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Union: **Churchville-Chili Central School Nutritional Services Association**

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C O N T R A C T

JULY 1, 2004 - JUNE 30, 2007

Between

**CHURCHVILLE-CHILI CENTRAL SCHOOL
DISTRICT**

BOARD OF EDUCATION

and

**CHURCHVILLE-CHILI CENTRAL SCHOOL
NUTRITIONAL SERVICES ASSOCIATION**

RECEIVED

APR 25, 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

Made this ____ day of _____ 2004 by and between the Churchville-Chili Central School District through its Superintendent of Schools, as the party of the first part, and the Churchville-Chili Central School Nutritional Services Association, as the party of the second part.

1. RECOGNITION

Pursuant to the Public Employers Fair Employment Law of 1967 with amendments, the Churchville-Chili School District recognizes as of February 10, 1972 that the Churchville-Chili Nutritional Services Association is the exclusive representative of all cafeteria cook managers and food service employees regularly employed, for purposes of collective bargaining in respect of hours, wages and other conditions of employment.

2. SALARY

1. Salary Increases

Year 1: Effective 7/1/04 - 6/30/05 the base of each employee's pay rate is increased by 3.8%.

Year 2: Effective 7/1/05 - 6/30/06 the base of each employee's pay rate is increased by 3.8%.

Year 3: Effective 7/1/06 - 6/30/07 the base of each employee's pay rate is increased by 3.8%.

2. Cook Managers making less than \$10/hour will receive an hourly rate increase to \$10/hour for the 2004-05 school year.
3. All school lunch employees will be compensated at their regular rate for any meetings or extra days worked called by the Director of Nutritional Services or designee after normal working hours. Time worked exceeding forty hours (40) per week will be paid at an overtime rate of 1½ times the hourly rate.

3. EVENT RATE

In the event an employee works at a special event, banquet, dinner, etc., the employee shall be paid \$14.75 or their existing salary whichever is greater. An employee reporting for an

evening event shall receive as a minimum, one hour's pay or the actual time worked, whichever is greater.

In the event of an emergency closing after the hourly employee has reported to work, the employee shall be allowed to leave and will be paid his/her normal days pay. Event rate will begin immediately following the end of the Nutritional Services' school day for each building.

4. PAYMENT FOR WORKSHOP ATTENDANCE

All employees (not substitutes) attending a required workshop outside of regularly scheduled work hours will be compensated at their hourly rate with a minimum of \$30.00 per event. Should the workshop exceed the 40-hour workweek, the unit member will be paid time and a half. Employees must receive prior approval from the Director of School Lunch to receive this payment.

5. SICK DAYS FOR FOOD SERVICE EMPLOYEES

All employees shall be granted up to four (4) sick days during their first year of employment. All employees shall be granted up to seven (7) sick days per year beginning with their second year of employment. A Food Service Worker may accumulate sick days up to a maximum of 60 days upon completion of two full years of service. Unused sick days prior to June 30, 1980 may not be accumulated. However, service in the district prior to June 30, 1980 may be used to complete the requirements of the full two years of service. Said sick leave shall be paid on the basis of an average days pay. An average days pay will be computed by dividing the gross amount of the previous two pay periods by the number of days worked. In the event a person has not worked a full two pay periods, then the computation will be made on the exact number of days worked. Members may use up to three (3) sick days for family illness annually.

6. PERSONAL LEAVE FOR FOOD SERVICE HELPERS

All food service workers shall be allowed two personal leave days per year. The employee shall submit written or oral request to the supervisor for such leave at least two (2) days in advance whenever possible, not to be accumulated. Generally legitimate requests fall in the categories of legal, business transactions, family circumstances and personal matters that cannot be handled outside of the normal working hours.

7. SICK LEAVE FOR COOK MANAGERS

The Board of Education shall allow each Cook Manager sick leave without loss of pay, of ten (10) days per year for reasons of personal sickness or disability, during the first four (4) years of employment. Beginning with the fifth year of employment the Board of Education shall allow each Cook Manager sick leave of fourteen (14) days per year. Sick days shall be accumulative up to 180 days. At any time the school district may request a physical at District expense during the period of absence due to sickness or injury. Members may use up to three (3) sick days for family illness annually.

8. PERSONAL LEAVE FOR COOK MANAGERS

All Cook Managers shall be allowed five (5) personal days during each school year for personal reasons, upon approval of supervisor. The employee shall submit written or oral request to the supervisor for such leave at least two (2) days in advance whenever possible, not to be accumulated. Generally legitimate requests fall in the categories of legal, business transactions, family circumstances and personal matters that cannot be handled outside of the normal working hours.

9. BEREAVEMENT LEAVE

Each Unit Member shall be granted up to four (4) days leave for death in the immediate family per occurrence. Immediate family defined as spouse, father, mother father-in law, mother-in-law grandfather, grandmother, sister, brother, sister-in-law, brother-in-law, son, daughter, son-in-law, daughter-in-law, grandchild, or someone with whom a close personal relationship exists. Such leave shall be with pay, and shall not be deducted from any other leave allowances contained in this agreement. Daily rate of pay for Food Service Helpers will be computed in the same manner as sick days.

10. ABSENCE WITHOUT PAY

Time off without pay may be granted in the event of unforeseen circumstances and other reasonable and legitimate reasons. Vacation time longer than two (2) days will not be considered as a legitimate reason for absence without pay. Consideration for granting the time off and the circumstances surrounding the request will be made by the immediate Supervisor.

In the event a leave without pay is granted pursuant to this article, and in the event the leave should have to be extended because of an emergency or other acceptable circumstances, the employee wherever possible will within forty-eight (48) hours of the expiration of such leave contact their supervisor and so advise said supervisor of any additional time needed. The said supervisor shall have the sole discretion to grant such extension of leave.

11. REQUIRED PHYSICALS AND CHEST X-RAYS

Annual physicals or x-rays will be required at district option. The district shall whenever a physical is required reimburse the sum of \$50.00 for such physical or at district option have the school physician give this physical on a specified date each year at the expense of the school district.

12. MEDICAL COVERAGE

Effective September 1, 2004, the District shall offer unit members the choice of the Rochester Area School Health Plan I (Blue Million Plan), or the RASHP II plans (Blue Point 2 Value, Blue Point 2 Select or Blue Point 2 Extended Plans). Instead of any of these plans, the District may offer a substantially comparable form of coverage, which it shall choose upon consultation with the Association. For Cook Managers, the District will pay the dollar equivalent of 85% of the monthly premium cost of RASHP II--Blue Point 2 Select (or the comparable replacement plan), or 100% of the monthly premium for the employees coverage, whichever is less. Unit members will pay by payroll deduction any monthly premium expense in excess of the District's contribution.

Food Service Helpers may obtain group health insurance through the District if the employee pays the full premium.

13. DENTAL PLAN

This applies to Cook Managers only. In accordance with the rules and regulations of the carrier, unit members may participate in the district Dental Plan (Blue Shield "Smile Saver" Option I). The Employer will pay 85% of the monthly premium and the Employee will pay 15% of the monthly premium.

14. RETIREMENT

Members shall be covered by the New York State Employee's Retirement System including Plan 75-I and 41-J.

This applies if the earning and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, and written policy. Allowable unused sick leave credit is limited to 170 days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

15. PROMOTIONS

In the event of a vacancy in the Nutritional Services Unit or should a new position in that department be created, the vacancy or position will be posted conspicuously in each building, said notice to contain salary range and/or hourly rate and duties. Consideration will be given to those members of the Nutritional Services Unit who make application for such vacancy or position.

16. POSTING

In the event of a vacancy in the Nutritional Services Unit involving cook managers, the District shall post said vacancy for a period of five (5) days prior to the filling of said vacancy.

In the event that any individual in the "Nutritional Services Association" wishes a transfer from one building to another, they will contact the Director of Nutritional Services and advise said director that they wish a transfer if a vacancy occurs in any other building in the School District. The Director of Nutritional Services will then record such request and in the event that such a vacancy occurs, the Director of Nutritional Services will so notify the employee of the vacancy and at his or her discretion permit such a transfer.

17. UNIFORM ALLOWANCE

A uniform allowance of \$110.00 per year will be given to each employee for each of the 2004-2007 school years. Employees will receive their uniform allowance after five (5) months of work to the Nutritional Services' Department. Employees are expected to wear the uniform.

18. PERSONAL INJURY

In the event sick leave is used due to an injury that arises out of and during the course of employment, the sick leave time shall be returned to the employee in direct proportion to the amount of moneys received by the District from Worker's Compensation, in accordance with law.

19. FLEXIBLE SPENDING

The annual minimal contribution for those participating for unreimbursed medical expenses will be \$200, with a maximum of \$2,500 or as amended by law. The maximum contribution toward dependent care will be \$5,000 annually or as amended by law.

20. GRIEVANCE PROCEDURE

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of members of the unit.

Definitions

The term Grievance as used in the agreement shall mean any alleged violation of the application of terms or provisions of the Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the valuation of employee performance.

Association shall mean Churchville-Chili Nutritional Services Association.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Churchville-Chili Nutritional Services Association.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

GENERAL PROCEDURES

All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, if applicable this agreement, policies, etc., involved in the said grievance, the time when and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the member of the unit and the Association.

If a grievance affects significant numbers of unit members and to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

The preparation and processing of grievances, in so far as practicable, shall be conducted during the hours of 8:00 a.m. and 5:00 p.m. on regularly scheduled work days. All parties will avoid interruptions of services in support of school activities.

The Board of Education and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

Except as otherwise provided on Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, or any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Board and Association. The Superintendent

shall provide for the printing of appropriate forms. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel file of the participants.

Nothing contained herein will be construed as limiting the right of any unit members having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

TIME LIMITS

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

Unless written grievance is forwarded at the first available stage within fifteen (15) working days after the unit member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

GRIEVANCE AND REVIEW

Stage 1 - Immediate Supervisor

- (a) A member of the negotiating unit having a grievance will discuss it with his/her immediate Supervisor, either directly or with a representative, with the objective of resolving the matter informally.

- (b) If after five (5) working days the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate Supervisor. Within two (2) working days after the written grievance is presented to him/her, the immediate Supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the Unit, his/her representative and the Association.

Stage 2 – Superintendent

- (a) If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wished to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (c) Within ten (10) working days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- (d) The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

Stage 3 – Arbitration

- (a) If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by notice to the Superintendent within fifteen (15) working days of the decision in Stage 2.
- (b) Within ten (10) working days after such written notice of submissions to arbitration, the Superintendent and the Association will notify the American Arbitration Association to arrange for a mutually agreeable date for a hearing. Said parties will

agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, in the event that the parties do not agree on the submission either at the hearing or as part of the decision.

- (c) The selected arbitrator will hear the matter promptly and will issue his decision not later than twenty-one (21) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board of Education equally and by the Association. Each party will bear the expense of its own legal counsel.

Members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

21. WORK YEAR

All Cook Managers are expected to work 185 days not counting eleven (11) paid holidays from September through June of each year according to the school district adopted calendar.

22. USE OF SCHOOL FACILITIES

The Association shall be allowed to have access to school facilities, equipment, rooms, bulletin boards, machines and the P.A. system for the purposes of preparing their negotiable contracts. It is understood that this privilege be coordinated with the building principal involved.

23. HOLIDAY PAY

Cook Managers shall be paid for eleven (11) holidays per year and Food Service Helpers working at least 4 hours per day shall be paid for three (3) holidays per year as set forth in schedule C of this agreement.

24. COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the School District and given to all members of the Association now or hereafter employed by the District within a reasonable time.

25. JURY DUTY

Employees will be granted their regular salary while on jury duty and will not be required to reimburse the district for jury duty pay received.

26. STATUTORY NOTICE

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

27. SCHOOL DISTRICT PREROGATIVES

Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the School District had prior to this Agreement are vested exclusively, without limitation within the rights of the School District. These rights include, but are not limited to, direction of the Nutritional Services' employees, the right to hire, assign, promote, transfer, lay-off, discipline, suspend or discharge for proper cause, and plan, direct and control the various operations of the Nutritional Services' Department of the School District.

28. STRIKES

The parties agree that there shall be no strikes, work stoppages, picket lines, slowdowns, or intentional interruptions of school operation.

29. LAYOFF AND RECALL

In the event the district reduces staff in the Nutritional Services Association, the least senior individual within the classification affected will be reduced first. Classifications are Cook Managers and Food Service Helpers.

Those Cook Managers whose positions are abolished or eliminated shall have the following bumping rights from higher classification to lower classification:

Any individual whose position is abolished or eliminated shall be placed on a preferred eligible list for a period of one year. In the event a position within the individual's appropriate classification becomes available within that time, the last individual within the classification whose position was eliminated shall be recalled first. If the individual does not accept the recall at the time it is offered his/her name shall be removed from the preferred eligible list. Also, in the event of a forced layoff, the District shall make an effort to absorb the employees in other areas of the District.

30. WORKER SUBSTITUTING IN A HIGHER PAID POSITION

It is agreed by and between the Churchville-Chili School District and the Churchville-Chili Nutritional Services Association that a food service helper assigned to perform work in a higher paid position of Cook Manager shall receive the first step salary schedule rate of higher paid position commencing on the fifth (5th) consecutive work day in the higher paid position. In the event an employee goes from a higher paid position to a lower paid position, the employee will not suffer any loss of pay. When the higher paid employee returns to service or the position is otherwise filled, the employee who had been assigned to the higher paid position will return to her original hourly rate of pay and her original position.

Where placement on step one of the higher classification salary schedule is equal to or less than the substituting worker's actual hourly rate, that employee shall be paid at the appropriate next highest step on the schedule which gives the employee an increase in the hourly rate above her lower paid classification hourly rate under all the same conditions stated above.

31. SUBSTITUTE EMPLOYEES POLICY

When a substitute employee replaces a person leaving a regular position due to such things as resignation, retirement, terminating, leave of absence, etc., that person will be considered a regular employee and not a substitute.

32. HEALTH INSURANCE (EXCLUDES DENTAL) FOR ELIGIBLE NUTRITIONAL SERVICES CONTRACT RETIREES:

The District will contribute toward the health insurance of Cook Managers only unit members who retire after July 1, 1990, under the following conditions and requirements.

- A. The Unit Member must retire from the Churchville-Chili School District at or after fifty-five (55) years of age.
- B. District contribution is made until the employee is covered under Medicare or reaches 65 whichever comes first.
 - 1. For a Unit Member with twenty-five (25) or more years of service who worked a minimum of thirty (30) hours per week on a regular basis the district will contribute seventy percent (70%) of premium.
 - 2. For a Unit Member with twenty (20) or more of service who worked a minimum of thirty (30) hours per week on a regular basis the district will contribute sixty percent (60%) of premium.
 - 3. For a Unit Member with fifteen (15) or more years of service who worked a minimum of thirty (30) hours per week on a regular basis the district will contribute fifty percent (50%) of premium.

NOTE: Less than fifteen (15) years of service, no contribution.

33. SALARY NOTICE

All members of the Churchville-Chili Nutritional Services Association will receive their salary notice on or before June 15 of any given year. The memorandum shall contain: Beginning date, ending date, hourly rate or total salary, hours, and beginning date of hire.

If negotiations are not complete by June 15, the District will place a note on the salary notice "subject to changes resulting from negotiations", and will inform the employees of the changes upon completion of the negotiations.

This Agreement shall continue in full force and effect until midnight, June 30, 2004, and shall be renewed for successive periods of twelve (12) months unless at least one hundred twenty (120) days prior to the budget submission date of the School District either party shall serve written notice upon the other that it desires cancellations, modifications or revision of any provision of this Agreement.

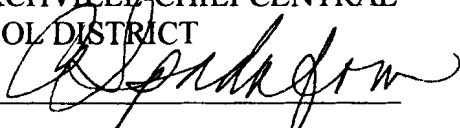
IN WITNESS WHEREOF, The Churchville-Chili Central School Nutritional Services Association and the Churchville-Chili School District have caused this Agreement to be executed in their names by their duly authorized representative.

34. EVALUATIONS

The Director of Nutritional Services will evaluate each member of the bargaining unit two (2) times during the first year of employment. Unit members will be evaluated annually after the first full year of employment. Any employee may be evaluated more often in each year if the Director of Nutritional Services believes it is necessary. Suggestions for improving performance will be made by the evaluator if necessary. In evaluating members of the unit, the Director of Nutritional Services may receive input from others who work with the unit employee in a supervisory or administrative capacity.


Employees will receive a copy of the completed evaluation within three (3) days from the time it is written. A conference will be conducted within five (5) work days of the employee's receipt of the written evaluation unless another arrangement is made between the evaluator and the employee. The employee will sign the evaluation at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not necessarily imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments to the evaluation and such appendage will be placed in the employee's file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the file.

CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT

By: 
Superintendent of Schools

Date: 9/16/04

CHURCHVILLE-CHILI CENTRAL
NUTRITIONAL SERVICES ASSOCIATION

By: 
President

Date: 9/15/04

HIRE-IN SCHEDULE

SCHEDULE B

The following schedule is to be used for hire-in purposes only.

Civil Service Title	Hourly Range
Cook Manager	\$9.00 -- \$10.00
Food Service Helper	\$6.79 -- \$7.29

HOLIDAYS

SCHEDULE C

LABOR DAY	NEW YEAR'S DAY
COLUMBUS DAY	MARTIN LUTHER KING, JR. DAY
VETERAN'S DAY	PRESIDENT'S DAY
THANKSGIVING DAY**	GOOD FRIDAY
THANKSGIVING RECESS	MEMORIAL DAY**
CHRISTMAS DAY**	

** -- Reflects the 3 paid holidays for Food Service Helpers working 4 or more hours per day

