

AGREEMENT

between the

**ELWOOD UNION FREE SCHOOL
DISTRICT**

and the

**ELWOOD CAFETERIA STAFF
ASSOCIATION, an affiliate of
LOCAL 237, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

July 1, 2024 through June 30, 2029

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AGREEMENT entered into this 1st day of July, 2024 by and between the ELWOOD UNION FREE SCHOOL DISTRICT, Town of Huntington, Greenlawn, New York (hereinafter referred to as the "District"), and the ELWOOD CAFETERIA STAFF ASSOCIATION OF THE ELWOOD UNION FREE SCHOOL DISTRICT, Greenlawn, New York, an affiliate of LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Association").

PREAMBLE

WHEREAS, under the provisions of the Public Employees' Fair Employment Act, the parties, at the request of the Association, have by their respective representatives, negotiated modifications and revisions in the wages, hours, and terms and conditions of employment of the cooks, food service help and other cafeteria employees in this District; and

WHEREAS, the parties have reached certain agreements during such negotiations, including the renewal of the previous expired Collective Negotiations Agreement, and have expressed a desire to embody such agreements in a new Collective Negotiations Agreement for the purpose of establishing and maintaining harmonious relations between the District and the employees, and to that end provide for the fair and peaceful adjustment of any disputes which may arise between them.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I – RECOGNITION

The District recognizes the Association as the exclusive representative of the employees in the negotiating unit consisting of all members of the cafeteria staff, including but not limited to cooks, food service workers, lead food service workers and other cafeteria employees, for the purpose of collective negotiations under the Public Employees' Fair Employment Act.

ARTICLE II – NO STRIKE

The District and the Association subscribe to the principles set forth in Public Employees' Fair Employment Act that all disputes between the parties shall be resolved by peaceful and appropriate means without interruption of work. The Association therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusals to perform work by the employees governed by this Agreement and agree not to instigate or to participate in such a strike.

ARTICLE III – WAGES

A. Salaries in each year of this Agreement shall be as follows:

1. The entry level hourly rate/salary shall be as follows:

COOKS	Effective 7/1/2024	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028
Hourly	\$25.00	\$25.50	\$26.01	\$26.53
Elementary Cooks Annualized (Hourly x 7-hour day x 184 days (inclusive of holidays))	\$32,200	\$32,844	\$33,501	\$34,171
Secondary Cooks Annualized (Hourly x 8-hour day x 174 days (inclusive of holidays))	\$34,800	\$35,496	\$36,206	\$36,930

	Effective 7/1/2024	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028
Assistant Cook	\$20.00	\$20.40	\$20.81	\$21.23
Hourly Employees excluding cooks and assistant cooks	\$18.00	\$18.36	\$18.73	\$19.10

2. Effective July 1, 2024, the base wages for unit members employed as of June 30, 2024 shall be as follows:

Cooks: \$25.00

Assistant Cooks: \$20.00

For hourly employees, excluding cooks and assistant cooks, with a \$16.00 base wage: \$18.00

For hourly employees, excluding cooks and assistant cooks, with a base wage above \$16.00: \$19.00

3. Effective July 1, 2025, there shall be a 2.0% increase on the 2024-2025 base wages.

Effective July 1, 2026, there shall be a 2.0% increase on the 2025-2026 base wages.

Effective July 1, 2027, there shall be a 2.0% increase on the 2026-2027 base wages.

Effective July 1, 2028, there shall be a 2.0% increase on the 2027-2028 base wages.

The entry level wages in Article III(A)(1) above shall be indexed by the foregoing percentage increases on July 1, 2026, July 1, 2027, and July 1, 2028 only.

4. All cooks' salaries shall be converted from an hourly rate to an annual salary as of July 1, 2016.

B. It is agreed and understood that the following terms and conditions shall also be applicable to the salary of unit members during the life of this Agreement:

1. The word "years" as specified in this paragraph shall mean length of service accrued as of any July 1st, and salary changes for years of service shall only occur effective as of that date. However, any hourly employee appointed to regular service on or before March 1st shall be deemed to have completed the entry to 1st anniversary period by July 1st of that same year. Such an employee shall then proceed on the career salary plan accordingly.

2. An hourly employee who substitutes for an absent cook shall receive a wage differential of twenty percent (20%) for all such substitute time.

3. Longevity Pay

a) Full-time unit members – Longevity pay shall continue to be provided for all full-time employees on annual salary. For the purposes of calculating years of service, time shall accrue from the employee's first day of regular appointment, and shall include such service that was part-time and paid hourly, provided that it was rendered on a continuous basis. Calculation for the first year of service shall be as provided for in Article III(B)(1) above. Effective July 1, 2020, longevity rates are as follows: after ten (10) years, \$400 shall be added to the employee's annual salary; after fifteen (15) years, \$600 shall be added to the employee's annual salary; and after twenty (20) years, \$800 added to the employee's annual salary. Longevity payments shall be cumulative to a maximum of \$1,800.

b) Part-time unit members – There shall be a longevity payment made to part-time unit members. Beginning September 1st immediately following ten (10) years as a food service worker in the District, the unit member shall receive a longevity payment of \$150. After 15 years of such service, the payment shall be \$150. After twenty (20) years of service the payment shall be \$150. Longevity payments shall be cumulative to a maximum of \$450. These longevity payments will be included in the initial September payroll.

D. Notwithstanding any other provision contained herein, the parties agree that, in the event the School Lunch Program experiences a financial reversal which might at any time possibly lead to a deficit, salary increases for the subsequent year(s) of this Agreement will be suspended. The parties will, in addition, thereupon meet as soon as practicable to reopen wage negotiations. Should the District invoke this provision at any time during the life of this Agreement, it will provide the Association with financial information to substantiate the claim of a potential deficit.

E. The District agrees that notwithstanding occasions when the school lunch program is curtailed owing to a snow day or an early dismissal day or some other unusual or extraordinary circumstances day, the employees covered by the Agreement shall suffer no reduction of their regularly scheduled pay. It is understood, however, that if such day(s) is/are made up sometime

later in the school year, employees who receive full pay without reduction during the earlier school week embracing such day(s) shall receive no additional compensation for the make-up day(s).

F. Effective November 1996, the pay of all unit members is to be direct-deposited into the bank account of their choice, every pay day.

ARTICLE IV – WORK WEEK

A. All cooks are full-time salaried employees. The work week shall consist of either a seven (7) or eight (8) hour day inclusive of one (1) hour per day for lunch. Elementary Cooks shall work a seven (7) hour day and Secondary Cooks an eight (8) hour day. All cooks hired prior to July 1, 2016 will be compensated on an hourly basis in the event such employees are required to work calendar days beyond 184. All cooks hired after July 1, 2016 shall be compensated on an hourly basis in the event such employees are required to work calendar days beyond the 174 or 184 noted in Article III.

B. The work year for all employees shall be the same as the school year for the teaching staff.

C. Hourly employees shall work during and be paid for the number of hours designated and actually worked.

ARTICLE V – SICK LEAVE

A. Full-time salaried employees shall be entitled to twelve (12) days of sick leave per year. Hourly employees shall be entitled to ten (10) days of sick leave per year. In addition to the foregoing annual entitlement, however, any full-time salaried or hourly employee who has not used paid personal business days under Article VII of this Agreement during the school year, shall have an equivalent number of additional paid sick days credited to his/her accumulated sick leave total at the end of the school year. Upon retirement each employee will be entitled to one (1) day's salary for every three (3) days of accumulated sick time.

B. Sick leave for all employees may be accumulated on an unlimited basis.

C. The District deserves the right to request a doctor's certificate for any day of sick leave.

ARTICLE VI – OVERTIME

A. Overtime compensation shall be paid at the rate of one and one-half times the hourly rate after forty (40) hours per week.

B. The District also agrees to pay overtime compensation at the rate of time-and-one-half of the hourly rate for all hours worked on special dinners which are served after the end of a school day and guarantee a minimum of two (2) such overtime hours.

C. In addition to the foregoing, an employee shall be paid time-and-one-half his/her own hourly rate for hours worked on a special meal, including breakfast on a school day or a non-school day, if such hours worked are prior to or after the employee's own regularly scheduled hours.

D. Any overtime or extra work on Sundays shall be paid at a double time rate.

ARTICLE VII – PAID ABSENCES

A. Personal Business – Upon written request to the School Lunch Manager, and with the approval of the Superintendent or his/her designee, an employee shall be entitled to two (2) days of leave during the terms of this Agreement with the reason stated as personal business; provided, however, that the employee certifies on the submitted request that the personal business (1) requires his/her personal presence and (2) cannot be handled other than during school hours. In the event of an emergency (which the School Lunch Manager and Superintendent thereafter in their sole discretion accept as such), available personal business leave provided above may be taken without the employee having made a prior written request therefore. Additional unpaid time off may be granted for personal business upon written request to the School Lunch Manager and with the approval of the Superintendent. Where the paid personal business days described above are not used by an employee during the school year, they shall be added, following the close of school, to that employee's accumulated sick leave total.

B. Holidays – Unit members shall be entitled to four (4) holidays per year to be agreed upon by the District and Association.

C. Jury Duty – Upon written notification and appropriate verification to the Supervisor or his designee and School Lunch Manager, absence for jury duty shall be granted. Compensation received for such jury duty shall be refunded to the District.

D. Death in the Family – A maximum of five (5) days of leave shall be granted by reason of death in the immediate family. "Immediate family" shall be defined as husband, wife, children, mother, father, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other members of the household of which the employee is a part.

ARTICLE VIII – PROMOTIONS

Notice shall be given to the Association of all vacancies that exist or develop for positions within the negotiating unit. It is agreed that seniority shall be one of the factors considered in filling such vacancy, as well as in placing and promoting employees.

ARTICLE IX – UNIFORMS

Effective July 1, 2024, the District will reimburse unit members for up to \$200 per year for uniforms approved by the School Lunch Manager upon the unit member presenting a receipt for such items to the School Lunch Manager by March 31st.

ARTICLE X – MISCELLANEOUS

A. The School Lunch Manager and the school cooks shall meet at least monthly during working hours to consider matters of mutual interest. Additionally, meetings scheduled by the School Lunch Manager with unit members shall be held during working hours only.

B. When an employee is absent from work, every effort will be made to call in a substitute to cover the hours of the absent employee. If a substitute is not available, the District agrees to cover the absent employee's hours by calling in for earlier arrival, and a consequent longer workday, a regular employee who is otherwise scheduled to start later in the day. The parties acknowledge that the intent of this provision is solely to avoid the condition of employees working shorthanded in the early hours of the day and not to establish a specific working complement or crew.

C. The District intends to continue operating the School Lunch Program. However, if the School Lunch Fund operates in deficit, the District reserves the right to contract with a food service contractor to provide a school lunch program. In the event such action is necessary, and the food service workers in this unit are separated from District employment, the District will pay for unused sick leave accumulated at a rate of one (1) day of pay for every three (3) sick days accumulated.

D. It is agreed that if a food service worker's program is not in operation on any given day, and another food service program is in operation in the District, and a substitute is needed that a day in the operating program, then regularly-appointed food service workers whose programs are not operating will be offered substitute work, if such work is necessary as determined in the sole discretion of the District in the program or programs that are operating in such days, should such food service workers wish to be substitutes on said days.

ARTICLE XI – LIFE INSURANCE/LONG TERM DISABILITY INSURANCE

The District shall make available to all employees a Tax Sheltered Annuity. Additionally, the District shall provide a Group Life and Accidental Death and Dismemberment Insurance Policy for all full-time cooks in an amount equal to forty percent (40%) of the employee's annual salary rounded to the next \$500, with a minimum life insurance benefit of \$5,000.

While employed, all cooks working thirty (30) or more regular hours weekly shall be covered by the District's Long Term Disability plan at sixty-six and two-thirds percent (66 2/3%) of salary, which will take effect at the expiration of their unused sick leave or ninety calendar days, whichever is longer. Amy Weber and Regina White shall be eligible for the District's Long Term Disability plan.

ARTICLE XII – HEALTH INSURANCE

Upon request, the District agrees to provide all full-time employees and hourly employees working six and a half (6½) or more hours per day coverage under the State Employees Health Insurance Plan in accordance with the provisions of such Plan, eighty-four (84%) of the premium for which shall be paid for by the District and sixteen (16%) of the premium for which will be paid by the employee. Effective July 1, 2023, the District's premium contribution for health insurance coverage shall be eighty-three percent (83%) and the employee's premium contribution shall be seventeen percent (17%).

Unit members who retire after ten (10) or more years of full-time equivalent service in the District will be eligible for retiree health insurance coverage under the State plan, with the District paying seventy-five percent (75%) of the Family or eighty-five percent (85%) of the Individual premium, as applicable.

A unit member who is covered under the health insurance plan may submit a waiver of coverage, on a form provided by the District, on or before December 1st of the school year. The unit member shall be paid in a calendar yearly basis, the sum of \$1,300 in the event she/he chooses to waive family coverage, or \$600 in the event she/he chooses to waive individual coverage.

ARTICLE XIII – RETIREMENT PLAN

Employees hired after January 1, 1977 may, upon request and within the budget of the School Lunch Program, join the CO-ESC Retirement Plan which requires a member's contribution of three percent (3%) of their gross wage.

ARTICLE XIV – TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES IN ACCORDANCE WITH ARTICLE 14, SECTION 204-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 SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIV – DURATION OF AGREEMENT

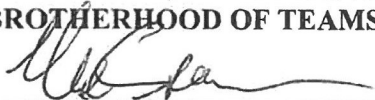
The provisions of this Agreement shall be effective July 1, 2024 and shall remain in full force and effect until June 30, 2029. Either party may initiate negotiations over a successor agreement by written notice to the other party on or after March 1, 2029.

ARTICLE XV – ILLEGALITY

In the event any part, provisions, or terms of this Agreement shall be determined to be found to be contrary to law, then such provisions shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the parties set their hands and seals the day and year first above written.

**ELWOOD CAFETERIA STAFF
ASSOCIATION, an affiliate of
LOCAL 237, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**



Melanie Spooner
President

7/19/24

Date

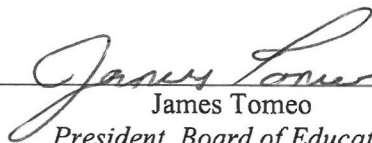


Ben Carenza
*Long Island Area Director, Local 237
I.B.T*

7-19-24

Date

**ELWOOD UNION FREE
SCHOOL DISTRICT**



James Tomeo
President, Board of Education

Date



Gayle Steele, Ed.D.
Interim Superintendent of Schools

7-31-2024

Date