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Waverly Central School District And
Waverly Food Service Employees
Assn

#662

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RELATIONS BOARD
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AGREEMENT

between

**THE SUPERINTENDENT OF SCHOOLS
WAVERLY CENTRAL SCHOOL DISTRICT**

and

**THE WAVERLY FOOD SERVICE
EMPLOYEES' ASSOCIATION**

July 1, 1992 - June 30, 1998

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ARTICLE 1 — RECOGNITION

Sec.

1.1 Recognition; unit defined

§ 1.1 **Recognition; unit defined.** The Waverly Central School District recognizes the Waverly Food Service Employees' Association as the sole and exclusive negotiating representative for a unit consisting of all food service employees, but excluding the food service manager, per diem and substitute employees.

ARTICLE 2 — DEFINITIONS

Sec.

2.1 Definitions

Sec.

2.2 Gender and number

§ 2.1 **Definitions.** As used in this agreement:

- (a) The term *Board* means the Board of Education of the Waverly Central School District.
- (b) The term *Association* means the Waverly Food Service Employees' Association.
- (c) The term *Superintendent* means the Superintendent of Schools of the Waverly Central School District.
- (d) The term *employee* means any person in the bargaining unit represented by the Waverly Food Service Employees' Association.
- (e) The term *District* means the Waverly Central School District.

§ 2.2 **Gender and number.** Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 — COMPENSATION

Sec.

- 3.1 1992-1993 wage increase
- 3.2 1993-1994 wage increase
- 3.3 1994-1995, 1995-1996, 1996-1997 and 1997-1998 wage increases

Sec.

- 3.4 Annual increases
- 3.5 Docking
- 3.6 Calculation of daily rates
- 3.7 Clothing allowance

§ 3.1 **1992-1993 wage increase.** Effective September 1, 1992, each employee who was employed during the 1991-1992 fiscal year shall receive a five and one-half percent increase in her 1991-1992 base wage.

§ 3.2 **1993-1994 wage increase.** Effective September 1, 1993, each employee who was employed during the 1992-1993 fiscal year shall receive a five and one-half percent increase in her 1992-1993 base wage.

§ 3.3 1994-1995, 1995-1996, 1996-1997 and 1997-1998 wage increases. Notwithstanding the provisions of section 16.2 of article sixteen of this agreement, the District and the Association agree to reopen this agreement on or before February 1, 1994 for the sole purpose of negotiating wage increases for the 1994-1995 and 1995-1996 fiscal years, and to reopen this agreement on or before February 1, 1996 for the sole purpose of negotiating wage increases for the 1996-1997 and 1997-1998 fiscal years.

§ 3.4 Annual increases. Annual increases depend upon satisfactory service during the previous year, as recommended by the appropriate administrator.

§ 3.5 Docking. An employee shall be docked her regular day's salary for any absence not covered by this agreement.

§ 3.6 Calculation of daily rate. An employee's hourly rate shall be used to calculate her daily rate of pay.

§ 3.7 Clothing allowance. Each employee will be paid an annual clothing allowance of thirty dollars (\$30.00). In addition to said allowance, the District will furnish each employee with an apron.

ARTICLE 4 — EARLY RETIREMENT INCENTIVE

Sec.

4.1 Salary increase; requirements for eligibility

§ 4.1 Salary increase; requirements for eligibility. An employee may be eligible to receive a ten percent increase in her final year's base salary, provided:

(a) that she retires during the first year in which she becomes eligible for retirement in the New York State Employees' Retirement System; and

(b) that she notifies the District of her intention to retire at least twelve months before the actual date of retirement.

ARTICLE 5 — SICK LEAVE

Sec.

5.1 Definition
5.2 Allocation
5.3 Accumulation
5.4 Illness in the immediate family;
immediate family defined

Sec.

5.5 Extended sick leave
5.6 Emergency leave
5.7 Verification

§ 5.1 Definition. As used in this article, the term *sick leave* means an employee's absence from regular duty because of an illness or accident, the need for corrective medicine, examination at a clinic, or any other reason requiring a physician's services.

§ 5.2 Allocation. Employees shall be credited with eleven paid sick leave days each year.

§ 5.3 Accumulation. Sick leave days may accumulate to a maximum of one hundred and sixty-five days. No days shall be deducted from the maximum accumulation until the eleven days for the current year have been exhausted.

§ 5.4 Illness in the immediate family; immediate family defined.

(a) An employee may use up to eleven of her accumulated sick leave days per year for illness in the immediate family. The term *immediate family* means an employee's spouse, or her own or her spouse's parents, brothers, sisters, children, or a person living in the employee's household.

(b) An employee shall be entitled to five additional, nonaccumulative days per year for illness in the immediate family. Said days shall not be deducted from an employee's accumulated sick leave. An employee who takes days pursuant to this subdivision shall be paid the difference between her salary and that of a substitute or one half her regular salary, whichever is the greater.

§ 5.5 Extended sick leave.

(a) If an employee has exhausted her accumulated sick leave, she shall be paid, for a period not to exceed thirty working days in any fiscal year, the difference between her salary and that of a substitute or one half her regular salary, whichever is the greater.

(b) If an employee has exhausted her accumulated sick leave and has fully availed herself of the provisions of subdivision (a) of this section, and she is still unable to work, she will be granted ten days of special additional nonaccumulative sick leave days per year. The compensation paid to an employee during any or all of said ten days is to be used for the purchase of additional health insurance to defray the expenses incurred by virtue of her illness. This additional sick leave will continue until the employee returns to work, resigns, or terminates her employment. This provision is intended to extend the benefits of the District's health insurance plan.

§ 5.6 Emergency leave. In cases not otherwise covered by this article, an employee may be granted leave at full salary when, in the opinion of the District, there is a valid emergency. Leave granted pursuant to the provisions of this section shall be deducted from an employee's accumulated sick leave.

§ 5.7 Verification. All absences for extended illness or accident must be accompanied by a statement signed by the attending physician. Short-term illness or accident statements may be signed by an appropriate administrator. The District reserves the right to have an illness or accident certified by the school physician.

ARTICLE 6 — PERSONAL LEAVE

Sec.

6.1 Allocation; accumulation

Sec.

6.2 Limitations

§ 6.1 Allocation; accumulation. Full-time employees shall be granted two personal leave days per year. Unused personal leave days shall be added to an employee's accumulated sick leave.

§ 6.2 Limitations. Personal leave days may not be taken on the day before or the day after a paid holiday.

ARTICLE 7 — BEREAVEMENT LEAVE

Sec.

7.1 Death in the immediate family; immediate family defined

7.2 Death outside the immediate family

Sec.

7.3 Nondeductibility of leave

§ 7.1 **Death in immediate family; immediate family defined.** An employee shall be granted five days' bereavement leave each year for a death in the immediate family. The term *immediate family* means an employee's spouse, or her own or her spouse's parents, brothers, sisters, children, or a person who, just before his death, lived in the employee's household.

§ 7.2 **Death outside the immediate family.** An employee shall be granted one day of bereavement leave per year for a death outside the immediate family.

§ 7.3 **Nondeductibility of leave.** Bereavement leave shall not be deducted from an employee's regular sick leave.

ARTICLE 8 — LEAVE WITHOUT PAY

Sec.

8.1 Extended leaves

§ 8.1 **Extended leaves.** An extended leave of absence without pay may be granted at the discretion of the Board.

ARTICLE 9 — MATERNITY LEAVE

Sec.

9.1 Duration of leave

§ 9.1 **Duration of leave.** An employee shall be entitled, upon written request to the Superintendent, to a maternity leave of absence of up to one year, without pay or benefits, to begin at any time before or after the delivery of her child.

ARTICLE 10 — HEALTH CARE COVERAGE

Sec.

10.1 District's contribution

10.2 Eligibility for coverage

10.3 Health care plan

Sec.

10.4 Prescription drug co-payment

10.5 Coverage for retirees

§ 10.1 **District's contribution.** The District shall pay one hundred percent of the premium for individual or family health care coverage for the period covering July 1, 1992 through June 30, 1998. Effective June 30, 1998, the District will pay one hundred percent of the premium for individual health care coverage and eighty-five percent of the premium for family health care coverage.

§ 10.2 **Eligibility for coverage.** Only employees whose regular workweek is at least thirty hours are eligible for District-paid health care coverage. Notwithstanding the foregoing, any employee whose regular workweek is less than thirty hours and for whom the District paid for health care coverage as of the effective date of this agreement shall continue to be eligible for District-paid health care coverage.

§ 10.3 **Health care plan.** The District will provide health care coverage through a self-funded health care plan. Employees may enroll in the plan for either individual or family health care coverage.

§ 10.4 **Prescription drug co-payment.** The Association agrees to change the prescription drug card co-payment from one dollar (\$1.00) to two dollars (\$2.00).

§ 10.5 **Coverage for retirees.**

(a) An employee hired before July 1, 1992 shall be eligible upon retirement for District-paid individual health care coverage, provided that she has had at least ten years' continuous service and works a thirty-hour workweek. Notwithstanding the foregoing, if an employee hired before July 1, 1987 works less than a thirty-hour workweek, she shall be eligible upon retirement for the benefits described in this subdivision and subdivision (c) of this section, provided, however, she has had at least ten years' continuous service.

(b) An employee hired after July 1, 1992 who retires shall be eligible upon retirement for District-paid individual health care coverage, provided she has had at least fifteen years' continuous service and works a thirty-hour workweek.

(c) If an employee qualifies for District-paid health care coverage as described in subdivisions (a) and (b) of this section, she may enroll upon retirement in a family health care plan provided she pays the difference between the individual plan premium and the family plan premium.

ARTICLE 11 — GRIEVANCE PROCEDURE

Sec.

11.1 Definitions

11.2 Level one

11.3 Level two

Sec.

11.4 Level three

11.5 Level four

§ 11.1 **Definitions.** As used in this article:

(a) The term *grievance* means a complaint by an employee that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement; or a complaint by an employee that she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. The term *grievance* shall not apply to any matter as to which a method of review is prescribed by law, by any rule or regulation of the commissioner of education having the force and effect of law, by any by-law of the Board, or to any matter as to which the Board is without authority to act.

(b) The term *aggrieved* means an employee who initiates a grievance.

(c) The term *grievance committee* means the grievance committee of the Association.

§ 11.2 **Level one.** A grievance shall be initiated with the food service manager for resolution within five school days after the cause of the grievance. A representative of the grievance committee may initiate or continue a grievance at this level at the discretion of the aggrieved. The food service manager shall render a written decision within five school days.

§ 11.3 **Level two.** If the aggrieved does not accept the decision at level one, the grievance shall be presented to the grievance committee within five school days. The grievance must be set forth in writing, with copies supplied to all persons involved.

§ 11.4 **Level three.** If the grievance committee acknowledges that a grievance exists, it shall present the grievance to the Superintendent within five school days after receipt of the grievance. The Superintendent shall render a written decision within ten school days.

§ 11.5 **Level four.** If the Association does not accept the decision at level three, it shall present the grievance to the president of the Board within ten school days after receipt of the decision. Upon request of either party, the Board will hold a hearing before rendering a decision. The Board will render a final decision within three school days after the second regular Board meeting after receipt of the grievance.

ARTICLE 12 — WORKING CONDITIONS

Sec.
12.1 Assignments

Sec.
12.2 Absence procedure

§ 12.1 **Assignments.** The District reserves the right to change assignments. Employees whose assignments are to be changed should be notified thirty days before the change takes place.

§ 12.2 **Absence procedure.** An employee who expects to be absent from duty should notify the food service manager or principal either the day before or not later than 7:30 a.m. of the day of absence so that time may be available for calling a substitute. An absent employee should report to her principal before the end of the day preceding return so that the substitute may be informed that services will not be needed during the next session.

ARTICLE 13 — VACANCIES AND PROMOTIONS

Sec.
13.1 Posting

Sec.
13.2 Applications

§ 13.1 **Posting.** All openings for promotional positions and for positions paying a salary differential shall be adequately publicized in every school.

§ 13.2 **Applications.** All qualified employees shall be given an adequate opportunity to make application for the positions described in section 13.1 of this article. Each applicant will be interviewed and notified of acceptance or rejection before any release of information to the media.

ARTICLE 14 — GENERAL PROVISIONS

Sec.	Sec.
14.1 Supersession	14.4 Supremacy of agreement
14.2 Incorporation of agreement	14.5 Severability
14.3 Inclusiveness of agreement	14.6 Reproduction of agreement

§ 14.1 **Supersession.** This agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

§ 14.2 **Incorporation of agreement.** This agreement shall be incorporated into and be considered part of the established policies of the Board.

§ 14.3 **Inclusiveness of agreement.** This agreement constitutes the full and complete commitment between the parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

§ 14.4 **Supremacy of agreement.** Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement, or contract hereinafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement, during its term, shall be controlling.

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

§ 14.6 **Reproduction of agreement.** Copies of this agreement shall be reproduced by the District and made available to all Association members within thirty days after its execution.

ARTICLE 15 — LEGISLATIVE APPROVAL

Sec.
15.1 Section 204-a of the Public Employees' Fair Employment Act

§ 15.1 **Section 204-a of the Public Employees' Fair Employment Act.**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 16 — DURATION

Sec.
16.1 Term of agreement

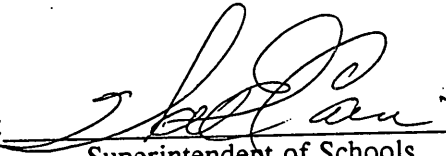
Sec.
16.2 Negotiations for successor agreement

§ 16.1 Term of agreement. Except as otherwise expressly hereinbefore set forth, the terms of this agreement shall take effect on July 1, 1992 and shall expire on June 30, 1998.

§ 16.2 Negotiations for successor agreement. If either party to this agreement wishes to enter into negotiations for a successor thereto, it shall notify the other party of its intent to renegotiate no later than the first day of January immediately preceding the expiration date of this agreement.

WAVERLY CENTRAL SCHOOL DISTRICT

WAVERLY FOOD SERVICE EMPLOYEES'
ASSOCIATION

By: 
Superintendent of Schools

By: 
President

Dated: 7/14/92

Dated: 7/14/92