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Watertown City School District And
Watertown Eductnl Cafeteria Workers

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 11 1996

OFFICE OF THE CLERK

A G R E E M E N T

by and between

**THE WATERTOWN CITY SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

and

**WATERTOWN EDUCATIONAL CAFETERIA
WORKERS' ASSOCIATION**

1995-1998

Table of Contents

		Page No.
Article I	Duration of Agreement	1
Article II	Salary Schedule	1-2
Article III	Longevity and Step Movement	2
Article IV	Hours Worked	2-3
Article V	Medical Examination	3
Article VI	Substitutes	3
Article VII	Leaves of Absence	4-5
Article VIII	Extended Absence	5
Article IX	Health Insurance	5-6
Article X	Retirement Plan	6
Article XI	Dental Insurance	6
Article XII	Employment Openings	6-7
Article XIII	Grievance Procedure	7-8
Article XIV	Employee Policy Committee	8
Article XV	Holidays	9
Article XVI	Retirement Increment	9
Article XVII	Aprons	9
Article XVIII	Civil Service Law	9
Article XIX	Equality of Opportunity	10
Article XX	Saving Clause	10
Article XXI	Statutory Notice	10
APPENDICES		
	Appendix I - Salary Schedules	

**CITY SCHOOL DISTRICT
WATERTOWN, NEW YORK**

A G R E E M E N T

JULY 1, 1995 - JUNE 30, 1998

The Board of Education of the City School District of the City of Watertown, having recognized the Watertown Educational Cafeteria Workers' Association as the exclusive bargaining representative of all full-time regularly employed employees of said school District engaged in the operation of the school cafeterias, excepting the Cafeteria Director, does hereby enter into the following Agreement.

In accordance with Section 208 of the Civil Service Law of the State of New York, such recognition shall entitle said Association to the rights, benefits, protection and obligations accorded by law.

In response to said recognition, and in accordance with Section 210 of the Civil Service Law, the Watertown Educational Cafeteria Workers' Association, hereby reaffirms that said Association does not assert the right to strike or to impose an obligation to conduct, assist or participate in such strike, said affirmation to continue in effect throughout the period of recognition.

**ARTICLE I
DURATION OF AGREEMENT**

This Agreement and all of its terms and provisions is effective and shall remain in full force for a period of three school years commencing July 1, 1995, and terminating June 30, 1998, and shall control and govern all matters herein set forth throughout said period.

**ARTICLE II
SALARY SCHEDULE**

Each cafeteria employee covered by this Agreement shall be paid on an hourly basis in accordance with the "Hourly Salary Schedule - Cafeteria Personnel 1995-1996, 1996-1997, and 1997-1998. (See Appendix I.) Said payment shall be based on the regularly assigned hours for each employee as determined by the Cafeteria Director.

It is the intent that each cafeteria employee shall be compensated for the daily hours worked as assigned by the Director unless changed by due notification.

However, because the day before school opens and Regents weeks normally require less hours, employees working these days shall be compensated for only hours actually worked. In any case, an employee working these days shall be guaranteed two (2) hours minimum pay.

A new employee for any position except Cafeteria Manager, may be given credit for previous related experience up to but not in excess of three (3) years. Credit for up to five (5) years may be given for the position of Cafeteria Manager.

Payment will be on a ten-month schedule and on an every other Friday basis. Special arrangements for holidays falling on Friday will be made by the Business Office. If school is closed on a regularly scheduled pay day due to inclement weather, checks will be available at the schools on the following Monday.

The above mentioned items of this salary schedule are also contingent upon a compliance with the rules and regulations of food cafeteria workers that are now or may be set up by the Cafeteria Director and/or Director of Personnel.

ARTICLE III LONGEVITY AND STEP MOVEMENT

In determining years of service, an employee is hired pursuant to a fiscal year calendar which commences on July 1st of any year, and ends on June 30th of the subsequent year. For longevity and step movement determination, one full year's employment credit shall be granted if the employee is actually hired on or before December 31st of any given year.

ARTICLE IV HOURS WORKED

- A. Work days will be any days between September 1st and June 30th as required.
- B. At the beginning of the school year, the Cafeteria Director and, in case of schools with a Cafeteria Manager, the manager and the director will determine the regular hours per day to be worked in a normal working day by each employee. If an agreement cannot be reached, the Director of Personnel will be consulted and agreement reached by all parties concerned. All cafeteria personnel, unless they are not in compliance with the rules and regulations of food cafeteria workers, shall automatically return to work in the cafeteria system at the beginning of the school year unless their position is abolished or they desire to do otherwise. It is the right of the Board of Education, through the Cafeteria Director, to reevaluate each and every position at any time and make appropriate changes in hours as they deem necessary and consistent with current contract.
- C. Personnel already employed in our school lunch program at the inception of this Agreement, and for the period of said Agreement, may have their hours changed. However, it will be discussed with said person and cafeteria manager by the Cafeteria Director or, in his/her absence, the Director of Personnel.

If a position in a given category is abolished, the employee in that position with more time in the system, if qualified, would have the right to take the position which is next in line with years of service and the last food service helper hired in the system would be released.

Likewise, if hours of an individual are changed, a seniority basis will be used so that a person with less experience in the system would ultimately get the fewer hours.

Positions of two (2) hours or less will be filled by the Cafeteria Director without preference being given seniority.

- D. If an employee has worked the regular workday and is requested to work additional time beyond 2:30 p.m., such time will be compensated at time and one-half. All other time will be compensated at the regular hourly rate.
- E. Bargaining unit employees who work during the breakfast program will be paid the same rate of pay as they receive during the lunch program and will be entitled to use any leave time available to them under this contract while working the breakfast program.

ARTICLE V MEDICAL EXAMINATION

The present provisions of Article XXI of the By-Laws of the Board of Education pertaining to medical examinations shall apply to each employee covered by this Agreement. Particular reference is made to the paragraph of said By-Laws which reads as follows:

"All cafeteria, lunch program and other employees engaged in the handling of food in the schools shall undergo a medical examination, including chest x-ray or Heaf test, annually and more frequently as directed by the Superintendent of Schools upon the recommendation of the School Medical Officer."

ARTICLE VI SUBSTITUTES

- A. In case of absence of an employee, the Cafeteria Director or Manager may either call in a substitute worker or where it may be practical, use a present cafeteria worker within the department to fill all or a portion of the hours vacant to be determined by the workload of that day. Additional hours for present cafeteria employees will be distributed fairly among those who wish to participate.
- B. A substitute cafeteria worker who works in the same position in excess of 20 days continuous employment, will after that time receive compensation equal to the pay in the category in which they are substituting.

ARTICLE VII LEAVES OF ABSENCE

NECESSARY BUSINESS DAYS:

All employees covered by this Agreement are entitled to two (2) necessary business days per year subject to the following:

- (1) Normally a reason or excuse for a necessary business absence will not be required, but reasonable notice must be given by the employee to his/her immediate supervisor or the Cafeteria Director. Whenever possible, at least forty-eight (48) hours advance notice for the use of a personal business day will be given.
- (2) In the absence of special circumstances to be reported by the employee to the Cafeteria Director, a necessary personal business day shall not be taken on a day prior to or following a school vacation or holiday.
- (3) Personal business days will not be taken for vacation or recreation.
- (4) Unused personal business days accrue as sick days and are added to any balance accrued at the end of each school year.

SICK LEAVE:

All employees covered by this Agreement are entitled to ten (10) sick days a year cumulative to a total of 150 days subject to the following:

- (1) For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
- (2) A doctor's certificate or other proof acceptable to the School Medical Officer must be furnished for any absence for sickness extending more than five (5) consecutive work days. The District may request such proof after an absence of three (3) consecutive work days.
- (3) Half-days of illness will be considered full days.

FAMILY ILLNESS:

All employees covered by this Agreement are entitled to five (5) days per year for illness in the immediate family subject to the following:

- (1) For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half months of anticipated actual employment in that year.
- (2) Immediate family is defined as : mother, father, daughter, son, sister, brother, spouse or a relative or a significant other who lives in the same household as the employee.

(3) When an employee is absent for three (3) or more consecutive work days for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness.

(4) Days allowed for family illness do not accumulate from year to year.

BEREAVEMENT LEAVE:

All employees covered by this Agreement are entitled to Bereavement Leave, for death in the immediate family, subject to the following:

- (1) Immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Grandchildren, Grandmother, Grandfather, Spouse, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, or relative living in the same household.
- (2) In cases of relative other than the above, the employee shall submit for approval to the Cafeteria Director, written justification as to the closeness of relationship.
- (3) Each employee will be entitled to three (3) days absence for each death in the family unless out-of-state travel is required, then five (5) days absence will be allowed.

ARTICLE VIII EXTENDED ABSENCE

Any employee who is unable to return to work after exhausting sick leave may apply for leave of absence without pay for a period not exceeding one year. If said leave is granted, and the employee at the expiration of such leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to fill this position. In cases where the Board of Education has granted a leave of absence to an employee, said employee may contribute the Board of Education's share to both Health and Dental Insurance if he or she wishes to retain these benefits during this leave.

ARTICLE IX HEALTH INSURANCE

The District will pay Health Insurance premium costs for each employee covered by this Agreement as follows:

- (1) Employees who work thirty (30) hours or more per week shall be eligible for health insurance. Those employees that sign-up for health insurance coverage shall contribute 10% of the premium costs. The employee's contribution towards the health insurance premium will be deducted from the employee's payroll checks during the school year.
- (2) Employees who work less than thirty (30) hours, but more than twenty (20) hours shall pay 50% of the premium costs for their coverage under the plan.

- (3) Effective July 1, 1979 any employee hired must work thirty (30) hours or more to be eligible for health insurance coverage.
- (4) Any employee who has ten (10) years of service effective July 1, 1982 and currently subscribes to the Health Insurance Plan, may continue the plan on a 50/50 basis even though the hours may be reduced to less than 20 hours per week.

Should the carrier for this plan be changed, the District will provide essentially the same or equivalent coverage.

ARTICLE X RETIREMENT PLAN

The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G "Career Retirement Plan" of the New York State Retirement and Social Security Law.

ARTICLE XI DENTAL INSURANCE

The District will contribute to a Dental Care Plan as outlined below providing the employee works at least 30 hours per week.

Individual Coverage - \$50 per year
Family Coverage - \$100 per year

Those employees who participated in the Dental Insurance Plan prior to July 1, 1982, are to be grandfathered.

ARTICLE XII EMPLOYMENT OPENINGS

- A. The District will post new job vacancies in the High School and Case Jr. kitchens, and in the main office of all other school buildings. General Postings will include the job title, i.e. Food Service Worker, and will include the number of hours to be worked per work day. The District may post specific initial assignments when known, i.e. Food Service Worker/Salad Bar, and the number of hours to be worked per day.
- B. When a Cafeteria opening occurs and prospective employees are to be interviewed, the Director of Personnel or Cafeteria Director will notify the President of the Watertown Cafeteria Association of the opening. Members of the Association, with others, shall be afforded the opportunity to apply and upon applying shall be given the same interview consideration as

other applicants. Seniority in continuous employment in the District will be respected consistent with qualifications of the applicants. Final decision in passing upon qualifications of applicants and making appointments shall rest with the Board of Education.

ARTICLE XIII GRIEVANCE PROCEDURE

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

DEFINITION

"Grievance" shall mean any alleged violation, misinterpretation or inequitable application of this agreement.

GENERAL PROVISIONS

The procedure for handling a grievance in every instance shall have at least two procedural stages. The procedure for cafeteria employees is set forth below.

Any employee believing he/she has a grievance shall have the right to present that grievance in accordance herewith free from interference, coercion, restraint, discrimination or reprisal. Any interference, coercion, restraint, discrimination or reprisal or threat thereof by any employee shall be considered cause for disciplinary action against such other employee.

Each employee at every stage of the grievance procedure, at all conferences between himself/herself and his/her superior regarding the grievance and at any hearings in connection therewith shall be entitled to be represented by an attorney or any other individual the employee may select as his/her counsel, but the employee's authorization of such attorney or other individual to represent him/her may be required in writing at any time after the first stage of the procedure.

Each administrative or supervisory officer to whom a grievance is presented in accordance with this procedure shall hear the same promptly and shall endeavor to reach a fair determination thereof within the scope of his/her authority. It also shall be the duty of such administrative or supervisory officer promptly to prepare and submit all written statements and reports required by this procedure.

Questions of current salary, rate of pay, retirement benefits or Workers' Compensation insurance benefits may be discussed by employees directly with the Director of Personnel.

PROCEDURE

Stage I. The employee shall present his/her grievance orally to the manager, if any, of the cafeteria where he or she works within three (3) working days after the grievance or the situation from which it arises occurs, or first becomes known to the employee. If the grievance is not resolved within three

(3) working days after the employee presents it, the employee shall take the matter to the Cafeteria Director with the local cafeteria manager if there is one.

In that event, three (3) additional work days shall be allowed before proceeding to Stage 2.

Stage 2. If the grievance is not resolved by the employee and the Cafeteria Director orally and informally in the first stage, the employee may request the Cafeteria Director to prepare a written statement of the grievance and of their inability to resolve the same. The employee then within five (5) working days may present that written statement together with a written request of review of his/her grievance and such other written statement as he/she cares to make to the Director of Personnel.

If in the opinion of the Director of Personnel, either before or after meeting with the employee, the grievance is one of general interest to the entire group of cafeteria workers, the Director of Personnel shall furnish a brief written report of the grievance to the President of the Association, and shall request that a representative of the Association participate in a conference with the Director of Personnel and the employee. The Personnel Director shall fix a time for this meeting to be held not later than fifteen (15) days after the employee first submitted his/her written request for review.

Within three (3) working days after the meeting, the Director of Personnel shall make a determination in writing and shall send a copy of it to the employee, and if there was a joint meeting, to the President of the Association.

Appeal. If the grievance is not resolved and the employee is dissatisfied with the determination of the Director of Personnel at the conclusion of Stage 2, the employee may within three (3) working days send to the President of the Board of Education a written request for further review of the grievance and a statement of his/her reasons therefore. Each request shall be presented to the next regular meeting of the Board of Education at which time the Board, after reviewing the employee's statement and the written determination of the Director of Personnel, may determine whether further hearing is necessary and if so, shall fix a date for a hearing before the full Board or a committee of the Board to be attended by the employee and a representative of his/her designated Association, if desired by the grievant. The employee shall be notified accordingly within the next two (2) working days.

ARTICLE XIV EMPLOYEE POLICY COMMITTEE

The Watertown Educational Cafeteria Workers' Association shall appoint a committee of its own choosing to meet at any time to bring to the attention of the Director of Personnel any problems which they wish to discuss that may not be considered grievances under the grievance procedure, but do not at the present time have any definite policy by which said organization and members are governed.

ARTICLE XV HOLIDAYS

The following days shall be observed as paid holidays for the duration of this contract:

Veterans' Day
Columbus Day
Thanksgiving Day
Christmas Day
Memorial Day
Good Friday

ARTICLE XVI RETIREMENT INCREMENT

Any employee, covered by this Agreement, who retires after the completion of ten (10) years of service in the Watertown School District, shall be compensated for unused accumulated sick leave as follows:

0 - 100 days - \$7/day

101 - 150 days - \$30/day

Employees working 3-1/2 hours or less per day will be compensated at one-half the above rates.

ARTICLE XVII APRONS

The Board of Education shall provide two (2) aprons each year for each employee.

ARTICLE XVIII CIVIL SERVICE LAW

All employees covered by this Agreement, and upon the satisfactory completion of their probationary period, shall be entitled to the rights and privileges covered by Section 75 of the Civil Service Law.

**ARTICLE XIX
EQUALITY OF OPPORTUNITY**

The parties of this contract warrant that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, terms and conditions of employment, lay-off, instruction or training opportunities for members, or potential members, of the bargaining unit on account of an individual's sex, race, or religious orientation.

**ARTICLE XX
SAVING CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XXI
STATUTORY NOTICE**

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this Agreement has been executed this 4th day of December, 1995.

WATERTOWN EDUCATIONAL CAFETERIA
WORKERS' ASSOCIATION

CITY SCHOOL DISTRICT OF THE
CITY OF WATERTOWN, NEW YORK

By Heane E. Reichard
President

By Garry E. Jango
Superintendent of Schools

**CITY SCHOOL DISTRICT
WATERTOWN, NEW YORK
HOURLY SALARY SCHEDULE
CAFETERIA PERSONNEL 1995-96**

Step	Food Service Helper	Pastry or Asst. Cook	Cook	Cook/ Manager	Manager
1	7.48	7.63	7.78	7.93	8.41
2	7.74	7.89	8.04	8.29	8.97
3	8.00	8.15	8.30	8.65	9.53
4	8.26	8.41	8.56	9.01	10.09
5	8.52	8.67	8.82	9.37	10.65
6	8.78	8.93	9.08	9.73	11.21
L10	9.21	9.36	9.62	10.27	11.86
L15	9.54	9.69	10.06	10.71	12.41
L20	9.87	10.02	10.50	11.15	12.96

**HOURLY SALARY SCHEDULE
CAFETERIA PERSONNEL 1996-97**

Step	Food Service Helper	Pastry or Asst. Cook	Cook	Cook/ Manager	Manager
1	7.68	7.83	7.98	8.13	8.61
2	7.94	8.09	8.24	8.49	9.17
3	8.20	8.35	8.50	8.85	9.73
4	8.46	8.61	8.76	9.21	10.29
5	8.72	8.87	9.02	9.57	10.85
6	8.98	9.13	9.28	9.93	11.41
L10	9.41	9.56	9.82	10.47	12.06
L15	9.74	9.89	10.26	10.91	12.61
L20	10.07	10.22	10.70	11.35	13.16

**HOURLY SALARY SCHEDULE
CAFETERIA PERSONNEL 1997-98**

Step	Food Service Helper	Pastry or Asst. Cook	Cook	Cook/ Manager	Manager
1	7.86	8.01	8.16	8.31	8.79
2	8.12	8.27	8.42	8.67	9.35
3	8.38	8.53	8.68	9.03	9.91
4	8.64	8.79	8.94	9.39	10.47
5	8.90	9.05	9.20	9.75	11.03
6	9.16	9.31	9.46	10.11	11.59
L10	9.59	9.74	10.00	10.65	12.24
L15	9.92	10.07	10.44	11.09	12.79
L20	10.25	10.40	10.88	11.53	13.34

Miscellaneous
RE: Holidays

The District has paid 12-month employees in the past for Martin Luther King Day, but it has never paid 10-month employees for that holiday. We want to be clear on this point because you may hear that the holiday was "added" to the custodian-maintenance contract. It was not on their list of paid holidays but they have been paid for that day for several years, only because they all work 12 months.

If the District grants an additional paid holiday to any other bargaining unit, this unit will receive the same paid holiday.

RE: Health Insurance

During the term of this contract, the District agrees to modify the percentage of contribution the thirty (30) hour employee makes towards health insurance if other non-instructional units should successfully negotiate a lesser percentage of contribution.

If another non-instructional unit negotiates a different starting date other than July 1, 1992 for contributions to begin for health insurance, the District and the Association agree to make the same modification in starting date for this unit.