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CAF / 4502

AGREEMENT

Between

THE ARLINGTON CENTRAL SCHOOL DISTRICT

And

**THE FOOD SERVICE WORKERS
OF
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

RECEIVED

FEB 24 2009

July 1, 2008 – June 30, 2012

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

69

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PREAMBLE

This Agreement, made and entered into by and between Arlington School District hereinafter referred to as the Employer, and The Communications Workers of America, AFL-CIO, hereinafter referred to as the "union", has as its purpose the improvements and promotions of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the amicable resolution of all differences, disputes and grievances; and the establishment and determination of rates of salaries and wages, fringe benefits, hours of work and other terms and conditions of employment. This agreement is in conformance with Article 14 of the Civil Service Law (Taylor Act).

ARTICLE 1: RECOGNITION

SECTION 1. The Employer hereby recognizes the Communications Workers of America, AFL-CIO as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all its employees in the School Lunch Employees Unit.

ARTICLE 2: NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the Union shall discriminate against any employee with respect to any of the forms or conditions of his or her employment on account of race, creed, color, sex, marital status, religion, national origin, sexual orientation, handicap, age or veteran status.

SECTION 2. The use of the male pronoun in this Agreement shall not describe any specific employee or group of employees, but is limited to refer to all employees regardless of sex.

ARTICLE 3: UNION SECURITY

SECTION 1. The Employer agrees to deduct from the regular paycheck of any bargaining unit employee the dues of the Union, or its equivalent. The Employer upon hiring a new employee shall send their name, a copy of their dues authorization, hours of work and salary to the Secretary of CWA, Local 1120.

SECTION 2.

A. Each employee who is a member of the Union on the effective date of this Agreement or any employee entering into the bargaining unit after the effective date of this agreement shall pay or tender to the union periodic dues. For the purpose of this Article "employee" shall mean any person entering into the bargaining unit.

B. Each employee who is a member of the bargaining unit on or before the effective date of this agreement and who on the effective date of this agreement

was not required as a condition of employment to pay or tender to the union periodic dues, shall, as a condition of employment, pay or tender to the union the periodic dues for the period beginning thirty (30) days after the effective date of this agreement, until the termination of this agreement.

The conditions of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following his return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the District and leaves of absence of more than four (4) months duration.

SECTION 3. Dues shall be two percent (2.0%) per week of the basic weekly wage rate, or such other amount as may be certified to the employer by the union at least thirty (30) days prior to the month in which the deduction of the union dues is to be made.

SECTION 4. The deduction of union dues or its equivalent made pursuant to this agreement shall be remitted to The Communications Workers of America, to the address designated by them on a monthly basis together with a list of employees from whose pay such deductions were made. The list shall include each employee's name, social security number, base hours per week, and base earnings for the period and the amount of dues paid including any initiation fees.

SECTION 5. The union hereby agrees to indemnify the employer and hold it harmless from all claims, damages, costs, fees or charges of any kind, which may arise out of the honoring by the District of the dues deduction authorization in accordance with the provisions of this article, and the transmitting of such deducted dues to the union.

ARTICLE 4: *RIGHTS & PRIVILEGES OF THE UNION*

SECTION 1. The union shall have the right to designate representatives of the union as an Officer, Executive Board Member, Chief Steward or Steward who shall not be discriminated against due to their legitimate union activity.

SECTION 2. The designated representatives of the union shall have reasonable access to the employer's premises for the purpose of conferring with Employer, Representatives of the Union and/or employees in the bargaining unit for the purpose of administering this agreement, subject to the conditions stated herein.

SECTION 3. When a union representative wishes to visit the employer's premises he shall advise the Food Service Manager or his designee of his visit and stated purpose. Visits by union representatives to bargaining unit employees shall be such time and under such circumstances so as not to interfere with the normal work operations of the Employer.

ARTICLE 5: *ABSENCE FOR UNION BUSINESS*

SECTION 1. At the discretion of the employer, employees who are authorized representatives of the union shall be excused without pay at the request of an authorized officer of the union to attend to the business of the union. The union shall make all requests to perform union business as far in advance as possible and the employer shall make every attempt to approve the request.

SECTION 2. For the purpose of this article, authorized representatives are defined as Executive Board Member, Chief Steward or Steward.

ARTICLE 6: *BULLETIN BOARDS*

SECTION 1. The employer shall make space available on the bulletin boards for the purpose of posting factual and noncontroversial material, which a designated representative of the union may desire, to post. If management contends posted notices are not within the spirit of this article, the responsible union representatives when available will remove such notice. However, if the union representative is not available, management reserves the right to remove such material.

The union shall provide the bulletin boards where needed, and the employer shall install the bulletin boards as provided. Otherwise, the union shall utilize the steward structure to disseminate information and meeting notices.

ARTICLE 7: *SPECIAL EVENTS*

SECTION 1. Work performed for special events shall be paid at the time and one half (1-1/2) rate for all hours worked. Worked performed during the normal workday, (i.e., prep work, etc.) shall not be considered special event work per this article.

SECTION 2. All special events shall be posted including date, locations, and times. All qualified employees shall be asked by seniority by kitchen.

SECTION 3. Employees on written warning shall not be eligible to work special events.

ARTICLE 8: *EMPLOYEE'S PERSONNEL FILES*

SECTION 1. An employee shall be entitled to inspect and copy material in the employer's personnel file(s) regarding the employee. A single copy of any material in the employee's personnel file(s) shall be provided by the employer at a cost paid for per the current board policy. The employee may inspect the personnel file and copy new material in the file as frequently as is reasonable.

SECTION 2. An employee may designate in writing to the employer, a union representative to inspect his personnel file(s). The employee must be present along with a representative of the school district during the inspection of their personnel file(s).

ARTICLE 9: RIGHT OF EMPLOYEES TO UNION REPRESENTATION

SECTION 1. An employee will be entitled to have a union representative at a disciplinary discussion with a supervisor, when the employee has been informed that the discussion may adversely effect his continued employment or working conditions.

ARTICLE 10: DISCIPLINE

SECTION 1. Discipline of an employee shall be imposed only for just cause. Demotion or removal based upon a layoff or other operational judgment of the employer shall not be construed to be discipline.

SECTION 2. Where the District imposes, or intends to impose discipline, it shall advise the employee of his right to have a Union representative as witness or advisor during such meeting. The District reserves the right to bring written disciplinary charges for any incidents that may have occurred within a prior sixty (60) day period, unless such charges were previously provided to the employee in writing.

SECTION 3. The employee and/or the Union may request and receive a copy of any recordings of a disciplinary meeting or charges made against the employee.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. The intent of this article is to give the school and the union a method for settlement of a disagreement between the parties over the interpretation, application, or claimed violation of any provisions of this agreement. Such a disagreement shall be defined as a grievance under the agreement and must be presented within **ten (10) working days** of knowledge of the alleged grievance not to exceed ninety (90) calendar days after it occurs and shall be executed in accordance with the following steps, time limits and conditions herein set forth.

FIRST STEP: The employee with his assigned Steward (not to exceed two (2) paid employees) shall first orally take up his grievance with his immediate

supervisor, at a mutually convenient time. The supervisor shall give his oral answer to the grievance within **ten (10) working days** after the conclusion of the discussion.

SECOND STEP: If the grievance is not settled in the oral stage, the aggrieved employee may reduce it to writing, on a form to be mutually agreed upon by the school and the union for that purpose. The written grievance shall contain the name of the grievant, date of the incident, section of the agreement allegedly violated, improperly interpreted or misapplied, the facts, which constitute the wrong, and the relief sought by the grievant. The form shall be dated and given to the Business Administrator within **ten (10) working days** after the receipt of the supervisor's oral answer to the grievance. The Business Administrator shall discuss the alleged grievance with the union's Chief Steward, the assigned Steward or the grievant (not to exceed two (2) paid employees if the hearing is held at a time when they are scheduled to work) at a mutually convenient time, within **ten (10) working days** of the date the 2nd step grievance was received.

The Business Administrator shall give his written answer to the Chief Steward of the union within **ten (10) working days** after the conclusion of the discussion.

THIRD STEP: If the grievance is not settled at step 2, the union may appeal it, by giving a written notice of such appeal within **ten (10) working days** after the receipt of the written answer of the Business Administrator, to the Superintendent of Schools, or his designee, who shall discuss it with the union's grievance committee at a mutually convenient time within **ten (10) working days** of the date the 3rd step grievance was received. The union's grievance committee shall be composed of the Executive Vice President, or his/her designee, of the Union, Chief Steward, Business Agent, and assigned Steward, (not to exceed three (3) paid employees if the hearing is held at a time when they are scheduled to work). The Superintendent of Schools, or his designee shall respond in writing to the grievance to the Executive Vice President of the union within ten (10) working days after the conclusion of the discussion. If the school's representative fails to give his oral or written answer within the time limits set forth in any step, the union may appeal the grievance to the next step at the expiration of such time limit.

The parties may agree to waive any step and/or time limit as set forth by mutual consent in writing. A grievance not appealed within the time limits set forth shall be considered settled unless an extension is agreed to in writing. Both the school and the union have the right to designate substitute representatives for any named party except the grievant.

ARBITRATION: **FOURTH STEP:** If the grievance is not settled in the 3rd step, it may be appealed to arbitration, but only in accordance with the following terms and conditions:

1. The grievance must involve the interpretation or application of a specific provision of this agreement, and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this agreement.
2. The appeal to arbitration must be made in writing by certified mail, with a copy to the Superintendent of Schools, within thirty (30) calendar days immediately following the receipt by the Executive Vice President of the union of the third step answer or, if no answer is received, within ten (10) working days after the meeting of the parties in which the grievance was heard at step 3.
3. The submission to arbitration must be to the American Arbitration Association (AAA) in accordance with its voluntary labor arbitration rules in existence at the time the submission is made.
4. The grievance submitted to arbitration must be the same grievance that was submitted to the Superintendent of Schools at the third step.
5. The school and the union will share the cost of the arbitrator's service equally.
6. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not have any authority or power to add to, delete from or modify in any way any provision of this agreement, except that the arbitrator shall have the power to modify on disciplinary cases.

ARTICLE 12: EMPLOYMENT

SECTION 1. The date of employment for school lunch employees shall begin one (1) day before the date set for the opening day of school for the fall term and continue through two (2) days after the last day of attendance for students in the District's elementary schools.

SECTION 2. The employer agrees that all unit employees, who work at least twenty-five (25) hours per week and ten (10) months per year, shall be considered regular full-time employees.

SECTION 3. Regular part time employees will be all unit employees who work at least one (1) hour but less than twenty-five (25) hours per week and ten (10) months per year. All Food Service Helpers will be employed for a minimum of four (4) hours per day.

SECTION 4. Substitute employees shall be hired to a period of time, e.g., to fill a temporary vacancy, not to exceed sixty (60) days in one location or one hundred twenty (120) days district-wide. After the completion of the appropriate time period, an offer of permanent employment will not be unreasonably withheld.

SECTION 5. No non-union bargaining unit employee as defined by this agreement shall be assigned bargaining unit work.

SECTION 6. When employees are appointed to a probationary position, they will be informed in writing of the start and completion of their probationary period. Employees will be informed in writing if they are placed in a temporary or encumbered position. Employees placed in an encumbered position shall have their probationary period run concurrently in the new position.

ARTICLE 13: JOB POSTING AND BIDDING

SECTION 1. The employer shall post all vacant or newly created permanent bargaining unit positions on designated bulletin boards for five (5) consecutive workdays. A copy will be provided to the union leadership. The posting shall include: title, number of hours per day per week, anticipated start/finish times per day and the school to be assigned. A copy of any posting issued during the summer will be forwarded to the union business agent. The District reserves the right to fill positions on a temporary basis for a period not to exceed ninety (90) days. When transferring an employee for longer than five (5) workdays, the District shall notify the employee, in writing, whether the transfer will be permanent or temporary. Any bargaining unit employee will be entitled to apply for and be interviewed, if qualified, for any posted bargaining unit position.

SECTION 2. All promotions and vacancies shall be filled on the basis of seniority and performance, personal application, training and experience; seniority shall not be the sole criteria. New positions shall be open to qualified members of the unit before they are opened to outside personnel.

SECTION 3. Applicants for positions will be notified in writing when the position is filled.

ARTICLE 14: OVERTIME

SECTION 1. Time and one half (1-1/2) the regular rate of pay shall be paid for all hours worked in excess of thirty-seven and one half (37-1/2) hours in any workweek.

Assistant Managers or Managers scheduled a workweek of thirty-five (35) hours per week:

Time and one half (1-1/2) the regular rate of pay shall be paid for all hours worked in excess of thirty-five (35) hours worked in any week for Assistant Managers or Managers.

Assistant Managers or Managers scheduled a workweek of forty (40) hours per week:

Time and one half (1-1/2) the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours worked in any week for Assistant Managers or Managers.

SECTION 2. Overtime is computed in blocks of one quarter (1/4) hour. Whenever possible, notification for overtime shall be given to the employee at least three (3) days in advance.

SECTION 3. When an employee is called from home to work on an emergency basis, a minimum of two and one half (2-1/2) hours will be paid at the overtime rate.

SECTION 4. Compensation for overtime will be made in the regular payroll.

SECTION 5. For the purpose of computing overtime, paid holidays, paid vacation, paid sick and paid personal time, release time for union business and release time for snow days shall be deemed time worked.

SECTION 6. Overtime, including special events will be offered by seniority in the required job titles by kitchen, then by district wide seniority on a rotational basis. The Chief Steward and the District shall maintain the overtime-rotational seniority list.

ARTICLE 15: SCHEDULE OF SALARY PAYMENT

SECTION 1. Salary schedules to be increased as follows:

A. Food Service Helpers; Senior Food Service Helpers; Year 1, 2008-2009, 3.0% plus step; Year 2, 2009-2010, 3.0% plus step; Year 3, 2010-2011, 3.0% plus step; Year 4, 2011-2012, 3.0% plus step.

B. Baker/Cook: Cook/Managers: Year 1, 2008-2009, 3.25% plus step; Year 2, 2009-2010, 3.0% plus step; Year 3, 2010-2011, 3.0% plus step; Year 4, 2011-2012, 3.0% plus step.

C. Unit members will advance one (1) step in each year of the agreement.

D. Longevity will be increased as shown in Attachment A – Salary Schedule.

E. Cook Manager Stipend as shown in Attachment A-Salary Schedule.

SECTION 2. All Assistant Managers and Managers will be considered full ten (10) month employees and will be paid biweekly. All Assistant Managers and Managers shall have the option of selecting a twenty-one (21) or twenty-six (26) week pay period and shall notify the Business Office of their selection prior to the

preparation of the first payroll in September. All other employees will be paid biweekly.

SECTION 3. Any employee performing the duties of a higher classification shall be paid the equivalent of one (1) hour of overtime pay per day, for each day worked at the higher classification, provided the employee is instructed to do so by their supervisor.

SECTION 4. The following payroll deductions are mandated by law and shall be stated on all payroll stubs on a weekly basis:

- Social Security (where applicable)
- Federal Income Tax
- New York State Income Tax
- New York State Disability Insurance

In addition, union dues, pension, health insurance, gifts to the United Fund, Credit Union and electronic transfer.

ARTICLE 16: RETIREMENT PLAN

SECTION 1. Employees who were members of the retirement system prior to July 1, 1976 are non-contributing members. Employees who became members after July 1, 1976 contribute three percent (3%). Minimum retirement age is fifty-five (55). When a member retires with twenty-five (25) years or more service, the basic retirement allowance is one half F.A.S. Members with fewer than twenty-five (25) years of service, retire under the 1/60 plan of the F.A.S. times the years of service.

SECTION 2. All employees who belong to the New York State Employees Retirement System must also be a member of the Social Security System. Any employee who is eligible but does not belong to the New York State Employees Retirement System is not eligible for Social Security Coverage.

ARTICLE 17: VACATIONS

SECTION 1. All Assistant Managers and Manager employees of the School Lunch program shall be given vacation periods during Christmas recess, mid-winter recess, spring recess or Easter recess.

ARTICLE 18: HOLIDAYS

SECTION 1. Assistant Managers and Manager employees shall receive the following holidays:

- Yom Kippur
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving
- Holiday recess as vacation
- Martin Luther King Jr. Day
- Spring recess as vacation
- Good Friday
- Memorial Day

SECTION 2. All Bakers, Cooks and Assistant Cooks will be paid the following holidays at the rate (per day) they would normally receive if worked:

- Yom Kippur
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day

SECTION 3. All Food Service Helpers will be paid the following holidays at the rate (per day) they would normally receive if worked:

- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day

ARTICLE 19: *BEREAVEMENT LEAVE*

SECTION 1. Three (3) days bereavement leave will be granted to any employee who suffers death in his immediate family. Immediate family shall be: wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren.

SECTION 2. One (1) day bereavement leave per school year will be granted to any employee for attendance at funerals of relatives or friends. In accordance with current practice, permission can be granted for time off for more than one (1) bereavement absence. Compensation will be granted only for the first (1st) absence. Only the time necessary to attend a funeral will be considered as the basis for this leave.

ARTICLE 20: LEAVES OF ABSENCE

SECTION 1. A request for an unpaid leave of absence must be given to the employer, in writing, thirty (30) calendar days, whenever possible, in advance of the starting date for the leave. A leave of absence may be granted, at the discretion of the Employer.

SECTION 2. An employee who during his leave of absence is employed elsewhere without prior permission or who fails to return immediately upon the expiration of his leave shall be deemed a voluntary quit.

SECTION 3. Employees on a leave of absence shall have the right to maintain health benefits at their own expense subject to the rules of the insurance carrier.

SECTION 4. Employees will return from a leave of absence to their former job title or a similar job at the current pay rate. No step advances will be given for time on leave.

SECTION 5. Maternity Leave will be granted upon request by the employee or will be required by the employer and will be handled on an individual basis. When the employee returns to work from maternity leave, she will be given preference for employment in her old position or a position similar to that which she left, if such position still exists.

Maternity leave will be given for a period of up to two (2) years.

ARTICLE 21: JURY DUTY

SECTION 1. The District subject to the return to the District the money earned shall compensate employees scheduled for jury duty for service as a juror.

ARTICLE 22: SICK LEAVE

SECTION 1. All school lunch employees who work six (6) or more hours will receive ten (10) days sick leave per year with pay.

SECTION 2. In the case of new employees or other full time employees who have no accumulated sick leave, sick leave days will be granted at the rate of one (1) day per month worked.

SECTION 3. All school lunch employees will be offered family sick leave not to exceed five (5) days of accumulated time. Family leave will be defined as short-term leave for the care of a family member (wife, husband, son, daughter, mother, father or grandparents). Such sick leave time will be used and noted as family leave. No sick bank time will be offered. Any time needed beyond five (5) days sick leave that must be accumulated will be requested as a leave of absence, and be administered in compliance with the Family and Medical Leave Act.

SECTION 4. All four (4) hour employees will be granted five (5) sick days per year with pay.

SECTION 5. Paycheck stubs will reflect the current number of days of sick leave available to the employee.

SECTION 6. Sick leave not used in any one (1) year may be carried over. Sick leave can be accumulated without limit.

SECTION 7. GUIDELINES FOR SICK LEAVE BANK:

- All full time and six (6) hour or more hourly employees who have been employed by the District at least one (1) year and have accumulated eight (8) days of sick leave.
- In the case of four (4) and five (5) hour employees, two (2) years of employment in the District and an accumulation of six (6) days of sick leave.

Participation:

- When sick leave is depleted an eligible employee may apply to the sick bank committee for benefits from the sick bank.
- Upon application, a medical statement from a physician together with a statement from the employee indicating the probable number of days extended leave required.
- Only enrolled members who have donated time to the bank will be eligible to draw on the bank.

Administration:

- Sick Bank Committee – two (2) members of the school lunch employees unit who are members of the bank, the school lunch director and a staff member designated by the Superintendent.
- In the event of disagreement to grant a third party agreeable to both sides will make the final decision.

- No participating employee may draw more than sixty (60) days from the bank.
- Each request will be judged individually and as quickly as possible.
- All procedures of the bank will be reviewed annually.

Enrollment in the Bank:

- The enrollment period will be ten (10) days after receipt of the first paycheck.
- All eligible employees will be given an opportunity to enroll. Those electing to enroll will contribute one (1) day of accumulated sick leave per year.
- After the established enrollment period, no employee will be enrolled until the following school year.
- The district lunch program will match the number of days donated by the employees annually not to exceed fifty (50) days per year.
- The days not used in any one year will be carried until the following school year.
- If the reserves of the sick bank are reduced to twenty (20) days, each member will be assessed an additional day and the district will supply an additional equal number, not to exceed fifty (50) days.
- Days donated to the sick bank may not be withdrawn by the employee but will remain in the sick bank.

SECTION 8. Retiring employees who are at least fifty-five (55) years of age, and who have worked for the district at least twenty (20) years shall be entitled to receive, at their last year's daily or hourly rate, payment for all accumulated sick leave in excess of fifty (50) days. However, the total paid to any employee will not exceed \$4,000 effective July 1, 2008; and \$4,500 effective July 1, 2010. Employees electing to retire shall notify the district of their irrevocable intent at least three (3) months in advance of their retirement date.

Eligibility for section above will apply as follows: Effective July 1, 2009 and terminating on June 30, 2011 employees retiring from the District after five (5) years of continuing service; effective July 1, 2011 employees retiring from the District after ten (10) years of continuous service.

SECTION 9. An employee who resigns or transfers to another job within the school district will be eligible for a payment of twenty-five dollars (\$25.00) for each unused sick day.

SECTION 10. The District will initiate an annual attendance improvement program. Employees who have been employed on or before October 1st, who maintain good annual attendance, will receive a bonus to be paid on or before June 30th each year as follows:

- No Absences \$200.00
- Two (2) or less absences \$150.00
- Four (4) or less absences \$100.00

ARTICLE 23: HEALTH BENEFITS

SECTION 1. Employees who work six (6) hours or more per day, five (5) days per week shall be eligible to participate in the health plan.

Effective July 1, 2005, the District's health insurance plan shall be the DEHIC Alternate PPO Plan, in addition to the currently available HMO's.

Effective July 1, 2008 and thereafter, the following schedule of employee contribution toward the enter month premium for both individual and family will apply:

| | |
|--------------|-------|
| July 1, 2008 | 9.5% |
| July 1, 2009 | 10.5% |
| July 1, 2010 | 11.5% |
| July 1, 2011 | 12.5% |

The District shall implement a section 125 Internal Revenue Code Premium Only Plan to allow for bargaining unit members with family coverage to have the entire amount of employee premium contribution paid for under such premium plan only. In the event that the employee's premium contribution under section 125 IRC Plan is declared taxable, the employee premium contribution shall revert back to ten percent (10%) of the difference between family and individual as their contributions.

SECTION 2. On or before May 1st of each school year, existing unit members who are eligible for health insurance benefits shall inform the School Lunch Director 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 buy-out on or before October 15th from the District.

Effective July 1, 2005, all unit members whose spouses are employed by the District (or otherwise eligible for District health insurance) shall be eligible for two (2) individual plans, or for one (1) family plan and a mandatory buy-out.

Effective July 1, 2008, the health insurance buy-out will be as follows:

- July 1, 2008 \$2,200
- July 1, 2010 \$2,400

To be entitled to the payment referenced above, the unit member must produce, at the time of application for opting out, proof of health insurance coverage from another source.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Re-entry shall be conditioned upon the unit member repaying on a prorated basis 1/12th of the buyout payment for each month remaining in the school year in question.

SECTION 3. Dental insurance – eligible full time unit members shall be provided with a dental plan at a district contribution rate per participant per year. The annual contribution rate shall be set as follows:

- 2008-09 \$1,010
- 2010-11 \$1,100

SECTION 4. The district shall offer participation in a health maintenance organization to unit members as a comparable plan with the district contributing to the cost of such plan up to the same dollar amounts of the district's contributions towards individual and family coverage under the district's current health insurance plan.

SECTION 5. Life Insurance – eligible full time unit members shall be provided, subject to the enrollment and coverage requirements of the carrier, five thousand dollars (\$5,000.00) face amount of group life insurance and accidental death and dismemberment insurance under the district's group policy with the premium cost to be borne by the District.

ARTICLE 24: ***PERSONAL LEAVE***

SECTION 1. Two (2) days personal business for all unit members.

SECTION 2. Personal business leave may be used at one time or may be taken hourly up to the employee's regularly scheduled hours per day. This leave will not be granted the day before or after a holiday or vacation period unless the employee can satisfactorily explain the necessity for the leave.

SECTION 3. Personal business is business that cannot be attended to other than when the employee would be working. The director may request reason for such leave.

SECTION 4. Unused personal leave shall be added to cumulative sick time at the end of each year.

ARTICLE 25: ***EXPENSES***

SECTION 1. ***AUTOMOBILE EXPENSES:*** Whenever an individual employee is requested and authorized to use his privately owned vehicle on behalf of the employer, then the employer shall reimburse the employee at the amount allowable by the Internal Revenue Service for each mile of such use, and shall reimburse the employee for all parking fees or tolls incurred. When an employee, after reporting to work, is directed to report to another kitchen, they shall be paid mileage. The travel time shall be treated as working time.

SECTION 2. **CLOTHING ALLOWANCE:** The district shall provide each new employee upon the completion of the twenty-six (26) week probationary period with three (3) sets of uniforms to include pants, shirts, and aprons. Each school year, thereafter, no later than October 15th, each permanent employee will be provided with three (3) additional sets of uniforms.

The district will reimburse each permanent employee up to one hundred dollars (\$100) per year towards the purchase of a pair of white, rubber soled shoes upon the submission of an appropriate receipt. Such reimbursement may be made for a maximum of two shoe purchases in a year, submitted on or before December 1 and June 1 each year.

Employees shall be responsible to dress in the appropriate uniform provided by the district as per this article.

ARTICLE 26: **LAY OFFS & WORK FORCE ADJUSTMENTS**

SECTION 1. When a lay off of employees is necessary, the employer shall determine the job titles affected and lay off first those employees with the lowest seniority.

SECTION 2. Laid off employees shall be re-employed by the most senior returning first by job title of opening.

SECTION 3. Whenever in the judgement of the employer, there exists an occasion for layoffs from employment, the employer agrees to give the union thirty (30) days notice before putting any layoffs into effect, unless extenuating circumstances exist.

ARTICLE 27: **HEALTH AND SAFETY ON THE JOB**

SECTION 1. The Communications Workers of America and the employer agree that the safety of each employee in the unit is a concern of the employer and the union.

SECTION 2. The employer agrees that it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding health and safety conditions.

SECTION 3. Workers Compensation Law will cover all employees.

ARTICLE 28: *INCLEMENT WEATHER*

SECTION 1. Managers, Assistant Managers, Cooks, Bakers and Assistant Cooks will not be required to make up inclement weather days.

SECTION 2. Food service and senior food service helpers will be paid for a maximum of one (1) inclement weather day each school year, which will be the first day school is closed in a school year due to inclement weather. Employees must listen to radio announcements of school closings. If such announcement is made, the employee should not appear for work. No employee shall suffer a loss of wages due to an involuntary reduction of hours due to a delayed opening.

SECTION 3. Early Closing – if an employee comes to work s/he will be paid for the day if the school should close early. Employees shall be dismissed no later than one (1) hour after the dismissal of students in a particular school building provided that all kitchen duties have been completed.

ARTICLE 29: *SEPARABILITY OF PROVISIONS*

SECTION 1. In the event any article or portion of this contract is declared invalid or illegal, by any court of competent jurisdiction or by any rule and regulation or law of a Federal, State or Municipal agency, only the article or portion of this contract found invalid or illegal shall be invalidated and the rest of the provisions of this contract shall remain in full force and effect.

ARTICLE 30: *CREDIT UNION*

SECTION 1. All employees are eligible to participate in the T.E.G. credit union.

ARTICLE 31: *SENIORITY*

SECTION 1. The employee's continuous service at Arlington School District shall be the determining factor in measuring seniority.

SECTION 2. Granted leaves of absence without pay, up to sixty (60) days shall not be considered an interruption of continuous service.

SECTION 3. The employer shall be responsible for establishing and maintaining a seniority list in accordance with this article for all employees. This will determine all recalls and rehires. Said list shall be made available to the union upon request

ARTICLE 32: TERMS OF AGREEMENT

SECTION 1. Changes or alterations of this agreement may be made only by the agreement of the parties signatory to this agreement and then only as executed in writing.


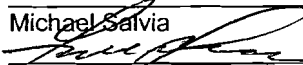
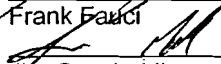
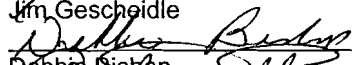
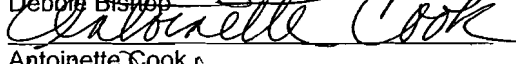
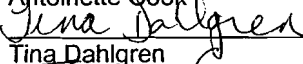
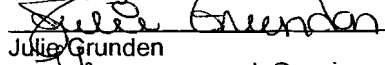
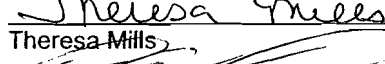
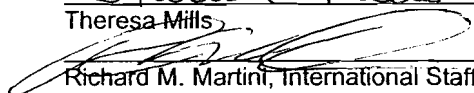
SECTION 2. This agreement shall be binding and remain in effect from July 1, 2008 to June 30, 2012 and shall be renewed from year to year thereafter, unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date of the contract that it desires to terminate or amend its provisions.

Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out occurs.

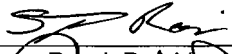
IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT.

So agreed:

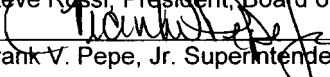
FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:

| | |
|---|----------------------|
|  _____ Michael Salvia | Date: <u>6-26-08</u> |
|  _____ Frank Fauci | Date: <u>6-26-08</u> |
|  _____ Jim Gescheidle | Date: <u>6-30-08</u> |
|  _____ Debbie Bishop | Date: <u>6-30-08</u> |
|  _____ Antoinette Cook | Date: <u>6-30-08</u> |
|  _____ Tina Dahlgren | Date: <u>6-30-08</u> |
|  _____ Julie Grunden | Date: <u>6-30-08</u> |
|  _____ Theresa Mills | Date: <u>6-30-08</u> |
|  _____ Richard M. Martini, International Staff Rep | Date: <u>6-30-08</u> |

FOR ARLINGTON SCHOOL DISTRICT:



Steve Rossi, President, Board of Education



Frank V. Pepe, Jr. Superintendent of Schools

Date: 8/26/08

Date: 8/13/08

ATTACHMENT A

Salary Schedule

FOOD SERVICE HELPER

| <u>Step:</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|------------------------------|---------------------|---------------------|---------------------|---------------------|
| 1 | \$9.88 | \$10.17 | \$10.48 | \$10.79 |
| 2 | \$10.07 | \$10.38 | \$10.69 | \$11.01 |
| 3 | \$10.38 | \$10.69 | \$11.01 | \$11.35 |
| 4 | \$10.68 | \$11.00 | \$11.33 | \$11.67 |
| 5 | \$10.94 | \$11.27 | \$11.60 | \$11.95 |
| 6 | \$11.24 | \$11.57 | \$11.92 | \$12.28 |
| 7 | \$11.53 | \$11.87 | \$12.23 | \$12.59 |
| 8 | \$11.82 | \$12.18 | \$12.54 | \$12.92 |
| 9 | \$12.12 | \$12.49 | \$12.86 | \$13.25 |
| 10 | \$13.19 | \$13.59 | \$14.00 | \$14.42 |
| <u>After 10 Years</u> | \$0.55 | \$0.60 | \$0.65 | \$0.70 |
| <u>After 12 Years</u> | \$1.10 | \$1.20 | \$1.30 | \$1.40 |
| <u>After 15 Years</u> | \$1.65 | \$1.80 | \$1.95 | \$2.10 |

SENIOR FOOD SERVICE HELPER

| <u>Step:</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|------------------------------|---------------------|---------------------|---------------------|---------------------|
| 1 | \$10.39 | \$10.70 | \$11.03 | \$11.36 |
| 2 | \$10.59 | \$10.91 | \$11.23 | \$11.57 |
| 3 | \$10.90 | \$11.22 | \$11.56 | \$11.91 |
| 4 | \$11.20 | \$11.53 | \$11.88 | \$12.23 |
| 5 | \$11.45 | \$11.80 | \$12.15 | \$12.52 |
| 6 | \$11.75 | \$12.10 | \$12.47 | \$12.84 |
| 7 | \$12.04 | \$12.40 | \$12.77 | \$13.16 |
| 8 | \$12.34 | \$12.71 | \$13.09 | \$13.48 |
| 9 | \$12.64 | \$13.02 | \$13.41 | \$13.81 |
| 10 | \$13.71 | \$14.12 | \$14.54 | \$14.98 |
| <u>After 10 Years</u> | \$0.55 | \$0.60 | \$0.65 | \$0.70 |
| <u>After 12 Years</u> | \$1.10 | \$1.20 | \$1.30 | \$1.40 |
| <u>After 15 Years</u> | \$1.65 | \$1.80 | \$1.95 | \$2.10 |

BAKER AND COOK

| <u>Step:</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|------------------------------|---------------------|---------------------|---------------------|---------------------|
| 1 | \$10.60 | \$10.92 | \$11.25 | \$11.59 |
| 2 | \$10.71 | \$11.03 | \$11.36 | \$11.70 |
| 3 | \$11.37 | \$11.71 | \$12.06 | \$12.42 |
| 4 | \$11.66 | \$12.01 | \$12.37 | \$12.74 |
| 5 | \$12.63 | \$13.01 | \$13.40 | \$13.80 |
| 6 | \$12.92 | \$13.30 | \$13.70 | \$14.11 |
| 7 | \$13.15 | \$13.55 | \$13.96 | \$14.37 |
| 8 | \$13.40 | \$13.80 | \$14.22 | \$14.64 |
| 9 | \$13.59 | \$14.00 | \$14.42 | \$14.85 |
| 10 | \$14.26 | \$14.69 | \$15.13 | \$15.58 |
| <u>After 10 Years</u> | \$0.55 | \$0.60 | \$0.65 | \$0.70 |
| <u>After 12 Years</u> | \$1.10 | \$1.20 | \$1.30 | \$1.40 |
| <u>After 15 Years</u> | \$1.65 | \$1.80 | \$1.95 | \$2.10 |

ELEMENTARY SCHOOL COOK MANAGER

| <u>Step:</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|------------------------------|---------------------|---------------------|---------------------|---------------------|
| 1 | \$19,244 | \$19,821 | \$20,416 | \$21,028 |
| 2 | \$19,634 | \$20,223 | \$20,830 | \$21,455 |
| 3 | \$20,025 | \$20,626 | \$21,245 | \$21,882 |
| 4 | \$20,415 | \$21,027 | \$21,658 | \$22,308 |
| 5 | \$20,803 | \$21,427 | \$22,070 | \$22,732 |
| 6 | \$21,194 | \$21,830 | \$22,485 | \$23,159 |
| 7 | \$21,583 | \$22,231 | \$22,898 | \$23,585 |
| 8 | \$21,974 | \$22,633 | \$23,312 | \$24,011 |
| 9 | \$22,363 | \$23,034 | \$23,725 | \$24,437 |
| 10 | \$24,193 | \$24,918 | \$25,666 | \$26,436 |
| <u>After 10 Years</u> | \$625 | \$675 | \$725 | \$775 |
| <u>After 12 Years</u> | \$1,250 | \$1,350 | \$1,450 | \$1,550 |
| <u>After 15 Years</u> | \$1,875 | \$2,025 | \$2,175 | \$2,325 |

MIDDLE SCHOOL COOK MANAGER

| <u>Step:</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|-----------------------|--------------|--------------|--------------|--------------|
| 1 | \$19,927 | \$20,525 | \$21,141 | \$21,775 |
| 2 | \$20,318 | \$20,927 | \$21,555 | \$22,202 |
| 3 | \$20,706 | \$21,327 | \$21,967 | \$22,626 |
| 4 | \$21,096 | \$21,729 | \$22,381 | \$23,052 |
| 5 | \$21,486 | \$22,131 | \$22,795 | \$23,479 |
| 6 | \$21,877 | \$22,533 | \$23,209 | \$23,905 |
| 7 | \$22,266 | \$22,934 | \$23,622 | \$24,331 |
| 8 | \$22,656 | \$23,336 | \$24,036 | \$24,757 |
| 9 | \$23,044 | \$23,736 | \$24,448 | \$25,181 |
| 10 | \$24,922 | \$25,670 | \$26,440 | \$27,233 |
| <u>After 10 Years</u> | \$625 | \$675 | \$725 | \$775 |
| <u>After 12 Years</u> | \$1,250 | \$1,350 | \$1,450 | \$1,550 |
| <u>After 15 Years</u> | \$1,875 | \$2,025 | \$2,175 | \$2,325 |

HIGH SCHOOL COOK MANAGER

| <u>Step:</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|-----------------------|--------------|--------------|--------------|--------------|
| 1 | \$20,902 | \$21,529 | \$22,175 | \$22,840 |
| 2 | \$21,292 | \$21,931 | \$22,589 | \$23,267 |
| 3 | \$21,683 | \$22,333 | \$23,003 | \$23,693 |
| 4 | \$22,072 | \$22,734 | \$23,416 | \$24,118 |
| 5 | \$22,460 | \$23,134 | \$23,828 | \$24,543 |
| 6 | \$22,853 | \$23,539 | \$24,245 | \$24,972 |
| 7 | \$23,242 | \$23,939 | \$24,657 | \$25,397 |
| 8 | \$23,631 | \$24,340 | \$25,070 | \$25,822 |
| 9 | \$24,022 | \$24,743 | \$25,485 | \$26,250 |
| 10 | \$25,965 | \$26,744 | \$27,547 | \$28,373 |
| <u>After 10 Years</u> | \$625 | \$675 | \$725 | \$775 |
| <u>After 12 Years</u> | \$1,250 | \$1,350 | \$1,450 | \$1,550 |
| <u>After 15 Years</u> | \$1,875 | \$2,025 | \$2,175 | \$2,325 |

High School Assistant Cook Manager @ .95 of High School Cook Manager

ASSISTANT COOKS

Not applicable at this time.

COOK MANAGER STIPEND

| <u>Grades 1-12</u> <u>Enrollment Totals</u> | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|--|--------------|--------------|--------------|--------------|
| 400-500 | \$200 | \$300 | \$400 | \$500 |
| 501-800 | \$300 | \$400 | \$500 | \$600 |
| 800+ | \$600 | \$700 | \$800 | \$900 |

LETTER OF AGREEMENT

This is a letter of agreement to confirm the following:

Benefits/Hours of Work:

The District agrees that all currently employed unit members who are eligible for health, dental, and/or life insurance benefits will continue to receive these benefits during the course of this bargaining agreement. In addition, no employee will have their current hours of employment reduced in their current job title during the course of this agreement.


AGREED:

For The Communications
Workers of America:

By: _____

Date _____

For the Arlington Central
School District:

By:  _____

Date August 13, 2008 _____

