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Title: **West Genesee Central School District and West Genesee Food Service Unit, Service Employees International Union (SEIU), AFL-CIO, Local 200United (2012) (MOA)**

Employer Name: **West Genesee Central School District**

Union: **West Genesee Food Service Unit, Service Employees International Union (SEIU), AFL-CIO**

Local: **200United**

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**Agreement
Between the Food Service
Workers' Division of Local
200 United, SEIU
and the
West Genesee
CSD
July 1, 2012- June 30, 2016**

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AGREEMENT

“This agreement is between the West Genesee Central School District Superintendent (hereinafter referred to as “Superintendent”, “District”, or “Employer”) and the West Genesee Food Service Unit of Local 200 United SEIU, AFL-CIO (hereinafter referred to as “The Union”) and is entered into in good faith by the parties hereto and shall be binding upon them and their successors for the term of this agreement.”

ARTICLE I RECOGNITION

Section 1.

The District recognizes the West Genesee Food Service Workers Division of Local 200 United, Service Employees International Union; AFL-CIO, as the sole and exclusive collective bargaining agent with respect to wages, hours, administration of grievances and other terms and conditions of employment for all regularly scheduled full and part-time Food Service Workers, Cook I, and Driver/Messenger employed by the District.

Section 2.

Excluded from this unit would be temporary, casual, or per diem substitute employees and student workers. Also excluded are all other employees.

Section 3.

Full-time employees are those who regularly work twenty-six and one fourth (26 1/4) hours or more per week.

Part-time employees are those who regularly work ten (10) or more hours per week.

ARTICLE II NO STRIKE

In accordance with New York State Law, the Union hereby affirms a policy that it does not assert the right to strike against the District; nor will it assist or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 1.

The West Genesee School District lunch personnel recognize the West Genesee Board of Education has sole jurisdiction over the operation and management of the schools. The Director of Food Service determines the number of employees needed to perform the job. The school's Director of Food Service has the right to hire, direct, promote, transfer, discipline and discharge an employee accordingly, except where limited and modified by this Agreement.

**ARTICLE IV
PAYROLL DEDUCTIONS**

Section 1.

The District agrees to deduct from the wages of the employees covered by this Agreement, in accordance with the terms of the signed authorization to do so, the membership dues as designated by the Union for membership therein.

Section 2.

The Union shall certify to the Superintendent, in writing, the current rate of the membership dues for payroll deductions. The Union shall give the Superintendent thirty (30) days written notice prior to the effective date of any rate changes in the dues.

Section 3.

The District will deduct, on a bi-weekly basis, the amount of dues authorized according to Section 1 and shall transmit the total amount collected to the Union, along with a list covering same, by the fifteenth (15th) of the following month. The District shall not be liable for the dues monies collected once they have been paid to the Union.

Section 4.

Effective September 1 of each year, the employer will supply to the Union a complete list of bargaining unit employees including their date of hire, classification and address.

Section 5.

The District has the authority granted on the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) (with revisions) relative to the contracting (or subcontracting) of food services including their date of hire, classification and address.

Article IV (cont'd)

Section 6.

The District will have payroll deduction for those items granted other employees of the District which each employee authorizes. Among said deductions, the District will allow a payroll deduction to be deposited in a bank or credit union of the employee's choice selected from a list of three (3) banks which are participating with the District in the plan. In addition to the Savings Plan, all employees in the bargaining unit may elect to participate in the Credit Union on the same terms and conditions as other employees of the District. Employees must specify dollar amount deductions and bank choice to the Business Officer as requested. Changes may be made only twice a year.

**ARTICLE V
USE OF FACILITIES**

Section 1.

The District agrees that the facilities of the School District shall be available for local Union meetings when such use does not interfere with any work schedule, or scheduled events or involve any cost to the District. The Superintendent shall be furnished a request for the use of school facilities in writing at least one (1) week in advance of the requested date. The Superintendent shall designate the facilities to be used.

Section 2.

The Superintendent agrees to provide a bulletin board and designate its location for the use of the Union for the purpose of posting communications to its membership provided, however, that their content is not derogatory and is related to the Union business such as Union meetings, elections, scholarship announcements, etc.

Section 3.

A Union representative may have access to the premises for the purpose of processing a grievance, explaining Union membership services and/or programs. The Union staff representative shall notify the Food Service Director of his presence and desire to visit the premises and shall arrange such visits so as not to interfere with the duties of any employee on the premises.

Section 4.

The Union shall be permitted use of building bulletin boards to the same extent as other units within the District.

**ARTICLE VI
MEDICAL EXAMINATION**

Each year, all employees will be required to have a physical examination before starting work in September. Failure to have the physical examination on file will require suspension from work until the physical examination form is in and the doctor approves it. All physical examinations will be paid for by the current fee set under contract with the school doctor. If an employee prefers to have their own doctor perform the physical examination, they may. Chest X-rays are required of new employees on request or at the discretion of your examining physician.

**ARTICLE VII
EMPLOYEE PROTECTION**

Section 1.

The Board of Education shall act in compliance with Section 3023 of the law. Any employee shall within ten (10) days of the time they were served a summons, complaint, process, notice, demand or plea, defer the original or copy of the same to the Board of Education.

Section 2.

All work related accidents must be reported to the school nurse at once. All cafeteria employees are covered under Workers' Compensation Insurance secured from an insurance authorized by the State of New York.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

The parties agree that the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the school system and therefore establish this procedure to secure equitable solutions to alleged grievances of employees. Should differences arise between the District and the employee as to the interpretation or application of any of the provisions contained in this Agreement, the following procedure will take place:

- Step 1 - The employee(s) having the grievance shall first (1st) present the grievance, with or without the Union representatives, to the Director of Food Services. If the grievance cannot be resolved verbally at this point, within five (5) working days, the grievance shall be put in writing to the Superintendent or his/her designee stating the specific provision of the Agreement that is alleged to be in violation.

Article VIII (cont'd)

- Step 2 - The Union Business Representative and the Superintendent of Schools, or his designee, shall meet within ten (10) working days after the date of the written grievance to review and discuss same. If they cannot come to an agreement on the grievance, the Union may proceed to Step 3 within fifteen (15) working days after the meeting held under this step.
- Step 3 - Advisory Arbitration. The Union, if it chooses to do so, may request the American Arbitration Association or the Cornell ADR program to furnish the parties a list of arbitrators to choose from in accordance with the rules of the respective Arbitration Association. Should the parties strike out all the listed arbitrators, a second (2nd) listing shall be requested and/or furnished. Should the parties not leave any arbitrators on the second (2nd) list, the Arbitration Association shall assign one of its own choosing. The arbitrator in his decision shall have no power to add to, modify, subtract from or otherwise alter the provisions of this Agreement. (S)He shall be limited to recommending a resolution of the grievance within the intended interpretation and/or application of the provisions of this Agreement. The expense of the arbitration shall be shared equally between the District and the Union. Each party shall, however, bear its own legal and stenographic expense.
- Step 4 - Upon receipt of the arbitrator's decision, the Superintendent shall arrange for a Board of Education meeting within ten (10) school days after said receipt for the purpose of acting upon the advisory arbitration award. The Business Representative and the Union President shall have the opportunity to meet with the Board of Education in Executive Session to review the grievance prior to the Board of Education making its final and binding decision on the grievance.

**ARTICLE IX
EMPLOYMENT SECURITY**

Section 1.

The District and the Union agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of race, sex, color, creed, nationality or membership in the Union and other statutory requirements.

Section 2.

The District agrees that it will not discipline or discharge an employee except for good reason such as, but not limited to, insubordination (refusal of a direct work order), drinking of alcoholic beverages while on duty, use or possession of a controlled substance, abuse of property, and/or endangering the health and safety of students or employees.

Disciplinary action shall be limited to written warnings; suspension, and/or discharge. In all such cases the District will specify in writing the reasons for its action and such action shall be subject to the grievance procedure and the hearing procedures specified below.

Article IX (cont'd)

Except for the offenses cited in paragraph one (1) of section 2 of this article, the District will not discharge or suspend an employee unless it holds an administrative hearing within a week of the occurrence giving rise to the discipline. The employee shall be paid until such hearing is held.

If the hearing decision is not satisfactory, then the case may be processed as a grievance for a final decision. The District's action shall remain in effect until a final decision is reached by the Board of Education in the final step of the grievance procedure. Should the final decision be less than lost wages of this employee, (s)he will be paid the difference until reinstatement.

Section 3.

A suspended or discharged employee must notify his Union within five (5) working days after receiving notification of such action against him of his/her desire to appeal the suspension or discharge.

Section 4.

Under normal conditions any employee desiring to terminate his employment with the District shall give the District two (2) weeks' advance notice of his/her intention to leave. The District shall likewise, under normal conditions, give any employee to be laid off two (2) weeks advance notice.

**ARTICLE X
LEAVES OF ABSENCE**

Section 1. SICK LEAVE

For each month, 1.2 sick days converted to the equivalent number of hours worked are granted for each unit member, cumulative up to unlimited hours. These sick days will be awarded to each member in the following manner: Fifty percent (50%) of the sick days will be granted on the 1st day of school and the additional Fifty percent (50%) will be granted on the 1st day of the second semester of each school year. Days or the equivalent number of hours accumulated will be listed on a report and given twice a year to each employee. These days (hours) may be used as follows:

1. Five (5) of the twelve (12) days converted to the equivalent number of hours worked may be used for family illness including Spouse, children, parents or in-law parents. These are deducted from your regular sick leave and any not used will be converted to and accumulate as personal sick. Upon approval of the Director of Food Service, in extreme circumstances, accrued sick time may be used for other relatives.

Article X (cont'd)

2. One (1) day converted to the equivalent number of hours for death in family - in-laws, aunt, uncle, first line cousins, niece, nephew, - deductible from sick leave.
3. Five (5) days converted to the equivalent number of hours for death of spouse, children, parents, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, - deductible from sick leave.
4. Routine doctor's appointments are not included, only under emergency cases.
5. After five (5) days converted to the equivalent number of hours of sickness in any one (1) year, a physician's release may be requested.

Absentee slips are available from the Director of Food Service. If you cannot report to work, call the Director of Food Service by 8:30 a.m.; phone 487-4661. You must also call your school "lead" as soon as possible prior to the beginning of your scheduled shift.

Section 2. PERSONAL BUSINESS

- a) Three (3) days - noncumulative for unit employees.
 1. Court attendance, financial transactions, attorney, bank or realtor's office (one [1] day incident), house transaction.
 2. College graduation in immediate family (one [1] day).
 3. Marriage in immediate family (one [1] day).
 4. Religious holiday.
 5. Personal emergency by approval of Superintendent or designee.
 6. Personal business not for recreation (one [1] day only) by approval of Superintendent.
- b) Employees must give at least three (3) working days notice of their desire to take personal leave except in the case of an emergency.
- c) Unused personal leave days will be added to accumulated sick leave at the end of the school year.

Article X (cont'd)

Section 3. LEAVE OF ABSENCE

- 1) Length of time for a leave of absence is up to one (1) year granted at the discretion of the Food Service Director. Employees absent for professional improvement will have preference. Applications for same should be in writing for approval by the Superintendent of Schools.

If an employee is on leave for less than thirty (30) days, the employee will be given their original assignment. If the leave of absence is for more than thirty (30) days, then the employee upon return will not accrue seniority during their absence and will be restored to his/her former seniority status.

While on leave of absence from the School District, no employee shall be employed by another organization. If this is violated, it shall be grounds for immediate termination of leave and employment.

Section 4. - JURY DUTY

- a) Any employee covered by this Agreement, called to jury duty, shall be paid his/her regular wages for the day(s) and (s)he shall return to the District the per diem rate allowed by the court. If the jury duty per diem rate is greater than the employee's regular pay, the employee shall keep the difference. You are expected to join the telephone alert.

**ARTICLE XI
INSURANCES**

Section 1. - HEALTH INSURANCE

The District shall provide the same Group Health Insurance coverage provided to the other employees in the District. The District rate of contribution shall be the same as it is for the other employees in the District.

Upon retirement, a unit employee who meets the applicable eligibility requirements may convert his/her unused sick leave as follows:

ARTICLE XI (cont'd)

OPTION 1

1. A District service requirement of ten (10) years.
2. Eligibility for New York State Employees Retirement.
3. Formula for sick leave payment,
 - a) Minimum of two hundred (200) hours must be met before any payment is made. Upon accumulation of two hundred (200) hours, all hours will then be multiplied by \$3.00; if an employee has 199 hours he would not receive any payment. However, if the employee has 300 hours (s)he would receive \$900.00, i.e., 300 hours x \$3.00.

or

OPTION 2

1. Three (3) months of paid individual health insurance coverage for each one hundred-fifty (150) hours, up to a maximum of one thousand eight hundred (1,800) hours for three (3) years of paid individual health insurance coverage,
 - i.e; 300 hours = 6 months of coverage
 - 600 hours = 1 year of coverage
 - 900 hours = 1.5 years of coverage
 - 1800 hours = 3 years of coverage, plus
2. District service requirement of ten (10) years, plus
3. Eligibility for New York State Employees Retirement.

The employee can choose only one (1) of the two options set forth above.

Section 2. - LIFE INSURANCE

Employees that work more than twenty (20) hours per week are eligible to participate in the District offered life insurance program at their own expense.

ARTICLE XII
UNIFORM REIMBURSEMENT

New Employees Four (4) shirts, two (2) aprons, and seventy-five dollars (\$75) for work shoes. All new employees have thirty (30) days to complete their uniform and shoe orders.

Returning Employees One hundred-fifty dollars (\$150) for apparel items approved by the Director of Food Service. The purchase of one pair of work shoes is mandatory. All returning employees must complete their uniform and shoe ordering no later than August 15th for district purchases each year. Uniform reimbursements must be submitted no later than October 15th.

If an employee leaves within the first six (6) months of their employment, the employee will be responsible to repay the District the amount of their shoe reimbursement.

**ARTICLE XIII
SPECIAL FUNCTIONS**

Section 1.

From time to time, the Food Service Department is required to provide service during the evening or on weekends. At the beginning of each school year a sign up sheet will be distributed to employees interested in working at special functions. An employee who signs up for special functions shall have the right upon request to one (1) refusal. A second (2nd) refusal will result in the employee's name being removed from said list. Selection of employees on this list will initially be based upon seniority and job performance. In the event an insufficient number of people sign up for special functions or all individuals on said list refuse to work, the Director of Food Services may assign individuals to work the special event from among the bargaining unit on the basis of inverse seniority and job performance. The Union President shall be provided a weekly calendar of special functions work assignments.

Section 2.

The employee's hourly rate plus two (\$2.50) dollars and fifty cents per hour will be paid for hours worked after the end of the employee's regularly scheduled workday.

Section 3.

Employees will be provided a meal while working a dinner function.

**ARTICLE XIV
SCHOOL CLOSING PROCEDURE**

School will be closed for two (2) reasons: weather and other emergencies. The following plans go into effect:

SNOW DAYS

PLAN A

No one reports to work; receive day's pay up to three (3) days.

PLAN B

Everyone who works will be paid. Sub-zero weather (buses won't start), energy crisis, etc. could prevent students from attending school, however, the roads could be used.

PLAN C

Malfunction - one (1) or a select building. You have the option of working in another building to receive your day's pay.

Unit members will be paid for a maximum of two (2) "give back" snow days. If there are three (3) "give back" snow days, unit members may choose to utilize a personal day, if available, to receive pay for that day.

**ARTICLE XV
HOLIDAYS**

Section 1.

- a) Paid holidays will be based on your base day's pay by the hour:
 - 1. Veteran's Day
 - 2. Thanksgiving
 - 3. Christmas
 - 4. New Year's Day
 - 5. Martin Luther King Day
 - 6. Washington's Birthday
 - 7. Good Friday
 - 8. Memorial Day

Section 2.

In order to receive pay for the holiday, you must work the last working day before and the working day after the holiday. Exceptions will be made for jury duty, bereavement and illness documented with a physician's certificate.

**ARTICLE XVI
MISCELLANEOUS**

Section 1.

Upon reasonable notification, an employee may review their file, receive a copy of any evaluations, affix a comment to the evaluation and receive a copy of any information in their file.

The evaluations shall be written in ink and discussed with the employee.

Section 2. APPEARANCE

- a) Each cafeteria employee must wear a uniform. The employee will do the laundry of the uniform so that there will be a clean uniform each day.
- b) Each employee must furnish her own hair net or hat and wear it. It is a State Health Department Law that any person working around food must wear a proper hair restraint.
- c) Shoes should be clean, low-heeled, and rubber soled.

Article XVI (cont'd)

- d) It is a must that personal and proper sanitation procedures be practiced at all times. Clean fingernails, clean hands, and clean uniforms must be a daily practice. Failure to comply may result in disciplinary action.

Section 3. WORKING CONDITIONS AND EMPLOYMENT PRACTICES

- a) You must be willing to rotate on ALL jobs: dish machine, serving, cashiering, and learning bookkeeping.
- b) From your "part-time" position you may be asked to work the early hours in case of absence. This should be on a rotating basis.

Section 4. CAFETERIA HIRING PROCEDURE

- a) Applicants must fill out a standard form to register their name for future employment;
- b) Personal interview by the Director of Food Service - work is described and evaluation of the individual is noted.
- c) Application filed.
- d) Substitute workers are kept on a list to replace regular individuals for sick days. Applicant is notified by the Director of Food Service when placed on an active list.
 - a) Regulation for dress, physicals and times are listed.
 - b) W-4 form is filled out.
- e) Applicant must hand in physical approval before (s)he works.
- f) Applicant is placed on the "ON CALL" basis. This is used for orientation, in-service training and other evaluation.

Article XVI (cont'd)

- g) "Sub" is evaluated by the Cook-Manager or Director of Food Service on a yearly basis as to his/her total function in our operation (Forms are set up for this).
- h) As the positions occur, the "SUB" is asked to fill the positions. Appointment is based on:
 - 1. Experience working with us (more training needed, etc.)
 - 2. Transportation difficulties.
 - 3. Attitude of worker.
 - 4. Health hazards.
- i) It is desired that no one be appointed without doing "SUB" work first. This explains what is expected of them and eliminates employee turnover.
- j) Persons who live in the West Genesee School District will be given preference.

Section 5. PAYROLL

- a) Be sure to fill in hours worked on time sheet at the end of each workday. Time sheets available at each school.
- b) Your salary is calculated based on an hourly rate and annualized for each school year.
- c) You are paid by check every two (2) weeks.
- d) Unit members will have the option to have their payroll paid over twenty-six (26) pays. The election must be made annually. Once the election is made, it is irrevocable. Part-time employees must be able to cover their deductions with the reduced bi-weekly amount to be eligible.

Article XVI (cont'd)

DEDUCTIONS AVAILABLE:

1. Credit Union
2. Payroll Savings
3. Retirement
4. Section 125 The District shall provide a Section 125 Plan in accordance with IRS Regulations and consistent with the 125 Plan provided other employee groups. The District will pay the administrative fee for all bargaining unit members.
5. SEIU Benefit Trust The District shall deduct and remit payments to the SEIU Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

This benefit shall expire on June 30 of the last year of this contract.

Section 6. TRAINING

Available to all employees at no cost.

- a) ALL Staff are required to attend a minimum of one (1) workshop per year conducted by a professional approved by the Director of Food Service at no cost to the employee.
- b) Establishment of a Continuing Education Committee to consist of:

One (1) - Food Service Helper
One (1) - Food Service Manager
and Food Service Director

for the purpose of formulating guidelines for a Continuing Education Incentive Program.

**ARTICLE XVII
WORK YEAR**

During the term of this Agreement any person employed in the School Lunch Department on the last day of the academic year or on the last day of any school calendar recesses, holidays or vacations shall continue to be employed in the same capacity at the start of that following school year and all its recesses, holidays, and/or vacations unless otherwise notified of their termination or other change in employment status in writing.

**ARTICLE XVIII
PROBATIONARY PERIOD**

New employees in the bargaining unit shall be eligible to receive full contractual benefits thirty (30) work days after the commencement of their employment.

The probationary period for all employees shall be in accordance with Civil Service regulations.

Permanent appointment to the staff will be reviewed and evaluated by the immediate supervisor and by the superintendent or superintendent's designee. If the conduct or performance of the employee is not satisfactory during the employee's probationary period, the employee may be dismissed upon notification in writing. One copy of the dismissal letter will be forwarded to the union representative.

**ARTICLE XIX
SENIORITY**

Section 1.

Seniority shall be defined as the employees most recent date of hire following successful completion of the probationary period retroactive to the beginning of the probationary period.

Section 2.

Seniority will be utilized for requests for time off from unit members serving in identical positions except when the Director of Food Services determines a critical need.

Seniority (cont'd)

Section 3. LAYOFF

- a) In the event of a layoff, the unit person in the job title affected shall be laid off on the basis of inverse seniority, (least senior laid off first). The affected unit member shall bump the least senior person with the same number of hours. If there is not a unit member with the same number of hours, they shall bump the least senior person with most similar number of daily hours. For example, if you have five (5) hours, and there are no employees with five (5) hours, you will bump the least senior employee with four and three-quarters (4.75) hours. The second employee affected shall bump the least senior employee in the same job classification regardless of hours.
- b) Refusal by a unit employee to accept a new assignment resulting from a layoff will result in his/her termination of employment.

**ARTICLE XX
JOB POSTING/LATERAL TRANSFERS**

Vacant positions in the unit will be posted for five (5) working days excluding Saturdays, Sundays and holidays. Appointments will be made based upon past work performance, work experience, knowledge, skill and ability to perform the work and seniority in the bargaining unit in the order as noted herein. Copies of all job postings will be sent to the Union President. When school is not in session, the notices will be mailed to the President's home address. Unit members that will be subject to lateral transfers will be given two (2) weeks prior notice.

**ARTICLE XXI
COMPENSATION**

Section 1.

- a) Returning bargaining unit members shall have their prior year's hourly rate adjusted as follows:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
\$1.25	2.50%	2.75%	3.00%

ARTICLE XXI (cont'd)

b) For new hires, the hourly wage shall be as follows:

	<u>2012-16</u>
Food Service Worker I	\$10.00
Food Service Worker II	\$12.25
Cook I	\$13.75

The position of Driver/Messenger will be paid at the Food Service II hourly rate.

c) If a unit member works in a higher classification, their hourly rate shall be adjusted as follows for the hours they work in said classification:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
\$1.00	\$1.05	\$1.10	\$1.15

Leads will become Food Service Worker II's.

Unit members working in a higher classification beyond thirty (30) days, will receive the starting hourly rate for that classification, unless their regular hourly rate plus the rate adjustment above, exceeds the starting rate of that classification.

Any employee required to use his/her personal vehicle for work purposes during the course of his/her regular assignment, will be reimbursed at the current IRS rate.

Section 2. LONGEVITY

a) Longevity starts on the date of the employee's first permanent appointment. The longevity payment will start after the completion of ten (10) years of service and will be paid in a separate check at the beginning of the eleventh (11th) year.

b) Longevity will be paid in a separate check at the beginning of the school year.

10 years	\$175
15 years	\$200 additional
20 years	\$225 additional
25 years	\$275 additional

c) Employees are eligible to receive their final longevity payment with their last check in any school year if their retirement is effective at the end of the school year (last school day in June).

**ARTICLE XXII
EDUCATIONAL BENEFITS**

Employees will be eligible for reimbursement for college course work and/or training to a maximum of five hundred (\$500) dollars per year. However, unit members may use \$1,000 at any point between 7/1/2012 to 6/30/2014 and \$1,000 at any point between 7/1/2014 to 6/30/2016. Reimbursement is contingent upon receiving prior written approval from the Director of Food Services and the Assistant Superintendent for Management Services, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Director of Food Services.

**ARTICLE XXIII
STATUTORY CLAUSE**

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 its approval.

**ARTICLE XXIV
ENTIRE AGREEMENT**

The parties agree that all terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's decision and control and shall not be subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

**ARTICLE XXV
DURATION**

This Agreement shall be effective as of July 1, 2012, and continue in full force and effect until June 30, 2016.

West Genesee Central School

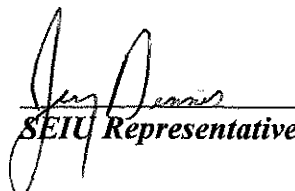
West Genesee Food Service Workers



Superintendent *10/29/12*
Date



SEIU, President *10/29/12*
Date



SEIU Representative *12/15/12*
Date

MEMORANDUM OF AGREEMENT

Full-time employees eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:

1. If an employee elects to waive participation in the district's health insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
2. Employees who elect to waive participation in the district's health insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The waiver option must be renewed by the individual annually during the September open enrollment period.
3. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
4. Employees who elect to waive their participation in the district's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount of time the employee did not have health insurance coverage through the district.
5. Employees who elect to waive their participation in the district's health insurance program and then find it necessary to rejoin, the employee would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the district.
6. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application is eligible for the waiver inducement amount.

Vin M. Dolison 10/29/12
For the Union Date

Chris [Signature] 10/29/12
For the District Date

[Signature] 12/18/12
SEIU Representative Date

MEMORANDUM OF AGREEMENT

OVERTIME COMPENSATION

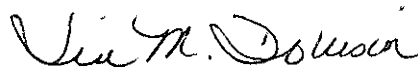
For the purpose of computing overtime compensation, employees who are on paid leave will be considered constructively present with the following exception:

Any employee that has utilized sick time on three (3) separate occasions in weeks in which overtime wages are earned in any given school year, said employee will not be allowed to use paid sick leave in the calculation of overtime wages for the remainder of the school year.

This memorandum shall sunset on June 30, 2016.



West Genesee Central School District



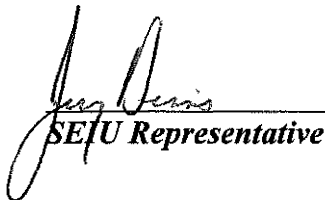
Food Service Workers' Local 200
United, SEIU

10/29/12

Date

10-29-12

Date



SEIU Representative

12/18/12
Date


MEMORANDUM OF AGREEMENT

SUBCONTRACTING/OUTSOURCING

It is mutually agreed that the District will not subcontract or outsource services of the Food Service Workers during the July 1, 2012 through June 30, 2016 contract period. It is further agreed that the District retains its right to contract for certain services, as its past practice has been, on an as-needed basis.



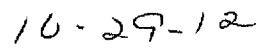
West Genesee Central School District



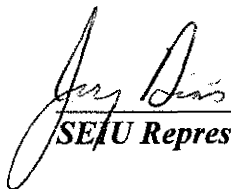
Food Service Workers' Local 200
United, SEIU



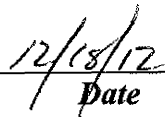
Date



Date



SEIU Representative



Date