

AGREEMENT

BY AND BETWEEN THE

BOARD OF EDUCATION  
OF THE  
CITY SCHOOL DISTRICT OF THE  
CITY OF POUGHKEEPSIE

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

NON-TEACHING CAFETERIA PERSONNEL UNIT  
DUTCHESS COUNTY EDUCATIONAL LOCAL 867

JUNE 1, 2003 - JUNE 30, 2007

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PREAMBLE

This Agreement, made between the Board of Education of the City School District of the City of Poughkeepsie, New York (hereinafter called "The Board") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized Union by the Poughkeepsie City School District Non-Teaching, Cafeteria Personnel Unit, Dutchess County Educational Local 867 (hereinafter called "CSEA").

WITNESSETH:

**ARTICLE I - RECOGNITION**

A. RECOGNITION

The Board recognizes the CSEA as the sole and exclusive bargaining and negotiating representative with respect to rate of pay, wages, hours of employment, and other terms and conditions for the cafeteria employees of the Board in the following classifications: Assistant Cook Manager, Cook, Baker, Food Service Helper, hourly Helper.

The period of recognition shall be the maximum time allowed by law. It is intended that this Agreement implements the principle that the Board will receive a fair day's work for a fair day's pay.

B. DUES DEDUCTION

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

**ARTICLE II - NO STRIKE POLICY**

In consideration of such recognition, CSEA confirms that it does not assert the right to strike against the Board or the school system, nor will it assist and/or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist and/or participate in a strike.

**ARTICLE III - SALARIES, WAGES AND PAY**

A. The hourly wage rates for hourly employees, including five (5) hour, hourly employees shall be as indicated in Appendix A.

B. Salary schedules for all regular and hourly employees shall be increased by 4.5% effective July 1, 2003; 4.5% effective July 1, 2004; 4.5% effective July 1, 2005; and 4.5% effective July 1, 2006. All employees eligible to advance a step shall do so annually. However, employees hired on or after February 1<sup>st</sup> shall not be moved a step until the second July 1<sup>st</sup> following their hire date.

C. 1. The longevity schedule, for salaried employees(non-cumulative), shall be as follows, payable upon reaching the anniversary date of employment, but spread across the pay periods thereafter.

		<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>	<u>7/1/06</u>
11 <sup>th</sup> year	-	\$500	\$ 600	\$ 700	\$ 800
15 <sup>th</sup> year	-	\$1000	\$1100	\$1200	\$1300
18 <sup>th</sup> year	-	\$1600	\$1700	\$ 1800	\$1900
22 <sup>nd</sup> year	-	\$1800	\$1900	\$ 2000	\$2100

2. Hourly employees will receive the following longevities (cumulative):

7 Years:	.35 - July 1, 2004; .45 - July 1, 2005; .55 - July 1, 2006
10 Years:	.40 - July 1, 2004; .50 - July 1, 2005; .60 - July1, 2006
15 Years:	.50 - July 1, 2004; .60 - July 1, 2005; .70 - July 1, 2006

D. **SNOW DAYS**

Salaried employees shall receive regular pay for snow days.

E. **OVERTIME PAY - LEAVES OF ABSENCE**

If an employee who has been absent from employment pursuant to a leave provision under which he/she does not lose salary for the absence and under which he/she receives his/her usual wage although absent is authorized to work outside his/her normal, usual or fixed daily hours in the rate for such work; but if an employee has been absent under such absence, he/she shall be paid only his/her regular salary for work up to his/her normal hours per week, regardless of whether the work is during or outside his/her normal, usual or fixed daily hours, and only thereafter shall such employee be entitled to overtime pay. Salaried employees who work 4 ½ hours or more shall be paid for overtime work at the rate of one and one-half the rate of regular pay. Hourly employees shall be paid overtime at the rate of time and one-half for all hours worked over 40 in one week.

F. WORK YEAR

Salaried workers shall be required to work during the period of the entire school year when in the discretion of the Superintendent, meals are to be prepared and served to students and/or faculty during the regular school day. All employees will be required to report for such orientation necessary. All salaried employees will be required to report for such orientation meetings as in the discretion of the Superintendent are necessary. All salaried employees will be required to report the day before school starts and the day after school closes. Cook managers, assistant cook managers, and office help shall work such additional time that is required for the performance of their duties, as determined by the Superintendent.

G. STATEMENT OF EARNINGS

Each employee shall receive from the Board a statement of gross earnings and of all deductions therefrom.

H. PAY FOR WORK ABOVE CLASSIFICATION

No employee shall work above his title or classification in excess of a consecutive period of three working weeks unless he/she shall be compensated for the work being performed at the rate of salary appropriate to the classification of work, to be determined by the Superintendent of Schools.

An employee in one classification or title may be used in another job classification or title in the event of absence of an employee whose position is required to be filled with an adjustment of pay to be made as hereinabove provided.

I. PAY FOR NON-WORK DAYS; NO-SYMPATHY STRIKE CLAUSE

If the schools are closed for any reason, excluding a labor dispute between the parties hereto, then and in such event the present policy shall prevail for the employees covered by this Agreement, and such employees shall be guaranteed employment and payment therefor. Such employees will not honor any picket line in any labor dispute which may develop between the Board and any other of its employees.

J. SEPARATION FROM EMPLOYMENT

Upon discharge, the Board shall pay to the employee all monies due; upon voluntary termination of employment, the Board shall pay all monies due to the employee on the payday following such termination. Upon separation from employment, the employee shall deliver to his/her immediate supervisor all school property in his/her possession or assigned in substantially the same condition as when received, reasonable wear and tear expected, or in lieu thereof, shall pay the fair and reasonable value thereof.

K. MILEAGE ALLOWANCE

Employees working in more than one school shall receive the mileage rate established by Board policy for job related travel between schools.

L. LEAD PERSON AT ELEMENTARY SCHOOL

Effective July 1, 2000, employees designated by the Food Service Manager as the lead person ("person in charge") at the elementary school shall be compensated at an additional \$1.00 per hour over and above his or her regular hourly rate. Only "hourly" employees shall be eligible for this additional payment.

M. UNIFORM ALLOWANCE

After the completion of one (1) year of service with the District, the District shall reimburse an employee up to \$75.00 per year effective July 1, 2004 for uniforms upon the submission of receipts. An employee shall only be permitted to submit his or her receipts one time per year. Payment shall be made in the last payroll in November and the last payroll in May, and receipts must be submitted at least two (2) weeks prior to the requested payment date.

N. TRAINING DAYS

Up to three (3) paid mandatory training days may be scheduled by the Food Service Director between the first day of school and the last day of school.

**ARTICLE IV - MEDICAL AND DENTAL INSURANCE**

A. HEALTH INSURANCE BENEFITS

Effective July 1, 2004, the Board shall pay the entire cost of the DEHIC Alternate PPO Plan for individual or family coverage as selected by the employee. Each employee shall have the right to opt for HMO coverage, whereupon the District's obligation to fund such coverage shall be up to the monthly dollar limit of the cost of coverage under the DEHIC Alternate PPO Plan. Hourly employees are not eligible for health insurance benefits.

B. HEALTH INSURANCE BUY-OUT

Unit members who are otherwise health insured may opt out of the District's health insurance program and receive a per annum payment, to be made in ten (10) equal installments, so long as the

employee remains employed in the District. The unit member's per annum payment shall be dependent upon the number of unit members opting out of the District's health insurance plan, in accordance with the following schedule:

Up to three (3) buy-outs:	\$ 800.00; \$1000 effective July 1, 2004
Four (4) through five (5) buy-outs:	\$1000.00; \$1200 effective July 1, 2004
Six (6) or more buy-outs:	\$1200.00; \$1400 effective July 1, 2004

1. Notice of opting out and proof of alternative health insurance coverage must be provided to the Assistant Superintendent for Personnel and Administration in writing by no later than June 1 for opting out effective July 1.

2. Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the District's health insurance program rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable school year (i.e.: If an employee re-enters on January 1<sup>st</sup>, he/she shall refund \$500.00 to District).

3. New hires may opt-out and receive this benefit on a pro-rata basis, where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Assistant Superintendent for Personnel and Administration.

#### C. DENTAL INSURANCE BENEFITS

The District shall pay the entire cost of the EBF Dutchess Dental Plan for individual and family coverage, as selected by the employee. Hourly employees shall not be entitled to dental insurance.

#### D. VISION COVERAGE

The District shall pay the entire cost of individual coverage for unit members to be enrolled in the EBF Platinum 12 Individual Plan.

### ARTICLE V - LEAVES

#### A. SICK LEAVE

Salaried employees in the Cafeteria unit shall be entitled to nine (9) days personal sick leave per year at regular pay, accumulative to a maximum of two hundred (200) day; provided however, that during the first three (3) years of employment, accrual shall be at the rate of one (1) sick day for each month worked and in the event a person seeks to take advantage of accumulated sick leave, he/she shall, upon his/her return to work, produce proof of illness or other disability. No additional

sick leave days may be accumulated over the figure of two hundred (200) days, except as hereinafter provided. Hourly employees shall be entitled to eight (8) days sick leave per year at regular pay cumulative to a maximum of one hundred (100) days. Sick days shall be accumulated one day per month except no sick days shall be granted to hourly employees for the months of September and June.

A doctor's certificate of physical fitness is required after absence of three (3) consecutive days due to personal illness; however, the school Superintendent may request such a certificate after an absence of three (3) consecutive days or more or in instances where a pattern of abuse is indicated (e.g., days taken off on Mondays and Fridays or before or after vacation and/or holiday periods). In such circumstances, the Board will indemnify the employee against any reasonable additional expenses incurred in obtaining such certification.

B. RETIREMENT/DEATH SICK LEAVE CONVERSION

In the event of the termination of service of an employee in the unit, payment of accumulated unused sick leave shall be made under the following conditions:

1. The employee must have had at least seven (7) years regular employment by the Board;
2. There must be at least thirty (30) days of such accumulated leave;
3. With respect to retirement, the employee must give the Board at least three (3) months notice in advance of the intended date of retirement;
4. Payment shall be made up to a maximum of \$3,000 at the rate of \$30 per day.

C. SICK LEAVE CONVERSION

In lieu of such payment, the employee may elect to use such accumulated leave as vacation time so as to accelerate the date on which he/she stops working, but the number of days so used by the employee shall not exceed the number of days for which he/she would be paid pursuant to the limitation in Subdivision 4 above. Sick leave conversion will not be permitted, if the employee is discharged from service.

D. ILLNESS IN FAMILY LEAVE

Three (3) days per year at full pay shall be allowed for illness in the family. "Family" is defined as follows: mother, father, husband, wife, children, or in lieu of some other specific individual designated by the employee, and living under the same roof. At the beginning of each school year, each employee shall designate on a form supplied by the Business Office, the name of such other specific individual to be in lieu of the above named persons. Leave for illness in the

family shall not be cumulative.

E. BEREAVEMENT LEAVE

1. Salaried employees shall be granted five (5) days leave without deduction of pay for absence due to the death of their father, mother, husband, wife, children, brother or sister or such other person designated by the employee on the form supplied by the Business Office.

2. Salaried employees shall be granted three (3) days leave without deduction of pay for absence due to death of their mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, or such other relative who shall have been living under the same roof as the employee but not included in paragraph 1 above.

3. Salaried employees shall be allowed one (1) day leave without deduction of pay for absence due to the death of their niece, nephew, aunt, uncle, or first cousin, except that in the case where travel is required for a one-day distance beyond a 150 mile radius, two (2) days leave may be allowed without deduction of pay.

4. Individual adjustments may be made for members of the staff.

5. Hourly employees shall be entitled to two (2) bereavement days for the death of a mother, father, daughter, son, sister or brother. Bereavement days shall be credited at the commencement of the school year and may not be accumulated.

F. JOB RELATED DISABILITY LEAVE

When an employee shall be absent as a result of injury or disability arising out of and in the course of his employment for which he/she is entitled to payment under Workers' Compensation Insurance, the employee shall be paid his regular salary subject to deduction therefrom of the amount of Workers' Compensation payments received; and such absence, for a period not to exceed ninety (90) work days, shall not affect the employee's sick leave; after such absence exceeds ninety (90) work days, the absence of the employee shall be charged against his/her sick leave, until he/she returns to work. However, if because of the injury the employee becomes eligible for retirement, the Board may require the employee to retire, and after expiration of time reasonably required to comply with and complete the procedure for retirement, the employee shall no longer be entitled to payment of salary from the Board.

G. PERSONAL LEAVE

1. Salaried employees shall be entitled to two (2) personal days per year absence without loss of pay or deduction from accumulated credits; provided, however, each such absence must be

approved by the administration in advance. Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least two (2) days notice of his request, setting forth the reason for such request and the number of days absence requested. Two (2) unused personal business days per year may be accumulated to a maximum of ten (10) and added to the employee's personal sick leave, upon the accumulation of ten (10) days, as additional sick leave over and above that hereinbefore provided. Hourly employees will receive one (1) personal day per year, effective July 1, 2004.

2. Personal leave shall be defined as leave necessary for the conduct of business which cannot be conducted at any other time except when the employee is working. It is understood and agreed that personal leave is not vacation leave and no approval as such will be granted.

#### H. JURY SERVICE

On proof of jury service, an employee shall be granted a leave of absence without charge against leave time and without deduction of pay except for any fee or compensation received by the employee for such service, less travel expenses received, for which the Board shall receive credit.

#### I. CHILD REARING LEAVE

1. Upon written application, a child rearing leave without pay shall be granted for a period not to exceed two (2) years. Such leave may be extended by the District upon request. Employees requesting such leave shall give reasonable notice (90 days) to the District prior to the tentative commencement and termination of leave dates. Return from such leave shall coincide with the beginning of semester and the employee shall give written notice of intent to return from leave at least thirty (30) days before, or resignation of leave sixty (60) days before the leave termination date. In the event of the death of a child, such employee may return to service no later than at the beginning of the next semester, or at such other time as is mutually agreed upon between the employee and the Superintendent of Schools.

2. Child rearing leave shall apply equally for the birth of an infant or the adoption of a child.

#### J. PERFECT ATTENDANCE BONUS

A perfect attendance bonus shall be established with a payment of \$300.00 for not using any sick days in a year, and \$150.00 if only one sick day is utilized in a year. Employees will be prohibited from taking an unpaid day in lieu of using a sick day or personal day in order to be eligible for this bonus.

## ARTICLE VI - GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of this procedure is to resolve fairly and equitably at the lowest possible administrative level problems which may arise under this Agreement and to reduce to a minimum the need to resort to the more formal type of proceedings which prevail before administrative agencies or the Courts. The parties believe that proceedings should be kept as informal and confidential as the various stages of this procedure permit. Nothing herein contained shall be construed as limiting the right of any person, who may claim to have a grievance hereunder, from discussing the matter informally with any appropriate member of the administration in an attempt to adjust the grievance in such manner.

### B. DEFINITIONS

As used in this Article, the following terms shall have the meaning set forth:

1. A grievance shall be defined as a violation of one of the provisions of this contract.
2. An aggrieved party is the party, person or persons making the claim.
3. It is understood and agreed that the CSEA as bargaining agent for the cafeteria employees shall have the right to make a claim on behalf of any aggrieved person.

### C. STAGE I OF THE PROCEDURE

An employee or group of employees claiming to have a grievance shall submit to his or her immediate supervisor a written statement of the facts within thirty (30) calendar days from the time the aggrieved party or parties knew, or should have known of the event(s) giving rise to the grievance. Failure to file a grievance within the time limit set forth above will constitute a waiver of the grievance, and the grievance shall be dismissed. This in no way precludes the Union from moving forward with grievances in circumstances when the District has failed to answer the grievance within the time frame set forth in the grievance procedure. The grievance shall include the following information.

1. The name and position of the aggrieved party;
2. A concise statement as to the nature of the grievance, setting forth the contract provisions(s) alleged to be violated.
3. The time, place and persons alleged to have been responsible for causing the grievance;
4. The redress sought; and

5. The signature of the aggrieved person(s).

The immediate supervisor will hold a conference and/or hearing in an effort to seek a solution. In no instances shall more than ten (10) working days lapse between the time of receipt of the grievance by the immediate supervisor and the scheduling of the conference and/or hearing. The immediate supervisor shall give his or her answer, in writing, to the claim of the grievance within five (5) working days following the conclusion of the conference and/or hearing.

#### D. STAGE II OF THE PROCEDURE

If the aggrieved party is not satisfied with the decision at Stage I, he or she may proceed to Stage II by filing the written grievance within fifteen (15) days after receipt of other answer at Stage I, or, if no answer has been given, fifteen (15) days after the expiration of the grievance shall be filed with the Superintendent of Schools. Within ten (10) working days from the receipt of the written grievance, the Superintendent of Schools or his/her designee shall schedule the hearing. Within ten (10) working days of the hearing, the Superintendent of Schools or his/her designee shall issue a decision in writing.

#### E. STATE III OF THE PROCEDURE

If the grievance is not satisfactorily restored at Stage II, the aggrieved person may, within fifteen (15) days after receipt of the decision at Stage II, or, if no decision had been rendered, fifteen (15) days after the expiration of the period within which the decision should have been rendered, request a further review before the Board, by filing such request with the Clerk of the Board; otherwise, the grievance shall be deemed fully resolved, and the proceedings fully terminated. Upon receipt by the Board of a request for review, it shall fix a time, date and place for the hearing which may be before the Board or a committee for the hearing which may be before the Board or a committee of three (3) members specially designated for such purpose, in which event the committee shall report thereon to the Board which shall thereupon take final action with respect thereto. All hearings at Stage III shall be in executive session, with the grievant and necessary Union representation present. The Board must render its decision in writing within twenty (20) days after the conclusion of the hearing.

#### F. STAGE IV OF THE PROCEDURE

If the grievance is not satisfactorily resolved at Stage III, CSEA, Inc. may, within twenty (20) days after the expiration of the period within which the decision should have been rendered, file for arbitration with the American Arbitration Association. A copy of such demand for arbitration shall be sent to the Clerk of the Board of Education. An arbitrator shall be mutually selected by the District and the Union. The arbitrator shall promptly fix the time, date and place of hearing. The arbitrator shall have no power to alter or change any provision of this Agreement or to make any decision which requires the commission of an act prohibited by law or which violated the terms and provisions of this Agreement; he/she shall consider only those issues and matters which have been

set forth in writing in the Grievance Form as herein provided and no others; and his/her authority shall be limited to the interpretation and the application of the provisions of this Agreement insofar as the same may be necessary for a determination of the grievance. The arbitrator shall render this decision in writing within twenty (20) days after the conclusion of the hearings; and he/she shall set forth therein his findings of fact, his/her reasoning and his conclusions on the issues final and binding on the parties. All costs of the arbitration shall be borne equally by the Board and the CSEA.

G. ELIMINATION OF STAGE I

If CSEA or the Board shall determine that a grievance affects a group or class within the Instructional Negotiating Unit, the grievance procedure may be commenced at Stage II.

H. REPRESENTATION

A party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

GRIEVANCE FORM

Grievance No. \_\_\_\_\_

Date: \_\_\_\_\_

Employee:

Classification:

Building or Location:

Other:

Date Employed:

NATURE OF GRIEVANCE

(Attached copies of answer given at Stage I and  
of decisions at all subsequent Stages.)

Provisions of Agreement Involved:

Time, Date and Place of Grievance:

-----

Person or Persons Involved:

Concise Statement of Facts:

Relief or Settlement Desired:

\_\_\_\_\_  
SIGNATURE

(IF MORE SPACE IS REQUIRED, ATTACH ADDITIONAL PAGES.)

## ARTICLE VII - PROMOTIONAL OPPORTUNITIES

### VACANCIES AND NEW POSITIONS

Notice of vacancies and new positions in the unit shall be made known in writing to the Association President and posted prior to being filled. Preference shall be given to members of the bargaining unit on the basis of seniority and qualification. Qualification shall be determined finally by the Superintendent of Schools.

## ARTICLE VIII - SENIORITY - REDUCTION IN FORCE

### A. SENIORITY

The employer and the Union shall jointly establish a seniority list by job title. Seniority shall be an important factor in filling vacant jobs in the school district and in transfers within existing jobs. If it becomes necessary to reduce the workforce, the last person on the seniority list for each job title shall be laid-off first and when the force is again increased, the laid-off persons shall be returned to work in reverse order in which layoff occurred. Such recall rights shall exist for one year following any layoffs.

In the event of a recall, the laid-off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given by the employee. Within three (3) calendar days after tender of delivery to such address of the employer's notice, the employee must notify the employer by telegram, registered or certified mail, of his intent to return to work and must actually report to work within seven (7) calendar days after tender of delivery of the recall notice, unless mutually agreed otherwise. Failure to comply with this section shall cause a loss of all seniority rights under this Agreement and shall be considered as a voluntary termination.

### B. NOTICE OF LAYOFF

The Association President shall be given thirty (30) days notice, in writing, prior to any layoffs.

## ARTICLE IX - INDIVIDUAL AND ASSOCIATION RIGHTS

### A. SUBCONTRACTING

So long as the Board shall operate a cafeteria system and shall prepare the food on school premises, the following unnumbered paragraphs shall apply to this unit, provided, however, that nothing herein shall be deemed to restrict or compromise the power of the Board to abolish a

cafeteria service or adopt a different system of providing for food service.

The Board will not contract with third persons for work which is within the usual and normal scope of employment of members of this unit which will result either in a loss of overtime work for an employee or in a loss of employment, provided, however, (a) that when in the judgment of the District's administration an emergency situation so requires, a third person may be engaged for such emergency; power of the Board to adopt or enter into new or different programs which may require employment of or the rendering of services by persons not members of this unit, in which event the restriction herein shall be subordinate to the requirements of such new or different programs.

B. USE OF FACILITIES

The District will provide bulletin board privileges and meeting space for CSEA upon request by CSEA, provided that the same shall not interfere with the educational process of the School District and shall not involve any extra expense for the Board.

C. ASSOCIATION PRESIDENT'S LEAVE

Each fiscal year of this contract the Board shall provide up to twelve (12) days off, with pay, to the President or his designee for the purpose of conducting or participating in CSEA business. Such days may be used in no less than half-day increments. The President or his designee, may extend attendance at conferences or other activities conducted for the purpose of participating in CSEA business, by utilization of accumulated vacation leave.

If a problem arises during the work day, which in the judgment of the Board, the Superintendent, or his designee requires the immediate attention and participation of the CSEA, its President shall be relieved of his/her work duties for consultation and such other action on his/her part as may be deemed required.

D. ASSOCIATION DELEGATES LEAVE

The District will permit no more than two (2) official delegates who may be selected to represent the negotiating unit at the CSEA State Convention to be absent for such purpose without loss of pay for a period not to exceed three (3) days, and one official delegate who may be selected to represent the negotiating unit at the CSEA County Convention to be absent for such purpose without loss of pay for a period not to exceed three (3) days. It is understood that the Board is in no way responsible for any cost in connection with the attendance by any employee at such conventions.

E. PERSONNEL FILES

An employee shall be entitled to examine his personnel file and record upon reasonable notice to the Board. No derogatory materials or adverse criticism of an employee may be inserted in his record unless such materials first be shown to the employee involved, who shall then be permitted to discuss fully the allegations with those in supervisory or administrative positions;

thereafter, an appropriate complete record may be made.

F. ACCESS OF OTHER LABOR ORGANIZATIONS

The employer agrees that it shall not permit any other labor organization as defined in the Taylor Law to hold meetings with bargaining unit members for the purpose of discussing terms and conditions of employment or be provided with meeting space or access to the intra-mail facilities for the purposes of soliciting bargaining unit members on the property or premises owned or occupied by the school district, to the extent allowable by law.

G. ANNUAL EMPLOYEE STATUS REPORTING

Each September an annual update shall be furnished to the Association indicating the date of hire, years of service, job classification, name, salary and longevity of each employee in the bargaining unit.

H. SENIORITY

Salaried staff members shall have seniority rights over hourly staff members (includes hourly and seasonal), such that the seniority of hourly staff members is subordinate to salaried staff members in the same job title

I. LABOR MANAGEMENT COMMITTEE

The District and the CSEA unit shall establish a Labor-Management Committee consisting of two (2) members from each party. The Committee shall meet at least quarterly, at a time and date mutually determined by the members of the Committee. At such meetings, the parties may discuss complaints, safety issues or policies of the School District. Both parties agree to submit a written agenda one (1) week in advance of the scheduled meeting. The meeting may be mutually canceled or postponed by written notice by either party.

**ARTICLE X - SAVINGS CLAUSE, IMPLEMENTATION**

A. SAVINGS CLAUSE

This Agreement shall supersede any regulations, rules or practices of the Board of Education which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board of Education.

B. COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board of Education and distributed to all cafeteria personnel of the Civil Service Employees' Association.

C. LEGISLATIVE ACTION

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 - DURATION OF THIS AGREEMENT

This Agreement shall be effective for the period of July 1, 2003 through June 30, 2007. The above agreements constitute all of the agreements reached by the CSEA at the negotiations leading to this Agreement, and all negotiable items have been discussed and negotiations shall not be reopened during the term of this Agreement. The signatures appearing below indicate agreement to this contract by the Civil Service Employees Association, Inc. And by the Superintendent of Schools, ratification by the membership of the Poughkeepsie City School District Non-Teaching Unit (Cafeteria personnel of the Civil Service Employees Association, Inc.) And ratification by a majority of the Board of Education.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties, the day and year first above written.

BOARD OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF POUGHKEEPSIE,  
NEW YORK

BY:   
SUPERINTENDENT OF SCHOOLS

BY:   
STANLEY F. MERRILL

CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC., CAFETERIA PERSONNEL UNIT

BY:   
LABOR RELATIONS SPECIALIST

BY:   
PRESIDENT

## APPENDIX A

**Cafeteria Contract 7/1/03 thru 6/30/07****Cafeteria Entry Level Salary Schedule**

<u>Title</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Cook - 7 Hour	9,414	9,838	10,281	10,743
Cook - 6 Hour	6,912	7,223	7,548	7,887
Baker - 6 1/2 Hour	7,054	7,371	7,703	8,050
FSH - 5 Hour	6,475	6,766	7,071	7,389
FSH - 5 1/2 Hour	6,611	6,908	7,219	7,544
FSH - 6 1/2 Hour	7,132	7,453	7,788	8,139
Assist Cook	12,873	13,453	14,058	14,691
	to 16,791	to 17,547	to 18,336	to 19,161

**Longevity Schedules  
(Non-Cumulative)**

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
11th year	500	600	700	800
15th year	1,000	1,100	1,200	1,300
18th year	1,600	1,700	1,800	1,900
22nd year	1,800	1,900	2,000	2,100

## APPENDIX A

**Cafeteria Contract 7/1/03 thru 6/30/07**

<b>Cafeteria Hourly Rates</b>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Step 1	7.83	8.18	8.55	8.93
Step 2	8.51	8.89	9.29	9.71
Step 3	8.77	9.16	9.57	10.01
Step 4	9.03	9.44	9.86	10.30
Step 5	9.29	9.71	10.14	10.60

<b>Hourly Longevity</b>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
7 years	0.25	0.35	0.45	0.55
10 years	0.25	0.40	0.50	0.60
15 years	0.25	0.50	0.60	0.70

<b>Cumulative Hourly Long</b>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
7 years	0.25	0.35	0.45	0.55
10 years	0.50	0.75	0.95	1.15
15 years	0.75	1.25	1.55	1.85