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Contract Database Metadata Elements

Title: **Bayport-Blue Point Union Free School District and Bayport-Blue Point Cafeteria Unit, United Public Service Employees Union (UPSEU) (2011)**

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Union: **Bayport-Blue Point Cafeteria Unit, United Public Service Employees Union (UPSEU)**

Local:

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BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT
Bayport, New York

NEGOTIATIONS AGREEMENT

Between the

Bayport-Blue Point Board of Education

and the

United Public Service Employees Union

Bayport-Blue Point Cafeteria Unit

July 1, 2011 - June 30, 2016

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STATEMENT OF RECOGNITION

The Board of Education of the Bayport-Blue Point Union Free School District recognizes the United Public Service Employees Union, as the exclusive collective bargaining representative for the Bayport-Blue Point Cafeteria Unit comprised of food service workers, Cooks and Assistant Cooks.

I. SALARIES

A. Hourly Wage Rates

2011-2012 School Year:

The hourly wage rates of unit members for the 2011-2012 school year shall be as follows:

<u>Level</u>	<u>Hourly Rate</u>
Step 1	\$13.55
Step 2	14.05
Step 3	14.55
Step 4	15.05

The hourly wage rates of the six unit members who are paid "off-schedule" shall be increased from \$14.20 to \$14.40.

The parties acknowledge that step increment for the 2011-2012 school year was granted effective July 1, 2011.

2012-2013 School Year:

The hourly wage rates of unit members for the 2012-2013 school year shall be as follows:

<u>Level</u>	<u>Hourly Rate</u>
Step 1	\$13.75
Step 2	14.25
Step 3	14.75
Step 4	15.25

The hourly wage rates of the six unit members who are paid "off-schedule" shall be increased from \$14.40 to \$14.60.

The parties acknowledge that step increment for the 2012-2013 school year was granted effective July 1, 2012.

2013-2014 School Year:

The hourly wage rates of unit members for the 2013-2014 school year shall be as follows:

<u>Level</u>	<u>Hourly Rate</u>
Step 1	\$13.95
Step 2	14.45
Step 3	14.95
Step 4	15.45

The hourly wage rates of the six unit members who are paid "off-schedule" shall be increased from \$14.60 to \$14.80.

The parties acknowledge that step increment for the 2013-2014 school year was granted effective July 1, 2013.

2014-2015 School Year:

The hourly wage rates of unit members for the 2014-2015 school year shall be as follows:

<u>Level</u>	<u>Hourly Rate</u>
Step 1	\$14.15
Step 2	14.65
Step 3	15.15
Step 4	15.65

The hourly wage rates of the six unit members who are paid "off-schedule" shall be increased from \$14.80 to \$15.00.

Step increment for the 2014-2015 school year shall be granted effective July 1, 2014.

2015-2016 School Year:

The hourly wage rates of unit members for the 2015-2016 school year shall be as follows:

<u>Level</u>	<u>Hourly Rate</u>
Step 1	\$14.35
Step 2	14.85
Step 3	15.35
Step 4	15.85

The hourly wage rates of the six unit members who are paid "off-schedule" shall be increased from \$15.00 to \$15.20.

Step increment for the 2015-2016 school year shall be granted effective July 1, 2015.

B. Hourly Wage Rate Adjustments for Unit Members on Top Step as of June 30, 2010

Each employee who is on top step (Step 4) as of June 30, 2010 shall receive a one-time increase to their hourly wage rate, effective July 1, 2010, equal to \$.50 per hour for each year of service beyond Step 4, up to ten (10) years. For example, employees who have completed four (4) years of service as of June 30, 2010 shall be granted an increase of \$0.50 to their hourly wages, while employees who have completed five (5) years of service shall be granted an increase of \$1.00. This contract provision shall be applicable only to unit members on top step as of June 30, 2010, and shall not form the basis for any additional increase to the hourly wage rates of said unit members in school years subsequent to the 2010-2011 school year.

C. Longevity Awards

5 Years of Service – Unit members who have completed five (5) years of continuous service to the Bayport-Blue Point Union Free School District as a food service worker shall be granted an increase of \$0.50 to their hourly wage rate.

10 Years of Service – Unit members who have completed ten (10) years of continuous service to the Bayport-Blue Point Union Free School District as a food service worker shall be granted an increase of \$1.00 to their hourly wage rate.

15 Years of Service – Unit members who have completed fifteen (15) years of continuous service to the Bayport-Blue Point Union Free School District as a food service worker shall be granted an increase of \$1.50 to their hourly wage rate.

*The above longevity awards shall be implemented at the commencement of the school year immediately following the completion of the indicated service requirement.

**The above longevity payments are non-cumulative.

D. Cooks & Assistant Cooks

The titles of "Cook" and "Assistant Cook" shall be deemed accreted to the bargaining unit effective June 30, 2011.

Cooks shall be compensated with an additional two dollars (\$2.00) per hour.

Assistant Cooks shall be compensated with an additional one dollar and fifty cents (\$1.50) per hour.

All Cooks and Assistant Cooks and their subs must be each certified by the Suffolk County Department of Health as a Food Manager. The District will pay the costs for obtaining certification. The employee shall be repaid his/her regular wages if the food service manager's course is taken during normal business days. However, if the employee does not pass the

course, he/she will not be compensated for any time utilized for subsequent food service manager's courses, examinations or other activities associated with the employee's attempt to pass the examination.

E. Bonus Payment for Cooks (2013-2014 School Year Only)

The five Cooks in the unit as of March 24, 2014 shall receive a one-time cash payment in the amount of four hundred dollars (\$400) during the 2013-2014 school year only. Such amount shall not be added to their base salary.

F. Payroll Distribution, Cooks

Effective July 1, 2014, Cooks shall have the option of annualizing their salaries over 22 paychecks. The current practice relative to the submission of time sheets indicating actual time worked shall continue to ensure that Cooks are compensated for hours worked over and above their scheduled shifts and that the appropriate deductions are made for time missed from work.

II. WORK YEAR/DAY

A. Work Day

The District and the Union shall establish a normal workday (number of hours per day) for hourly workers by September 30 of each year.

B. Work Year

The work year for employees shall be defined as September 1 to June 30. Unit members shall be considered ten (10) month employees and shall be treated as such for all purposes including compensation.

Unit members shall work on Superintendent's conference days for performance of kitchen clean-up and related duties.

III. LEAVES

A. Sick Leave

After five (5) months.....two (2) paid sick days;
After ten (10) months.....two (2) additional paid sick days for a total of four (4);
After five (5) years.....six (6) paid sick days;
After ten (10) years.....eight (8) paid sick days and two (2) additional paid sick days after every additional five (5) years of service.

Employees shall be permitted to accumulate up to a maximum of ninety (90) sick days.

Employees absent for three consecutive workdays may be required to submit a doctor's note.

B. Personal Days

Effective July 1, 2007, each employee will receive one personal day per year to attend to personal matters that cannot otherwise be done during non-working hours.

Unused personal days shall be converted to sick days and added to unit member's accumulated sick leave.

C. Death-in-Family/Critical Family Illness

Employees will be permitted a maximum of five (5) days for the death or critical illness of an immediate family member without loss of pay or any other accruals. Immediate family member is defined as father, mother, spouse, child, sibling, father-in-law, mother-in-law, grandparent, grandchild, step-parent and step-child.

D. Jury Duty

Employees who must report for jury duty shall receive regular pay but must return jury pay, less mileage and meal allowances, to the District.

E. Leaves of Absence

Employees, after three (3) years of continuous service to the District, may apply for up to one (1) school year's leave of absence without pay or any benefits. All such applications are subject to the approval of the Superintendent of Schools and the Board of Education. Should such leave be granted, upon completion of the leave, the employee may return to the first available opening in a similar position.

IV. UNIFORMS

1. The Board of Education agrees to provide three (3) uniforms, each uniform consisting of a smock and a pair of pants, for all regular employees. Effective July 1, 2014, the Board will provide one (1) additional pair of pants for all regular employees. The proper safekeeping of the uniforms is the employees' responsibility. Uniforms shall be replaced by the District when their condition does not allow them to be worn as a result of normal wear and tear. The uniforms will be the property of the Board of Education, and shall be worn on the job at all times and only on the job.

Effective September 1, 2004, the District shall supply uniforms without District logos upon return of the uniforms with logos. These uniforms shall be issued each year and need not be returned to the District unless during a school year they need to be replaced.

Employees shall be permitted to wear a white shirt and/or white tee shirt under the smock. Employees wishing to wear a white shirt and/or white tee shirt will do so at their own expense.

2. All regular employees are required to wear white, black or neutral-colored, leather, closed work shoes (excluding loafers) on the job. A shoe allowance will be granted not to exceed fifty dollars (\$50), effective July 1, 2014, not to exceed seventy-five dollars (\$75). This will be available annually (July 1 - June 30) to reimburse the regular employee for the actual purchase price (sales tax excluded) of the required work shoes upon presentation of a completed claim form and paid receipt (documentation required to show proof of payment).

V. REASSIGNMENT

A consultation will be held with food service workers prior to intended reassignment so that they may have advance notice.

VI. GRIEVANCE PROCEDURE

Formal Grievance Procedures are hereby instituted as follows:

Section I: General Policy

It is the intention of the Board of Education that any employee, regardless of membership in a union should have full access to the Board of Education on any grievance that may arise.

Section II: Definition

A grievance is a claim by any employee or group of employees based upon any event or condition affecting the welfare and/or terms of the conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.

Section III: Procedure

An employee must first present his/her problem (in writing) to the building principal. If they are not able to resolve the problem, and that fact is stated by either party in writing, a grievance exists. Then, and only then, can the employee initiate the Grievance Procedure.

Wherever an employee prefers, s/he may choose any member of his/her particular staff, or a legal representative, to accompany him/her through the various stages of the Grievance Procedure.

The Union will establish a Grievance Committee which will hear the application of the aggrieved employee. Once that committee has endorsed the existence of a grievance, the following levels of negotiations are to be pursued:

- Level I The aggrieved party endeavors to settle the case with the parties immediately concerned. If no solution is reached, the grievance is taken to the next level.
- Level II The aggrieved party presents the grievance to the Superintendent of Schools. If the aggrieved party is not satisfied by the resolution of the problem at this level, the Grievance is taken to the next level.
- Level III The aggrieved party presents the grievance to the Board of Education. The Board reviews the matter, and will announce its decision within a period of thirty (30) days.
- Level IV Advisory arbitration.

VII. AGENCY SHOP

The Board of Education shall deduct from the salary of any employee who is included in the unit but not a member of the United Public Service Employees Union (Cafeteria Unit) an amount up to the equivalent of dues payable by a member of the Union. The Board shall transmit the monies so collected to the Union.

The Board of Education agrees to an agency shop fee deduction provision, as authorized by law, upon the following conditions:

- A. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law, and other relevant statutes and case law.
- B. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Union as provided by law.
- C. That the United Public Service Employees Union (Cafeteria Unit) represents to the Bayport-Blue Point Board of Education that it has an appeal procedure which is available to any individual member of the bargaining unit who is desirous of appealing the application of the agency shop provisions included within this Agreement.
- D. That as long as the Board complies with the law and this Agreement, the Union agrees to save the Board harmless with respect to all demands, claims, awards, or judgments assessed against the Board by reason of any claim made with respect to fees collected under this provision. It is understood that in lieu of payment of counsel fees, the Union shall provide appropriate representation to defend the District, should it become necessary.
- E. That a bargaining unit member wishing to appeal the agency fee shall be precluded from using the contractual grievance procedure. Such person shall look to the Union for relief.
- F. The United Public Service Employees Union shall have exclusive rights to payroll deduction of dues. Such dues and premiums shall be remitted to United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, NY 11779,

on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the United Public Service Employees Union.

VIII. NO STRIKE PROVISION

In compliance with Section 207(b) of the Public Employees Fair Employment Law of New York, the Union on its own behalf and on behalf of the employees in the bargaining unit it represents, affirms that it does not assert the right to, and agrees that it will not call, instigate, assist, or participate in a strike against the Board or impose an obligation to conduct, assist, or participate in any such strike.

IX. LEGISLATIVE ACTION

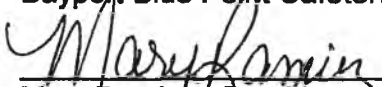
It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

X. DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2011 through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the 24 day of JUNE, 2014.

United Public Service Employees Union
Bayport-Blue Point Cafeteria Unit




Mary Ramirez, President



Rosemarie Falkenburgh, Vice President

United Public Service Employees Union




Kevin E. Boyle, Jr., President

Bayport-Blue Point Board of Education



Rebecca Campbell, President



Dr. Vincent Butera
Superintendent of Schools