance on the schedule shall do so each year of this Agreement.

SECTION 4. For any promotion within the Cafeteria System the following method shall be followed:

Promotion from Food Service Helper to Cashier/Clerk, the **full-time and part-time** employee shall receive at least a five percent (5%) raise. If this is between steps on the progression table, the next higher rate will be effective.

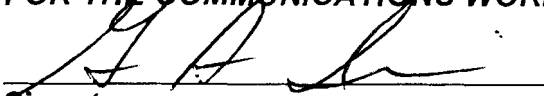
Promotion from Food Service Helper or Cashier / Clerk to Cook / Manager, the **full-time and part-time** employee shall receive at least a ten percent (10%) raise. If this is between steps on the progression table, the next higher rate will be effective. The School District will also recognize training and other added factors and may pay at a higher rated year of the salary schedule.

SECTION 5. Effective July 1, 2001 a fifteen cents (\$.15) per hour longevity will be paid to all **full-time and part-time** employees completing their fifteenth (15th) year of service. Employees will receive twenty-five cents (\$.25) per hour after completing their twentieth (20th) year of service.

ARTICLE 31: DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of March 1st, 2003 and shall continue in effect until and through June 30, 2007.

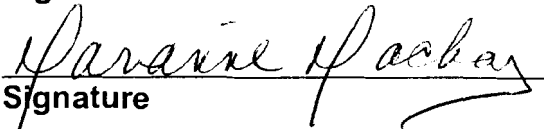
FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:



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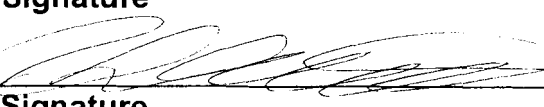


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Date


FOR THE NEW PALTZ CENTRAL SCHOOL DISTRICT:



Signature

2/12/2004

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2/12/04

Date