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**Contract Database Metadata Elements**

Title: **Elmont Union Free School District and Elmont Food Handlers Association (2006)**

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

Union: **Elmont Food Handlers Association**

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **8209**

Unit Size: **29**

Number of Pages: **13**

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CAF/8209

**CONTRACT**

**between the**

**ELMONT BOARD OF EDUCATION  
ELMONT UNION FREE SCHOOL DISTRICT  
NEW YORK**

**and the**

**ELMONT FOOD HANDLERS ASSOCIATION**

**JULY 1, 2006 - JUNE 30, 2009**

**RECEIVED**

JAN 21 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**AGREEMENT** commencing July 1, 2006 and ending July 30, 2009, between the Board of Education of Elmont Union Free School District (hereinafter called the Board) and the Elmont Food Handlers Association (hereinafter called the Association).

**W H E R E I N**

It is mutually agreed as follows:

**ARTICLE I. RECOGNITION AND NO STRIKE PLEDGE**

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A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the Food Service Staff, is hereby recognized as the exclusive bargaining agent for the Food Service Staff for such period as is permissible by law.

B. Food Service Staff: The Food Service Staff shall consist of all head cooks, assistant cooks, food service helpers and per diem workers and excluding all other employees.

C. No Strike Pledge: So long as the Association is the exclusive bargaining agent, as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.

**ARTICLE II. ASSOCIATION MEETINGS WITH ADMINISTRATION**

Association representatives may meet with the Superintendent of Schools or any other member of the Administration designated by him/her at least twice a year.

**ARTICLE III. WAGES AND OTHER FINANCIAL BENEFITS AND DUES**

**CHECK-OFF**

A. Wages:

The salary schedule for unit members shall be increased as follows:

- 55 cents added to each step 1-5 each year of the contract
- 65 cents added to Head Cooks each year of the contract
- 45 cents added to per diems each year of the contract

## B. Other Financial Benefits:

1. **Health Insurance:** For the years July 1, 2006 - June 30, 2009, the Board agrees to pay fifty (50%) percent of the premium for coverage of the individual and thirty-five (35%) percent of the coverage for family plans based on the Statewide option of the Health Insurance Plan under the New York State Employees Health Insurance Program provided they meet eligibility standards. The Board may, at its discretion, implement a new health plan for members of this unit provided that the benefits of the new plan are equal to the benefits of the Empire Plan as of December of the year in which the change is made and provided further that the change has been made for the custodial unit in accordance with the terms and conditions of their contract.

2. **Dental Plan:** Commencing September 1, 2006, the Board will pay three hundred and fifty (\$350.00) dollars per employee per year toward a group dental insurance plan covering each participating unit member who works twenty (20) or more hours per week. Designation of the insurance carrier will require the approval of EFHA and the Board. The Dental Plan will be administered by the district.

3. **Optical Plan:** Commencing September 1, 2006, the Board will pay one hundred and seventy (\$170.00) dollars per employee per year toward an optical plan covering each participating unit member who works twenty (20) or more hours per week. Designation of the insurance carrier will require the approval of EFHA and the Board.

4. **Life Insurance:** Effective September 1, 2003, the Board agrees to provide twenty thousand (\$20, 000) dollars life insurance for each unit member who works twenty (20) or more hours per week. Additional coverage is to be provided at the employee's option and expense.

5. **Retirement:** The Board shall contribute to the New York State Employees Retirement System for eligible employees who elect to join.

6. **Snow Days:** Whenever the Professional Staff is paid for a snow day, the food service employees shall also be paid for said snow day.

C. **Dues Check-Off:** (1) So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the Board shall deduct from the salary of members of the Association who submit dues check-off authorizations in writing to the Board, dues for the Association in an amount to be determined by the Association in accordance with written

memorandum thereof to be filed by the Association with the Board. (2) Should the Association change the rate of its membership dues, it shall give the Board thirty (30) days notice prior to the effective date of such change. (3) The Association shall be permitted to make dues check-off cards available through the schools. These cards, once filed with the Board, shall be considered continuous authorization unless rescinded by an individual member in writing to the Board via the Superintendent's Office, between September 1 and September 15, of any given year. The Association shall be so notified of such rescinding by September 20. The Business Office shall notify the president of the Association of any dues deletions due to resignation and/or layoff. (4) The Association and the staff so designated in this Article shall waive all rights and claims against the Board for the monies so deducted and transmitted to the Association in accordance with their authorization and relieve the Board, its officers, agents, and representatives from any liability therefor.

#### **ARTICLE IV. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE SCHOOL YEARS 2006-2009**

##### **A. Hours:**

1. The working day shall be set by the Superintendent or his designee as determined by the needs of the District.

2. Time worked in excess of eight (8) hours in one day shall be paid at time and one half the regular rate of pay.

3. Time worked in excess of forty (40) hours in one week shall be paid at time and one half the regular rate of pay.

4. A substitute Food Service Handler shall be given the shift with the lesser number of hours. Regular employees shall have first option on additional hours on a shift.

5. A Food Service Handler who substitutes for a Head Cook shall be paid at the Head Cook's rate of pay.

A Food Service Handler who substitutes for an Assistant Cook shall be paid an additional \$1.50 per hour above their hourly rate for the substitution time.

6. Unit employees shall work on parent teacher conference days. The shift shall be four (4) hours in duration and their duties shall be a thorough cleaning of the kitchen and/or other such tasks as determined by the food administrator or her

designee. The four (4) hours referenced herein shall include the serving of breakfast. Employees required to work beyond the four (4) hours referenced herein shall be paid for the additional time at their hourly rate in increments of one-half hour (10 min. equals ½ hour for the purpose of such payment.)

7. Employees required to attend meetings arranged by the District beyond their regular workday shall be compensated for time spent at their hourly rate.

B. Calendar and Holidays: The calendar for each of the years 2006-2009 shall be established by the Superintendent of Schools or his designee depending upon the needs of the district.

Employees shall receive payment at their regular hourly rate for the following holidays: Columbus Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Presidents Day, Good Friday, and Memorial Day.

C. Posting: The unit chairperson shall be notified of all job openings within the unit and all such openings shall be posted in the appropriate space in each building.

## **ARTICLE V. POLICY**

A. Board Prerogative: The establishment of policy is the prerogative of the Board. However, in any case where policy is in conflict with the express terms of this agreement, the express terms of this agreement shall prevail.

## **ARTICLE VI. LEAVES**

A. Personal Leave: Two (2) days leave for personal business are available for all food service employees. Unused personal days are not cumulative. The employee shall be paid for the number of hours he/she would have worked on the day taken, at his/her regular rate of pay. Requests for personal leave which entail a day preceding or succeeding a weekend, vacation or holiday period require express written consent of the Superintendent of Schools.

B. Sick Leave: Seven (7) days of sick leave with payment for the number of hours the employee would have worked on the day taken at the regular hourly rate are available for personal illness or illness in the immediate family. Immediate family is defined as (a) spouse and children; and (b) parent or parent-in-law who reside with employee. Sick days are not cumulative. However, an

employee may receive payment for unused sick days at the end of a school year in accordance with the following schedule:

Use 0	-	payment for 7
Use 1	-	payment for 6
Use 2	-	payment for 5
Use 3	-	payment for 4
Use 4	-	payment for 3
Use 5	-	payment for 2
Use 6	-	payment for 1
Use 7 or more	-	payment for 0

The hours per day shall be the average number of hours worked per day during the school year and the rate shall be the employee's regular rate of pay.

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C. Advancement Clause: Effective July 1, 2007, employees shall be advanced their annual sick and personal leave at the beginning of the school year. The District shall monitor the utilization of these days by unit members as to their advancement and confer with the Association as to any problems which may occur. This Advancement Clause shall sunset with the expiration of this contract term.

D. Bereavement:

(a) There shall be allowed three (3) days absence for death in the immediate

family. Immediate family is defined for this purpose as spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or relative residing in employee's household.

(b) There shall be allowed one (1) day bereavement for the death of an aunt or an uncle.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

### **Definitions:**

1. Employee shall mean any member of the bargaining unit.
2. Administrator shall mean any individual responsible for or exercising any degree of supervision or authority over a member of the bargaining unit.



- A. Chief Administrator shall mean the Superintendent of Schools.
- B. Immediate Supervisor shall mean the administrator to whom the employee is directly responsible.
- 3. Representative shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf without cost to the district.
- 4. Grievance shall mean any claimed violation of the terms of this agreement provided, however, that such term shall not include any matter which, by law, is prohibited from being administered under this article.

Basic Principles:

- 1. It is the intent of these procedures to provide for the orderly settlement of differences in fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- 2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3. An employee shall have the right to be represented at any stage of the procedures by a person of his/her own choice without cost to the District.
- 4. The complainant shall have access to all written statements and records pertaining to such case, as permitted by the Board of Education.
- 5. All hearings shall be confidential.
- 6. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her to make a determination within the authority delegated to him/her within the time specified in these procedures.
- 7. The Association shall have the right to be present at all steps of the grievance procedures which involve the interpretation and application

of the agreement. The Association shall not have this right with respect to grievances asserted by the employee to be personal.

### Procedures:

Step 1 The individual who feels he/she has a grievance will discuss said grievance with his/her immediate supervisor. The grievance will be informally discussed and, if possible, a solution should follow. The claim must be asserted on or before the 30th school day following the day on which the circumstances giving rise to the grievance became known or should have become known to the grievant.

Step 2 If the grievance is not satisfactorily resolved at Step I, a statement by the aggrieved will be forwarded to his/her immediate supervisor. This shall be in writing, shall be known as the "Grievance Statement" and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. Within five (5) school days the immediate supervisor shall notify the grievant or his/her representative, if any, in writing, of the decision and the reasons therefor. A copy shall also be sent to the Superintendent of Schools.

Step 3 If the grievance is not satisfactorily resolved at Step II, a written statement by the aggrieved will be forwarded to the immediate supervisor. The immediate supervisor shall render his/her decision in writing to the aggrieved not later than ten (10) school days after the receipt of the grievance by the immediate supervisor.

Step 4 If the grievance is not satisfactorily resolved at Step III, the aggrieved shall submit his/her grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall render his/her decision in writing to the aggrieved not later than ten (10) school days after receipt of the grievance by the Superintendent of Schools.

### Board of Education

Step 5 After receipt of the written decision rendered by the Superintendent of Schools, the aggrieved may submit his/her grievance in writing to the Board of Education together with records of all previous steps and written notice of such submission shall be given to the Superintendent of Schools by the aggrieved.

The Board of Education, upon receipt of such written request from the employee, shall hold a hearing within thirty (30) days, at which time oral and written testimony or arguments may be presented.

Within ten (10) school days after the close of the hearing, the Board of Education shall, in writing, render its decision, a copy of which shall be sent to the employee presenting the grievance, or, where the employee has designated a representative, to said representative. This shall be the final stage of the grievance procedure.

### **ARTICLE VIII. INJURY ON THE JOB**

On the job injuries must be reported in accordance with the regulations of the Board of Education, the insurance company and the compensation board. Employees eligible to receive workers compensation payments as certified by the Workers' Compensation Board, will be compensated for days absent because of injuries incurred, (and properly reported) on the job as follows:

1. By the Board of Education at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of the injury; however
2. the number of accumulated sick days will not be reduced because of such payments; and
3. the sick leave credits once used in #2 above may not again be used for future absences attributable to the same injury; and
4. the employee will return to the Board of Education any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under #1 above; and
5. the employee will retain compensation received from the insurance carrier for days absent (as a result of on the job injury) in excess of those for which the board has compensated him/her as in #1 above; and
6. the employee shall retain any award granted by the insurance carrier and/or the compensation board in excess of #5 above.

### **ARTICLE IX. UNIFORMS**

A. The District will provide uniforms to the unit through a vendor, selected by the district, who will visit the schools, take measurements, and provide uniforms as follows:

- Slacks, shoes, tops, hair restraints and aprons will be supplied.
- Colors shall be chosen by the school meals manager.
- Proper attire must be worn daily.
- All uniforms are to be cleaned and pressed.
- Shoes should be polished and hair restraints and aprons must be worn.
- The cook shall send home to change any person not in compliance with the uniform requirements.
- No shorts or skorts are permitted.
- Employees will be paid for one (1) hour at their hourly rate if required to travel to another facility to be measured and fit for uniforms.
- Employees sent home for noncompliance with uniform requirements shall be docked for time spent away from the job.

#### **ARTICLE X. HEALTH SANITATION COURSE AND WORKSHOPS**

A. All unit employees shall take the Nassau County Department of Health Sanitation Course and shall renew the resulting certificates every three (3) years. The District shall pay the employee for time spent at the regular rate of pay together with tuition and mileage payments as mileage payments are defined by District Policy.

B. Newly hired employees shall take the Nassau County Department of Health Sanitation Course during their probationary period. A passing grade on the course shall be a condition of employment. The District shall pay the employee for time spent at the regular rate of pay together with tuition and mileage as mileage payments are defined by District policy.

C. Unit members shall attend up to four (4) professional development workshops per year, which workshops shall be arranged by the District. Employees shall receive payment for hours spent at their regular rate of pay.

#### **ARTICLE XI. MISCELLANEOUS PROVISIONS**

A. Employees may take an unpaid leave of absence in accordance with the following conditions:


1. The employee must request the unpaid leave of absence by May 15 of the school year preceding the absence.
2. Granting of the leave shall be at the discretion of the Superintendent or his designee except that permission to take the leave shall not be unreasonably withheld.
3. The duration of the leave shall be one school year, from September 1 to August 31.
4. The employee must notify the District of his/her intention to return by March 1 of the year in which the leave is taken. Failure to notify the District by that date may result in forfeiture of position, at the option of the District.
5. The parties hereto acknowledge that an employee returning from a leave is not guaranteed the same assignment or school he/she had prior to the leave.

B. Employees shall not be responsible for laundering towels or other such materials.


C. The building principal and the head cook shall consult with each other by June 1 concerning the lunch schedule for the ensuing school year.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF EDUCATION  
ELMONT UNION FREE SCHOOL DISTRICT

By:   
Albert L Harper, Superintendent

ELMONT UNION FREE SCHOOL DISTRICT  
FOOD HANDLERS ASSOCIATION

By:   
Susan Edwards, President

Date: September 20, 2007

## SCHEDULE A

### **Food Service Workers and Assistant Cook.**

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Step 1	11.91	12.46	13.01
Step 2	12.20	12.75	13.30
Step 3	12.42	12.97	13.52
Step 4	12.81	13.36	13.91
Step 5	15.22	15.77	16.32
<b><u>Head Cooks</u></b>	19.40	20.05	20.70
<b><u>Per Diems</u></b>	10.45	10.90	11.35

**Longevity** Effective September 1, 2006 each employee shall receive a longevity payment as follows:

- Commencing eight (8<sup>th</sup>) year of service in the district: 50 cents per hour.
- Commencing eleventh (11<sup>th</sup>) year of service in the district: 65 cents per hour

**Assistant Cook** The assistant cook shall receive \$1.50 per hour added to the hourly rate for which they qualify on the food service workers salary.