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**AGREEMENT**

**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, 2006 through JUNE 30, 2010**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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This Agreement is 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 this 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, and 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 purposes 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**

Salaries for the 2006-2007 school year shall be in accordance with the attached schedule.

Actual increases for the school years 2007-2008, 2008-2009 and 2009-2010 will be determined based on the fiscal state of the food service program in the year prior to the salary year, as shown below:

<u>Amount of Profit</u>	<u>Wage Increase Percentages</u>
Less than zero	2.50% + increment movement
0 - \$200,000	3.25% + increment movement
\$200,001+	3.50% + 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 on February 1<sup>st</sup> and after shall have their increment movement as of February 1<sup>st</sup>.

## **SECTION 1B – INCREMENT WITHHOLDINGS AND SPECIAL ADVANCES**

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 in 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 the withholding of increments. Increments shall not be unreasonably denied. Any increment denied may be subject to the grievance procedure.

The Superintendent or his/her Designee(s) 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 FOR MEETINGS OUTSIDE OF 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 (1½) for work in excess of eight (8) hours in a day or forty (40) hours within a work week except for special functions in which they shall be paid time and one-half(1 ½) of their regular hourly rate.

## **SECTION 6 – STARTING SALARIES**

The District may 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 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 of alleged errors or omissions on the list within ten (10) days after posting. 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 – LAYOFFS

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. This shall include consideration of the 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 nine (9) paid sick days each year for personal sickness, which may accumulate up to one hundred twenty (120) days. 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 six (6) paid sick days each year for personal sickness, which may accumulate up to twenty-five (25) days. 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. 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) Graduation by employee or member of employee's immediate family from secondary or post-secondary school
- (B) Home emergency
- (C) Civil Service examination
- (D) Marriage in the immediate family

3. Personal – No explanation required

Employees shall be allowed to accumulate a maximum of five (5) no-explanation-required (Section 3(3)) personal days. These days can be paid at retirement. Retirement is defined as the time an employee stops working for the District and is eligible to receive a pension from the New York State Employees Retirement System. This paragraph shall be in effect only through June 30, 2010.

**SECTION 4 – VACATION**

Employees on payroll who work a minimum of 5 days a week on the following dates shall receive vacation days as shown:

January 31, 2007:	2 vacation days
January 31, 2008:	3 vacation days
January 31, 2009:	4 vacation days
January 31, 2010:	5 vacation days

There shall be no entitlement to vacation days after January 31, 2010.

**SECTION 5 – MISCELLANEOUS LEAVES**

There shall be no entitlement to leave for any reasons other than those set forth in Sections 1, 2, 3, and 4 above. In addition to docking the employee's pay for taking unpermitted leave, the District may discipline the employee, and may choose to terminate the employee by declaring a constructive abandonment of his/her position. Personal leave taken after submitting a request form without appropriate documentation will be considered unpermitted leave.

**SECTION 6 – INCLEMENT WEATHER**

Employees will be paid for up to three (3) days each school year, if school is closed due to inclement weather. In the event that the District determines after 6:00 a.m. that there is a snow day and an employee has already reported to work before that, then the employee shall be entitled to receive additional pay for the time worked.

## SECTION 7 – 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. The limits of coverage shall be as provided in the certificate issued by the insurance carrier. The cost of such insurance coverage shall be borne as follows:

2006-07	62% by the District; 38% by the covered employee
2007-08	63% by the District; 37% by the covered employee
2008-09	64% by the District; 36% by the covered employee
2009-10	65% by the District; 35% by the covered employee

B. 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, except as required by law.

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 recordkeeping or improved efficiency in the operation of the successor providers shall be taken into account in determining whether a 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 this 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. The District will pay the following amounts for group benefits:

GROUP BENEFIT	MONTHLY PAYMENT			
	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Dental	\$51.12	\$57.25	\$57.82	*
Vision	8.90	10.72	10.99	*

\*=To be determined (same rate as that negotiated for other units with the same coverage maintained)

Life Insurance (\$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 8 – RETIREMENT

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

#### SECTION 9 – 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 10 – 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 11 – 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 – DEFINITION

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 terms 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 – ATTEMPT TO RESOLVE

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 – TIMELINES

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 – PROCEDURE

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

### SECTION 5 – SETTLEMENT CONDITIONS

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 – APPEAL TO ARBITRATION

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 – ARBITRATOR'S AUTHORITY

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 contentions or evidence not disclosed to the other in the grievance procedure during arbitration of the grievance.

### SECTION 3 – DECISION OF ARBITRATOR

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

### SECTION 4 – COST OF ARBITRATOR'S SERVICES

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

## SECTION 5 – MULTIPLE GRIEVANCES

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

## SECTION 6 – ARBITRATOR'S POWER

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. Management has the right to monitor employee attendance and work hours, including the right to require that employees punch in and out on time clocks in accordance with mutually agreed-upon guidelines established by the Union and the District. Management has the right to install cameras to secure District property and safety.

## ARTICLE IX MISCELLANEOUS

### SECTION I – 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 is to be determined by the Director of Food Services. Food Service Supervisors must complete the New York State 10-hour sanitation course within one year of their hiring, without compensation. The District will arrange for the training at its expense.

C. Each employee may be required to attend a District meeting/training for one uncompensated two-hour period each school year. 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, without compensation. The District will arrange for the training at its own expense.

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 (3½) 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**

Transfers may be made at any time by the District in its exclusive discretion for administrative or managerial reasons. Upon request, a conference will be held to discuss the transfer with the employee. Such a transfer shall not result in a reduction in hours or hourly rate. Disputes concerning transfers shall not be subject to the grievance procedure.

## **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 Union agrees to work cooperatively with the District Administration in a joint effort to put and keep the school lunch program on a self-sustaining basis.**

## **SECTION 11 – COMPLETE AGREEMENT**

**This Agreement constitutes the complete agreement between the District, the Union, 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 – NO STRIKES**

**The Union, through its officers, affirms that for itself and on behalf of its employees, it does not assert the right to strike against the 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 District.**

## **ARTICLE X LEGISLATIVE ACTION**

**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 THEREFOR, 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, 2006 until the last day of June 2010 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 it is modified by collective bargaining procedures as provided law.

CLARKSTOWN CENTRAL  
SCHOOL DISTRICT

CSEA, INC., LOCAL 100  
AFSCME, AFL-CIO

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

*Susan Maresca*  
\_\_\_\_\_  
Unit President  
Clarkstown Food Service Unit

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

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

**APPENDIX A  
SPECIAL PROVISIONS AND CERTIFICATION**

1. The Senior Food Service Supervisor having responsibility for external (i.e. BOCES) and internal (elementary school warehousing/ordering) programs will receive a \$2.75 per hour stipend.

2. 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	Level 2	\$1.00
Food Service Supervisor	Level 2	\$1.00
Cook	Level 1	\$ .60
Assistant Cook	Level 1	\$ .60
Sr. Food Service Helper	Level 1	\$ .60
Sr. Food Service Cashier	Level 1	\$ .60
Cashier	Level 1	\$ .60
Food Service Helper	Level 1	\$ .60

3. Employees working for special functions shall be paid time and one-half of their regular hourly rate.

**2007- 2008 SALARY GRID FOR FOOD SERVICE EMPLOYEES HIRED PRIOR TO 1998**

<b>SALARY STEP</b>	<b>(A) SR. FOOD SERVICE SUPERVISOR</b>	<b>(B) FOOD SERVICE SUPERVISOR</b>	<b>(C) COOK</b>	<b>(D) SR. FOOD SERVICE HELPER</b>	<b>(E) CASHIER</b>	<b>(F) FOOD SERVICE HELPER</b>	<b>(G) COURIER</b>
<b>1</b>	\$17.65	\$14.87	\$12.70	\$12.10	\$12.05	\$11.76	\$14.18
<b>2</b>	\$17.94	\$15.16	\$13.00	\$12.39	\$12.35	\$12.05	\$14.78
<b>3</b>	\$18.22	\$15.45	\$13.28	\$12.69	\$12.64	\$12.35	\$15.07
<b>4</b>	\$18.52	\$15.73	\$13.57	\$12.98	\$12.94	\$12.64	\$15.36
<b>5</b>	\$18.82	\$16.02	\$13.87	\$13.27	\$13.22	\$12.94	\$15.65
<b>6</b>	\$19.12	\$16.32	\$14.15	\$13.56	\$13.52	\$13.22	\$15.95
<b>7</b>	\$19.39	\$16.62	\$14.44	\$13.86	\$13.80	\$13.52	\$16.25
<b>8</b>	\$19.68	\$16.91	\$14.74	\$14.13	\$14.09	\$13.80	\$16.52
<b>9</b>	\$19.98	\$17.19	\$15.03	\$14.43	\$14.39	\$14.09	\$16.82
<b>10</b>	\$20.26	\$17.49	\$15.31	\$14.73	\$14.67	\$14.39	\$17.12
<b>11</b>	\$20.26	\$17.49	\$15.31	\$14.73	\$14.67	\$14.39	\$17.12
<b>12</b>	\$20.26	\$17.49	\$15.31	\$14.73	\$14.67	\$14.39	\$17.12
<b>13</b>	\$20.26	\$17.49	\$15.31	\$14.73	\$14.67	\$14.39	\$17.12
<b>14</b>	\$20.26	\$17.49	\$15.31	\$14.73	\$14.67	\$14.39	\$17.12
<b>15</b>	\$20.85	\$18.06	\$15.91	\$15.30	\$15.26	\$14.97	\$17.69
<b>16</b>	\$20.85	\$18.06	\$15.91	\$15.30	\$15.26	\$14.97	\$17.69
<b>17</b>	\$20.85	\$18.06	\$15.91	\$15.30	\$15.26	\$14.97	\$17.69
<b>18</b>	\$20.85	\$18.06	\$15.91	\$15.30	\$15.26	\$14.97	\$17.69
<b>19</b>	\$20.85	\$18.06	\$15.91	\$15.30	\$15.26	\$14.97	\$17.69
<b>20</b>	\$21.15	\$18.36	\$16.20	\$15.49	\$15.56	\$15.26	\$17.99

**2007- 2008 SALARY GRID FOR FOOD SERVICE EMPLOYEES HIRED AFTER 1998**

<b>SALARY STEP</b>	<b>(A) SR. FOOD SERVICE SUPERVISOR</b>	<b>(B) FOOD SERVICE SUPERVISOR</b>	<b>(C) COOK</b>	<b>(D) SR. FOOD SERVICE HELPER</b>	<b>(E) CASHIER</b>	<b>(F) FOOD SERVICE HELPER</b>	<b>(G) COURIER</b>
1	\$14.75	\$13.58	\$11.94	\$10.32	\$10.25	\$9.97	\$12.85
2	\$15.04	\$13.88	\$12.24	\$10.62	\$10.55	\$10.25	\$13.14
3	\$15.32	\$14.16	\$12.52	\$10.90	\$10.84	\$10.55	\$13.44
4	\$15.62	\$14.45	\$12.80	\$11.19	\$11.14	\$10.84	\$13.74
5	\$15.92	\$14.75	\$13.10	\$11.49	\$11.42	\$11.14	\$14.03
6	\$16.21	\$15.04	\$13.40	\$11.77	\$11.72	\$11.42	\$14.31
7	\$16.49	\$15.32	\$13.69	\$12.06	\$12.01	\$11.72	\$14.61
8	\$16.79	\$15.62	\$13.97	\$12.36	\$12.30	\$12.01	\$14.90
9	\$17.08	\$15.92	\$14.27	\$12.66	\$12.60	\$12.30	\$15.19
10	\$17.36	\$16.21	\$14.57	\$12.95	\$12.88	\$12.60	\$15.49
11	\$17.36	\$16.21	\$14.57	\$12.95	\$12.88	\$12.60	\$15.49
12	\$17.36	\$16.21	\$14.57	\$12.95	\$12.88	\$12.60	\$15.49
13	\$17.36	\$16.21	\$14.57	\$12.95	\$12.88	\$12.60	\$15.49
14	\$17.36	\$16.21	\$14.57	\$12.95	\$12.88	\$12.60	\$15.49
15	\$17.95	\$16.79	\$15.15	\$13.53	\$13.46	\$13.17	\$16.06
16	\$17.95	\$16.79	\$15.15	\$13.53	\$13.46	\$13.17	\$16.06
17	\$17.95	\$16.79	\$15.15	\$13.53	\$13.46	\$13.17	\$16.06
18	\$17.95	\$16.79	\$15.15	\$13.53	\$13.46	\$13.17	\$16.06
19	\$17.95	\$16.79	\$15.15	\$13.53	\$13.46	\$13.17	\$16.06
20	\$18.23	\$17.08	\$15.43	\$13.81	\$13.76	\$13.46	\$16.35

## 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 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 Appendix.

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 refuses 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, 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 Appendix, 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 the 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 discipline or penalty, that for a period of four months following the completion of treatment, he or she shall be subject to periodic testing for illegal controlled substances and/or alcohol, 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' file unless the parties otherwise agree.



**CLARKSTOWN CENTRAL SCHOOL DISTRICT  
PERSONNEL OFFICE**

**2007-2008 PAID HOLIDAY CALENDAR  
PLEASE POST**

July 4, 2007 (Wednesday)	Independence Day
September 3, 2007 (Monday)	Labor Day
October 8, 2007 (Monday)	Columbus Day
November 12, 2007 (Monday)	Veterans' Day (observed)
November 22, 2007 (Thursday)	Thanksgiving
November 23, 2007 (Friday)	Day After Thanksgiving
December 24, 2007 (Monday)	Christmas Eve
December 25, 2007 (Tuesday)	Christmas Day
December 31, 2007 (Monday)	New Year's Eve
January 1, 2008 (Tuesday)	New Year's Day
January 21, 2008 (Monday)	Martin Luther King Jr. Day
February 18, 2008 (Monday)	Presidents' Day
March 21, 2008 (Friday)	Good Friday
April 21, 2008 (Monday)	Passover
May 26, 2008 (Monday)	Memorial Day

Revised 6-8-07