



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Floral Park-Bellerose Union Free School District and Floral Park-Bellerose School District Cafeteria Unit, National Organization of Industrial Trade Unions-International Union of Journeymen & Allied Trades (NOITU-IUJAT), United Association of Workers of America (UWA), Local 528 (2009)

Employer Name: Floral Park-Bellerose Union Free School District

Union: Floral Park-Bellerose School District Cafeteria Unit, National Organization of Industrial Trade Unions-International Union of Journeymen & Allied Trades (NOITU-IUJAT), United Association of Workers of America (UWA)

Local: 528

Effective Date: 07/01/09

Expiration Date: 06/30/12

PERB ID Number: 9779

Unit Size:

Number of Pages: 11

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

CAF 19779

AGREEMENT

Between

**THE FLORAL PARK-BELLEROSE
UNION FREE SCHOOL DISTRICT**

AND

**THE FLORAL PARK-BELLEROSE
SCHOOL DISTRICT CAFETERIA UNIT**

**UNITED ASSOCIATION OF WORKERS OF AMERICA
LOCAL 528, affiliated with NOITU-IUJAT**

July 1, 2009 – June 30, 2012

This agreement is made and entered into between the Floral Park-Bellerose Union Free School District, Nassau County, New York (hereinafter referred to as the District) and the Floral Park-Bellerose Cafeteria Unit, United Association of Workers of America, Local 528, affiliated with NOITU-IUJAT (hereinafter referred to as the Union).

Article I - Recognition

The District recognizes the Union as the sole and exclusive representative during the period of this agreement for all full-time and regular part-time cooks, food service workers and cafeteria school monitors ("covered employees"). This unit excludes all other District employees.

Article II - Procedures

Procedures are to be as follows:

- A. If no challenge exists, the same bargaining agent shall be empowered to negotiate the next contract provided that more than 50% of covered employees continue as active members of the Union.
- B. Upon the written request of either party, a mutually acceptable meeting date shall be set for not less than thirty (30) days following such request. A request for such a meeting to open negotiations shall be made after January 15 of the year the agreement expires. The second meeting and all necessary subsequent meetings shall be called at mutually agreed times.
- C. Any agreement so negotiated shall apply to all said employees and shall be reduced to writing and signed by the District and the Union.
- D. The District agrees not to negotiate with groups of covered employees other than the Union for the duration of this agreement.
- E. Neither the Union nor any employee represented by it shall strike against the District, assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown by such employees or Union.

Article III - Dues Deduction

During the time that the United Association of Workers of America Local 528 is recognized as the representative of the cafeteria personnel, as provided in Article I, the District shall deduct from the salaries of its employees dues for the Union upon presentation to the District of individual written authorizations, which authorizations shall be in effect until revoked in writing by the employee. The deductions shall be made in accordance with the payroll dates commencing with the first pay period in September. The dues deduction authorization form shall be prepared and distributed by the Union and shall contain a clause that the employee waives all rights and claims for the monies deducted and transmitted and relieves the District or any of its officers from any liability

therefore. The District shall transmit the monies so collected within thirty (30) days of the installment dates to an officer and at a place designate by the Union in writing. Any authorizations presently on file with the District shall be revoked upon the presentation to the District of the dues deduction forms, properly executed by the employee, and the most recent form shall be deemed the authorization of the employee.

The District shall deduct from the salary of any employee who is included in the unit described in Article I but who is not a member of the Union, an agency fee in an amount determined by the Union and consistent with the law. The District shall transmit the money so collected to the Union.

The Union agrees to indemnify and hold the District and its Board of Education harmless from any loss or expense including but not limited to attorneys' fees, arising from any action or claims in connection with the implementation of the Agency Shop Law (Civil Service Law, Section 208(3)(b)) pursuant to this agreement. The indemnification shall include, but is not limited to, losses arising from a determination that the Agency Shop Law is unconstitutional, and from claims of employees alleging unlawful deductions from salaries under this agreement and losses incurred in the event that the Union's refund procedure is challenged.

In the event that any non-member of the Union shall question the right of the Union to the expenditure of his or her portion of any part of an agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures of the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment, such objection shall be made, if at all, by the objector individually notifying the Union President and Treasurer of his or her objection by registered or certified mail, during the period between September 1-15 of each year, for agency fee monies deducted in the prior year, in accordance with the provisions of Section (3)(b) of Section 208 of the Civil Service Law, as amended.

Article IV - Job Titles and Duties

COOK

He/she prepares meals, cleans equipment and performs other related duties. When called upon, the Cook may perform managerial duties.

ASSISTANT COOK

He/she assists the Cook by preparing meals, cleaning equipment and performing other related duties. When called upon, the Assistant Cook may perform managerial duties.

FOOD SERVICE HELPER

He/she makes sandwiches, desserts, salads, etc.; sets up counter, serves, cleans, washes dishes and performs other related duties. The Food Service Helper also takes

cash during lunch periods. These duties may be divided among multiple Food Service Helpers.

CAFETERIA MONITORS

Cafeteria monitors are responsible for supervision of students during the lunch periods.

Article V - Working Conditions

Section 1

~~The work day for each title shall be set by the District.~~

Section 2

Recruitment and Appointment – Employees shall be selected, retained and promoted on the basis of fitness, merit and efficiency. The District is an equal opportunity employer.

Section 3

A. It shall be the duty of all personnel to see that working conditions are safe from unnecessary hazards. Hazardous conditions should be reported to the Building Principal.

B. It shall be the duty of all personnel to perform their assigned duties to the complete satisfaction of their supervisors.

Section 4

Relationship with Instructional Staff and Students – Covered employees are considered to be co-workers with the instructional staff in the task of providing the best possible learning environment for the students in the schools.

Section 5

All employees new to the District and appointed by the Board of Education may be granted credit for prior related work experience as designated by the Board of Education.

Section 6

Employees shall give their Building Principal as much advance notice as practicable in the event that they must be absent from work or will be late in reporting to work.

Section 7

Every employee shall have the right to present his/her grievances in accordance with the procedures set forth in this agreement.

Section 8

A covered employee who wishes to terminate his/her service to the District at any time shall file a written notice stating this intention with the Superintendent of Schools at least two weeks prior to the date desired for the termination of service.

Section 9

~~Uniforms—All cooks, assistance cooks and food service helpers shall wear visors, shirts and aprons as designated and provided by the District.~~

Article VI - Salary

See attached Appendix "A".

Each step of the 2008-2009 salary schedule shall remain the same for the 2009-2010, 2010-2011 and 2011-2012 school years. However, upon the written request of either party received no later than January 31, 2012, the 2011-2012 school year salary as set forth in Article VI, Salary and Appendix A, and benefits as set forth in Article VIII, Health Insurance, and Article IX, Absences without Loss of Pay, shall be reopened. The parties shall meet within two weeks of the written request. Should the parties be unable to reach an agreement, the parties may resort to applicable Taylor Law impasse procedures including, but not limited to, mediation and fact finding.

Article VII - Protection of Employees

Section 1

Seniority shall be based on the date of commencement of employment in the District.

Section 2

Employees shall, at the discretion of the District, sign in and out in the main office of the building in which they work.

Article VIII - Health Insurance

Full-time cooks defined as a cook regularly scheduled to work thirty-two and one-half (32.5) hours or more per week, shall be entitled to participate in the District's health insurance plan. Such employees shall contribute five (5) percent of the health insurance premium. Effective January 11, 2011, full-time cooks shall contribute 10% of the health insurance premium. Employees first hired or first assigned to the position of full-time cook on or after July 1, 2009 shall not be entitled to health insurance during employment or retirement.

Full-time cooks who are eligible to participate in the District's health insurance plan at the time of retirement shall follow the 100/50 plan and pay 25% for individual coverage during retirement.

Article IX - Absence Without Loss of Pay

Section 1 Employees shall be entitled to a total of eight (8) days Sick/Personal Leave per year, with unlimited accumulation, for purposes of Sick Leave and/or Personal Leave, or the serious illness of the professional staff member's spouse, children or parents, providing such spouse, children or parents are dependents of the professional staff member or dependent upon him/her, or used for business purposes as defined sub-Par. "D". Employees may convert up to two (2) unused days per year for a cash payment.

Section 2 A physician's note shall be required for any sick leave of three (3) or more consecutive days, and a doctor's note indicating fitness to return to duty shall be required, as well.

Section 3 Regularly employed hourly workers shall be allowed ten (10) paid holidays. These days shall be determined by the District annually.

Section 4 Each employee shall be entitled, if needed, to Personal or Business days, being defined as follows:

A. Legal Matters

House closings; income tax hearing, adoption proceedings; and court appearances.

B. Ceremonies

Graduation of employee, spouse or child from high school or college; day of wedding ceremony; Confirmation.

C. Education

Required educational examinations; required visits by parents to colleges.

D. Religious Observances

Religious holiday observances of the employee's particular faith not provided for in the regular school calendar.

E. Funerals

Attendance at funeral services of a person, the nature of whose prior relationship to the employee warrants such attendance.

F. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

G. Except in the case of extenuating circumstances and where possible, at least one day's notice shall be given prior to taking personal leave. All personal leave must be approved by the Superintendent of Schools.

Article X - Grievance Procedure

Section 1

In order to continue harmonious and cooperative relationships between the District and its employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between employees and their employers through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose. If personally affected, such grievance shall be filed within 20 days of occurrence.

Section 2

Definitions -- As used herein, the following terms shall have the following meanings:

- (a) "Employer" shall mean the school district.
- (b) "Employee" shall mean any employee covered by this agreement.
- (c) "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.
- (d) "Grievance" shall be defined as a violation of an explicit provision of this Agreement.

Section 3

Basic Standards and Principles

(a) Every employee shall have the right to present his/her grievance to his/her employer in accordance with the provisions of this article, free from coercion, interference, restraint, discrimination or reprisal.

(b) It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervisions. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purpose of this article.

(c) The employee has a right to representation by an officer of the Union at all stages of the grievance procedure.

Section 4

Grievances – Procedural Requirements – Appeals

(a) The first procedural stage shall consist of the employee's presentation of the grievance to the building principal. The discussion and resolution of grievances at the first stage shall be an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage within five (5) working days of the presentation of the grievance, such employee may proceed to the second stage. In the event it becomes necessary to carry the grievance to the next immediate supervisor, such procedures shall remain informal.

(b) The second procedural stage shall be instituted by the employee within five (5) working days of the completion of the first procedural stage. It shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Superintendent. In such case the aggrieved employee and the immediate supervisor or supervisors shall submit to the Superintendent a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Superintendent shall, at the request of the employee, hold an informal hearing within ten (10) working days, at which the employee may appear and present oral and written statements or arguments. The final determination of the second stage of such grievance proceeding shall be made by the Superintendent in writing within ten (10) working days after the completion of the presentation of the grievance. If such grievance is not satisfactorily resolved at the second stage, such employee may proceed to the third stage.

(c) The third procedural stage shall be instituted by the employee within ten (10) working days of the completion of the second procedural stage. It shall consist of a written request by the aggrieved employee for a review and determination of his grievance by the Board of Education. In such a case, the aggrieved employee and the Superintendent shall submit within ten (10) working days written statements setting forth the specific nature of the facts relating thereto. Thereupon, the Board of Education shall hold a hearing.

1. Any such hearing may be conducted by any member of the Board designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report.

2. The report of the Board shall contain a statement of the Board's finding of fact and conclusions. The Board shall send a copy of its report to each employee involved, the representatives, if any, the immediate supervisor and to the Superintendent.

3. The decision of the Board shall be made not later than the second regular monthly Board meeting after receipt of appeal and shall be final and binding.

(d) The Union shall be notified of all steps taken on an employee's grievance in the event an employee states a desire to be represented by the Union.

(e) Grievances raised by the District shall be processed, insofar as is practicable, in accordance with the aforementioned procedure.

Article XI - Union Business

Section 1

Permission may be granted for the use of District facilities for meetings at the discretion of the District. Such permission may be withdrawn at the discretion of the District.

Section 2

The Union may request the use of designated school mailboxes for the purpose of distributing its material. Effective January 11, 2011, the Union shall indemnify and hold the District harmless for any and all damages due to postings/use of the District's mail service and mail boxes by the Union or its members.

Section 3

Union business shall not in any way interfere with the regular duties of any employee or take place during any employee's working hours.

Section 4

The Union may designate one Union Representative per building for the Unit. The Employer shall recognize an employee as Union Representative if it receives written notice of his/her selection or designation by the Union. Neither the Union Representative nor any committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slow-down or stoppage or order the discharge of any employee.

Section 5

Space on one (1) bulletin board shall be reserved in each building for use by the Union for the purpose of posting informational material for the unit. The size and location of the space shall be determined by the Superintendent of Schools or his/her designee, in consultation with the Union President. Effective January 11, 2011, the

Union shall indemnify and hold the District harmless for any and all damages due to postings/use of the District's mail service and mail boxes by the Union or its members.

Article XII - Taylor Law Notice

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 240-a OF THE TAYLOR LAW, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, WILL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article XIII - Mutuality of Obligation

Section 1

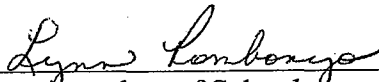
In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

Article XIV - Duration

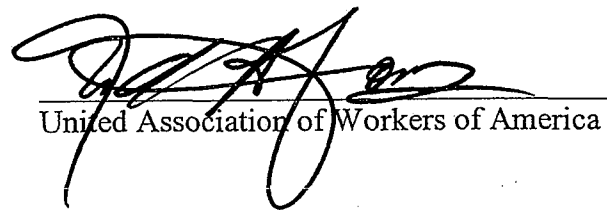
The provisions of this agreement shall be effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2012.

This contract will not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.

gh IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of June, 2011.



Superintendent of Schools



United Association of Workers of America

Appendix A

SALARY

Salary

Cooks

09-10	10-11	11-12
\$20,181	\$20,181	\$20,181

Assistant Cooks

09-10	10-11	11-12
\$15.15	\$15.15	\$15.15
\$16.70	\$16.70	\$16.70

Food Service Helpers and Cafeteria Monitors

	09-10	10-11	11-12
Step 1	\$9.25	\$9.25	\$9.25
Step 2	\$9.70	\$9.70	\$9.70
Step 3	\$10.10	\$10.10	\$10.10
Step 4	\$11.65	\$11.65	\$11.65

* The two employees whose hourly salaries exceed those on the salary schedule shall be paid as follows during the term of this contract: \$13.20 per hour for Ms. Macaluso and \$14.05 per hour for Ms. Soriano