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CONTRACTUAL AGREEMENT

**THE BOARD OF EDUCATION
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

And

**THE CAFETERIA STAFF OF CANASERAGA
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

**7/1 – 6/30
2008 – 2009
2009 - 2010**

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ARTICLE 1

GENERAL PROVISIONS

Section 1.

The Cafeteria staff affirms that it does not assert the right to strike against the employer, and it shall not cause, instigate, encourage, or condone a strike.

Section 2.

A Cafeteria employee may bring matters of personal concern to the attention of the Superintendent of Schools in accordance with applicable laws and rules, and may choose his own representatives or appear alone in a grievance or appeal preceding.

Section 3.

The Board of Education shall have the customary and usual rights, powers and function to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the school district.

Section 4.

The Board of Education shall negotiate collectively and in good faith with the Cafeteria Staff in the determination of salaries and the terms and conditions of employment.

Section 5.

The District will pay the administrative fee charged by the State Education Department for the criminal history record check (fingerprinting check) of new cafeteria hires and cafeteria substitutes.

ARTICLE II

RETIREMENT

A Cafeteria staff employee's retirement benefits under the New York State Employees Retirement System will as determined by the New York State Employees Retirement System.

ARTICLE III

PERMANENT STATUS AND SENIORITY

Section 1.

After completion of six months of satisfactory probationary service, each new non-teaching full time Cafeteria employee shall have permanent status under Section 75 of the Civil Service Law.

Section 2.

Seniority is defined as the length of continuous service with the employer. For layoff purposes, an employee's departmental seniority shall determine the order to be followed. The employee with the least seniority in the department shall be the first to be laid off until the total number of employees, in said department required to decrease forces, shall be established. If an employee transfers to another department, he shall retain his date of seniority and will continue to accrue seniority in the department from which he transferred, and in addition, he shall commence to accrue seniority in the new department from the date of such transfer. In the case of reduction of force in the new department, if said employee, because of lack of seniority in that department, is to be terminated in that department, he shall then revert to the department from which he transferred and seniority shall govern his status in that department.

Section 3.

As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is: (a) on leave of absence; (b) on layoff; (c) absent from, and unable to perform the duties of, his position by reason of a disability resulting from occupational injury or disease; (d) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 4.

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one or more of the following occurs: he resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him); he is discharged; he retires; he refuses a recall.

Section 5.

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring officer.

Section 6.

Full-time employees shall be defined as a person working more than 20 hours per week. A part-time employee shall work no more than 3.25 hours in a day.

**ARTICLE IV
WORKING HOURS**

Working hours in effect with this agreement will be continued for the duration of the agreement. When necessary, however, hours may be changed by the administration when educational conditions warrant.

<u>Full-time</u>	<u>Work/Hours</u>	<u>Total Hours</u>	<u>Paid Lunch</u>	<u>Non-Paid Lunch</u>	<u>Paid Hours</u>
Cook Manager	6:30 – 2:30	8	.5		8
Food Service Helpers	7:15 – 2:15	7	.5		7

<u>Part-time</u>	<u>Hr/Day</u>	<u>Paid Lunch</u>	<u>Benefits</u>	<u>Work</u>
Cafeteria Helper	2.5	No	No	Varied
Cafeteria Helper	3.5	No	No	Varied
Cafeteria Monitor	3.25	No	No	Varied

**ARTICLE V
SALARY**

Section 1.

Members of the Cafeteria Staff employed by the district during the 2008-2010 school years will be guided by the following:

Cook Manager:

Salary 2008-2009: \$ 25,423

Salary 2009-2010 \$ 26,440

With the prior approval of the Superintendent of Schools, the Cook Manager may also work up to ten (10) days over the summer (July 1 through August 30) at the per diem rate of \$140.

	<u>2008-2009</u>	<u>2009-2010</u>
Food Service Helper (DC)	9.91	10.31
Food Service Helper (KJ)	9.11	9.48
Food Service Helper (LW)	8.18	8.51
Food Service Helper (MB)	7.70	8.00
Monitor (SM)	8.55	8.89

Section 2.

Substitute pay rates shall be prevailing minimum wage.

ARTICLE VI

LONGEVITY

A Cafeteria Staff employee who has completed 10-14 years of full-time service with the District shall receive a \$400 longevity salary stipend. After the completion of 15-19 years of full-time service, the amount will be increased to \$450. After the completion of 20 years of full-time service, the longevity stipend will increase to \$500.

ARTICLE VII

OVERTIME

Section 1.

All Cafeteria employees shall be paid time and a half for work performed beyond their regularly scheduled hours. The employee(s) shall have the right to work his or her complete shift. An employee's normal work shift shall not be changed if it has the effect of avoiding payment of overtime compensation. The normal workweek of all employees shall be Monday through Friday of each week.

Section 2.

Paid holidays, vacation days, sick leave and personal days shall be considered as days worked for the computation of overtime.

Section 3.

All available overtime shall be distributed on a rotational basis among those employees normally performing the duties in question. Any employee brought back to perform services on a callback basis shall be paid for not less than two hours of overtime work.

ARTICLE VIII

LEAVE AND VACATION BENEFITS

Section 1. Sick Leave.

All full-time Cafeteria employees shall be granted sick leave at the rate of one and one-half (1 ½) days per month of time worked with accumulation to a maximum of 180 days. Sick leave shall be granted on the basis of 1 of ½ day segments. Such sick leave may be used for either personal illness or illness in the employee's immediate family.

Section 2. Personal Days

Three personal leave shall be granted to all full-time Cafeteria employees each year to be used without restriction, but may not be accumulated as personal leave. Any unused portion of personal leave to be accumulated as sick leave. Except in emergency, employee is to give employer twenty-four (24) hours notice of intention to use personal leave.

Section 3. Holidays

The following holidays have been officially established by the Board of Education Resolution for all full-time Cafeteria employees:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Columbus Day (the day selected as national holiday)
7. Veteran's Day
8. Day before and day after Thanksgiving
9. Thanksgiving Day
10. Day before or day after Christmas
11. Christmas Day

a) In the event that any of the above holidays fall on a Saturday, then the Friday immediately preceding shall be extended to the staff as a day off from work.

b) In the event that any of the above holidays fall on a Sunday, then the Monday immediately following shall be extended to the staff as a day off from work.

c) Whenever school is in session, it is, of course, understood that all personnel shall report to work.

Section 4. Bereavement Leave

Bereavement Leave is available to all full-time Cafeteria employees. Five (5) consecutive working days off as needed for each death in the immediate family. The immediate family shall be defined as mother, father, mother-in-law, father-in-law, child, sister, brother, wife, husband, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, or other members of the family living in the same home of the employee.

ARTICLE IX

HEALTH INSURANCE BENEFITS

Section 1. Health Insurance

The District will make available to all full-time cafeteria employees, the Steuben-Allegany Employee Healthcare Plan. The District will pay 85% of the premium for all cafeteria employees and retirees entitled to coverage. The District will provide only the pharmacy prescription benefit plan described in the 'Three-Tiered Co-payment for Pharmacy Services.'

The District shall not be required to give part-time Cafeteria employees hospitalization as a fringe benefit.

Section 4.

In the event that a person's employment is permanently terminated, the District will no longer pay the cost for health insurance for that person.

Section 5.

At the time of retirement, a Cafeteria staff member with twenty (20) years of full time service in the district and one hundred thirty (130) days of accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of five (5) years or ending upon the death of the single policy holder, whichever event should occur first.

At the time of retirement, a Cafeteria staff member with twenty-five (25) years of full time service in the district and one hundred thirty (130) days of accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of ten (10) years or ending upon the death of the single policy holder, whichever event should occur first.

The intent of this action is to acknowledge someone who has spent their career in the Canaseraga Central School District and consistently performed their duties that would allow them to accumulate this number of sick days.

Section 6. Flex Plan

The District shall initiate an IRS 125 Plan (Flexible Spending Account Plan) for the duration of the contract, and shall contribute two hundred dollars (\$300.00) per year into the Plan for each full time bargaining unit member.

Section 7. Payment in Lieu of Health Insurance

An employee eligible for family health care coverage who elects not to participate in “the Plan” shall receive an annual payment of one thousand eight hundred dollars (\$1,800.00) in lieu of Health Insurance. The single health care coverage annual payment shall be nine hundred dollars (\$900.00). Stipends are subject to the following conditions:

By June 30th each year, a cafeteria employee must elect whether to participate in the plan or receive the opt-out payment in lieu of health insurance for the upcoming year. After June 30th, a non-participating employee will have a second opportunity mid-year to participate in the Plan, but must inform the District administration of this election by December 1st to participate in the District’s health insurance coverage effective January 1st. If a full-time cafeteria employee elects to enter the Plan at this mid-year open enrollment date, he or she will receive half the annual opt-out payment in a separate check along with his or her final paycheck for the school year. Employees hired after July 1 will be given the option of enrolling in the District’s health insurance or pro-rating their in lieu of payment. Employees opting not to participate in the District’s health insurance plan may choose to participate, notwithstanding any provision of this paragraph to the contrary, in the event of a COBRA qualifying event.

- (a) The employee must complete a waiver of health care coverage form provided by the District.
- (b) An employee who terminates their services before the end of the school year shall have their annual payment prorated.
- (c) An employee must initially elect in June of each year whether they will participate in this option for the following year.
- (d) An employee who elects to either participate in this option or reenter “the Plan” after July 1 of each year shall have their annual payment prorated.
- (e) An employee who elects this option will be paid in a separate check along with the employee’s final paycheck for the year.
- (f) Full-time members of this unit may participate in the Teachers’ Association optical/dental plan upon consent of the Teachers’ Association.

Section 8. Optical/Dental Plan

Full-time members of this unit may participate in the Teachers’ Association optical/dental plan upon consent of the Teachers’ Association.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1.

A grievance may be filed by an employee with regard to the application or interpretation of this agreement in accordance with the following procedure.

Section 2.

An alleged violation of the application or interpretation of this agreement must be filed with five (5) working days from the time of the alleged occurrence. A grievance not so filed will be determined to have been waived.

Section 3. Procedure

- (a) Oral or written presentation by the aggrieved to his or her immediate supervisor to be answered within three (3) working days.
- (b) Written presentation to the school Superintendent. The presentation will include the name and position of the aggrieved party, the violation of the labor agreement by Article and Section number, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or condition, and a general statement of the nature of the grievance, and redress sought by the aggrieved party to be answered within five (5) working days.
- (c) Written presentation by the aggrieved with the same provision so stated in part (b) to the Superintendent to be answered in five (5) working days.
- (d) Hearing before Board of Education with the same provisions as stated in part (b). To be answered within ten (10) working days after the hearing.

Section 4.

In each of the above steps, upon receipt of an answer, the aggrieved will advise the Board of Education or Administration within five (5) working days if he or she wishes to refer the grievance to the next successive step. Any grievance not so referred will be considered closed.

Section 5. Arbitration.

In the event the grievance is unresolved after being processed through all of the above steps of the grievance procedure, then not later than thirty (30) calendar days after the

procedures in Section 3 of this Article are complete, the Employee or the Employer may submit the grievance to arbitration by requisition from the Public Employment Relations Board a list of seven (7) arbitrators, from which the Employer and the Employee shall select an arbitrator by striking names alternatively until one (1) remains who shall be designated the arbitrator for the grievance in question. A flip of a coin shall determine the order in which the parties shall strike names.

The arbitrator shall have no power to add to, subtract from or modify any provisions in this agreement. No arbitrator shall decide more than one grievance at the same hearing or series of hearings, except by mutual agreement between the parties. All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room(s) shall be shared equally by the Employer and the Employee. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor the expenses of witnesses or participants called by the other.

ARTICLE XI

OTHER LEAVES OF ABSENCE

Section 1.

Cafeteria employees may be granted a leave of absence without pay for the purpose of caring for a newly acquired child. A maximum leave for this purpose shall be two years.

Section 2. Court Duty Leave

Employees subpoenaed as witnesses or jurors will be paid the difference between the fees received with no loss of accumulated sick leave.

Section 3. Worker's Compensation

The Board of Education provides Worker's Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the Canaseraga Central School is herewith directed to file an accident report to the Board of Education Office within three (3) days. Proper forms are available in the Board of Education Office and in the Office of the Superintendent of Schools.

When the Board of Education is reimbursed by the Worker's Compensation Insurance carrier for remunerating employees under the sick leave policy of the Board of Education, the employee will receive credit for loss in sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from Workmen's Compensation Insurance carrier by the employee's daily rate of compensation.

Section 4. Military Leave

Any full-time employee entering military service from the Canaseraga Central School system shall upon return be given full credit on salary schedule equivalent to the years spent in military service.

Any accumulative sick leave, vacation and seniority earned prior to entering the service shall be credited upon return. At the conclusion of the military service, the Board shall return the employee to the same or reasonably comparable position. Provisions 1 and 2 under Military Leave shall also apply to short-term duty in any branch of the military service.

ARTICLE XII

SNOW AND EMERGENCY

All full-time Cafeteria employees covered under this contract shall receive pay for all snow or emergency days taken during the year.

ARTICLE XIII

CONFERENCES, WORKSHOPS, REQUIRED COURSES

Expenses of any member of the Cafeteria staff attending a conference or workshop, or required courses which have been approved by the Board of Education, will be paid by the school district.

ARTICLE XIV

SAVING CLAUSE

Section 1.

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

Section 2.

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XV

**LEAVE OF ABSENCE FOR SICKNESS, BUSINESS, ETC.
WITHOUT PAY**

Subject to the approval of the Board of Education, an employee may be permitted to take a leave of absence for sickness, business or other reason for up to one (1) year, the same to be without pay and the same to be without accrual of benefits during the time of such absence.

ARTICLE XVI

TAYLOR LAW S 204

“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 fund therefore, shall not become effective until the appropriate legislative body has given approval.”

ARTICLE XVII

LAW

When an item has been agreed upon by the Board of Education and the Cafeteria Staff of Canaseraga and there is a conflict of law, the law will be the governing factor.

ARTICLE XVIII

PERSONNEL FILES

Section 1.

No material related to an employee’s conduct, performance, character or personality, which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. The employee who has derogatory material lodged against him shall have such material deleted from his personnel file when such material has been determined invalid by normal grievance procedures, Civil Court action or formal or informal hearings with district representatives.

Section 2.

An employee shall have the opportunity to review his/her personnel file in the presence of an appropriate district official upon five (5) days notice and to place in such file a response of reasonable of reasonable length to anything contained therein, which such employee deems to be adverse.

Section 3.

The Employer agrees that there shall not be more than one (1) personnel file on any employee covered by this agreement.

ARTICLE XIX

TRANSFERS AND PROMOTIONS

Section 1.

Transfers within the district, school or shift may be made when: (1) requested by the employee or (2) the need of the school district requires a transfer. The employer agrees to provide employees within the unit with notice of vacancies occurring and shall give the employees an opportunity to apply for such vacancies.

Section 2.

Individuals transferring from one department to another will be placed on the salary step for the new job classification that is the closest to the wage that they would have received if they had remained in their previous position.

ARTICLE XX

LENGTH OF AGREEMENT

This Agreement shall be effective for two years, beginning on July 1, 2008 and ending on June 30, 2010. If any negotiable items are to be discussed and added to the Agreement, the said party will notify the opposite party. Negotiations of a new contract will start no later than February 1, 2010. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

Marie Blum, Superintendent

Betty Holbrook, Cafeteria Representative

Date: _____

Date: _____

Approved by Board of Education: _____

