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Contract Database Metadata Elements

Title: **Plainedge Union Free School District and Plainedge Cafeteria Employees Association (2002)**

Employer Name: **Plainedge Union Free School District**

Union: **Plainedge Cafeteria Employees Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/06**

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CAF/5956

AGREEMENT

between

THE PLAINEDGE BOARD OF EDUCATION

and

THE PLAINEDGE CAFETERIA EMPLOYEES' ASSOCIATION

July 1, 2002 to June 30, 2006

RECEIVED

JAN 31 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Agreement made and entered the _____ day of _____, by and between Plainedge Board of Education (hereinafter referred to as the "Board") and the Plainedge Cafeteria Employees' Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive negotiating representative of all part-time Cooks, Cook Manager, Assistant Cooks, Food Service Workers, and Delivery and Stockpersons excluding all per diem substitute cafeteria employees. This recognition shall continue for the maximum period permissible under Section 208 (c) of the Taylor Law.

ARTICLE II

WAGES (HOURLY)

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Cook Manager	20.34	24.27	28.36	32.62
Cooks	14.92	16.56	18.26	20.03
Assistant Cooks	13.62	15.21	16.86	18.57
Food Service Worker	11.22	11.67	12.14	12.62
Delivery/Stockperson	14.32	15.93	17.61	19.35

Effective July 1, 2002, employees shall receive an additional 30% per hour for work performed after 3:00 p.m. and on weekends. There shall be a minimum of 3 hours of extra time when employees are asked to work other than their normal hours. When kitchen equipment is being used, members of the Cafeteria Employees' Association must be hired, except for the After-School Cooking Class when they will only be paid for 1 hr.

Longevity

An employee who completes ten (10) years of service by December 31 will receive \$200 annually and employees who reach fifteen (15) years of service by December 31 shall receive \$250 annually and employees who reach 20 years of service by December 31, shall receive \$500 annually, and an employee who completes 25 years of service by December 31 shall receive \$750 in one longevity payment to be dispensed in the last paycheck in November.

ARTICLE III
UNIFORMS

- A. **Annual Allowance** - Each employee shall receive an annual \$250 uniform allowance to be dispensed in the first paycheck in September. For employees hired after the beginning of the school year, said amount shall be prorated in that the employee shall receive \$25 for each month or partial month of service remaining in the school year.

Employees shall be responsible for providing their own uniforms in accordance with specifications adopted by the School Lunch Manager. In the event than an employee leaves the employ of the District prior to February 1, the sum of \$125 will be deducted from their final paycheck.

- B. **Selection of Uniforms** - The School Lunch Manager will consult with the staff before selecting and ordering new and replacement uniforms.

ARTICLE IV

BENEFITS

1. Unit employees who are scheduled for more than twenty (20) hours of work each week are eligible for the following benefits:

- A. **Holidays:** Two holidays for each year of employment, starting July 1, 2002, to a maximum of eight (8) holidays in the following order:

Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
New Year's Day
President's Day
Memorial Day

The following holiday will be added one for each year of the contract for employees with more than 4 years.

2002-2003	-	Christmas Eve
2003-2004	-	New Years Eve
2004-2005	-	Martin Luther King Day
2005-2006	-	Good Friday

- B. **Sick Days:** Five (5) days annually, cumulative to a total of ninety (90) days.
 - C. **Special Absence Days:** Four (4) days annually – A maximum of two (2) unused days may be accumulated the following year as sick days. Reasons for use of special absence days shall be identical to those of other bargaining units.
 - D. **Life Insurance:** Group term life insurance in the amount of \$1,000.00, increasing to \$2,500.00 after three (3) full years of employment The Cook Manager shall receive a Group Term Life Insurance in the amount of \$30,000.
 - E. **Dental Insurance:** The District shall provide Individual and Family Dental Insurance coverage pursuant to the District Plan at no cost to the employee. The benefits presented by this plan are to continue with at least this coverage if the plan changes at no cost to the employee.
2. Unit Employees working less than twenty (20) hours shall receive three (3) Special Absence Days which may not be accumulated if not used.
 3. **Health Insurance:** All unit members may elect to participate in the District's Health Insurance program. The District will pay the New York State minimum premium of 50% for Individual and 35% for Family.
 4. **Disability Insurance:** All unit members will receive long term disability insurance in accordance with the disability policy in effect for the district's teachers.

ARTICLE V
MISCELLANEOUS

- A. **Retirement** All unit members who elect to participate in the New York State Employees' Retirement System must have F.I.C.A. deducted from their salary in order to participate.
- B. **Workers' Compensation:** All unit members are covered under Workers' Compensation as prescribed by law.
- C. **Payroll:** Payroll checks will be issued semi-monthly at the discretion of the district.
- D. **Promotion:** Consideration will be given to unit members who wish to fill vacancies within their assigned buildings. All vacancies will be posted in each building.

- E. **Out-of-Title:** Unit members who work out-of-title will be paid the higher hourly wage rate beginning with the first day of such work.
- F. **Bereavement Leave:** The District will provide three (3) paid bereavement days in the event of death in the immediate family (mother, father, spouse's mother or father, spouse, children, sister or brother, grandchildren) or of a relative living in the same house. Bereavement leave is to be taken with (7) days following the date of death.
- G. **Health Leave:** After two or more years of continuous employment, unit members are eligible for health leave without pay for a period not to exceed six (6) months. The request must be supported by a Doctor's note recommending that the employee cease working for the period of the leave request.
- H. **Substitute Workers:** Permanent staff members will be called to work before substitute workers anytime one school is serving lunch but the other schools are not.
- I. **Snow Day:** - Each member will be paid for one snow day. If there are no snow days, the day will be added to Memorial Day weekend.
- J. **Vacation:** - The Cook Manager shall receive 10 days paid vacation.
- K. **Special Functions:** - In the event lunch is provided by another organization, members shall report to work and be paid for the day.

ARTICLE VI

GRIEVANCE PROCEDURE

The term "grievance" shall mean a dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement.

A unit member who claims to have a grievance shall present the grievance in writing to the School Lunch Manager within (5) days after the occurrence. If the grievance is not satisfactorily resolved within five (5) days thereafter, the grievance may be submitted in writing to the Assistant Superintendent for Business within five (5) days. If the grievance is not satisfactorily resolved within five (5) days, thereafter, the grievance may be submitted in writing to the Superintendent of Schools within five (5) days. The Superintendent of Schools, or his designee, shall review the matter and make a determination.

ARTICLE VIII

THE BOARD

It is expressly understood and agreed that the Board reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders and policies and/or to institute or adopt new rules, regulations, orders, and policies, on any and all matters and subjects, that do not substantially affect the wages, hours or terms and conditions of the employment of the cafeteria staff.

ARTICLE IX

CONFORMITY WITH SECTION 204-a OF THE TAYLOR LAW

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 additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE X

COLLECTIVE NEGOTIATIONS

- A. The parties hereto agree that they have fully bargained with respect to salaries, hours, and other terms and conditions of employment and have settled the same for the term of this Agreement in accordance with the terms hereof.
- B. In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

ARTICLE XI

DURATION

The provisions of this Agreement shall be effective July 1, 2002 and shall continue in full force and effect until June 30, 2006.

FOR THE ASSOCIATION:

Styllis Simonelli

6/21/02

Date

FOR THE BOARD:

Marylou Karygeorgis

6/25/02

Date

This agreement was approved at a Public Meeting of the Board of Education on June 25, 2002.

Catherine Kelley
Catherine Kelley
District Clerk

WHEREAS, THE PLAINEDGE BOARD OF EDUCATION (hereinafter "the Board") and the PLAINEDGE CAFETERIA EMPLOYEES' ASSOCIATION (hereinafter "the Association") are parties to a collective bargaining agreement for the period July 1, 2002 to June 30, 2006; and

WHEREAS, the representatives of the Board and the Association have engaged in negotiations regarding the extension of said agreements; and


WHEREAS said representatives have reached an agreement regarding said extension,

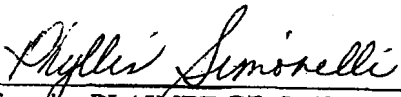
IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The 200~~2~~⁶-200~~6~~ collective bargaining agreement between the Board and the Association shall be extended to June 30, 2009.
2. All terms of the 2002-2006 agreement shall continue in full force and effect through June 30, 2009, except as specifically provided herein.
3. The hourly rates for members of the unit shall be increased over the prior year as follows:

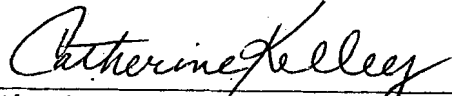
<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
3.5%	3.5%	3.5%

4. This agreement is subject to ratification by the Board and the Association within thirty (30) days of the date hereof.


JEFFREY BURNS
Deputy Superintendent of Schools for the
PLAINEDGE UNION FREE SCHOOL DISTRICT



For the PLAINEDGE CAFETERIA
EMPLOYEES' ASSOCIATION

This Agreement was approved at a Public Meeting of the Board of Education on April 22, 2004


Catherine Kelley, District Clerk

PLAINEDGE CAFETERIA EMPLOYEES ASSOCIATION

	2006-07	2007-08	2008-09
Cook Manager	33.76	34.94	36.16
Cooks	20.73	21.46	22.21
Assistant Cooks	19.22	19.89	20.59
Food Service Worker	13.06	13.52	13.99
Delivery	20.03	20.73	21.46



Jeffrey Burris



Phyllis Simonelli

