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**AGREEMENT**

**by and between the**

**FALLSBURG CENTRAL SCHOOL DISTRICT**

**and the**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**FALLSBURG CENTRAL SCHOOL CAFETERIA EMPLOYEES UNIT**

**SULLIVAN COUNTY LOCAL 853**

**~~July 1, 2007 – June 30, 2012~~**

**July 1, 2012 – June 30, 2017**

# ***TABLE OF CONTENTS***

PREAMBLE.....	1
<b>ARTICLE 1</b> .....	1
RECOGNITION .....	1
<b>ARTICLE 2</b> .....	1
MANAGEMENT RIGHTS .....	1
<b>ARTICLE 3</b> .....	2
WORK SCHEDULE .....	2
<b>ARTICLE 4</b> .....	2
OVERTIME .....	2
<b>ARTICLE 5</b> .....	3
VACANCIES AND PROMOTIONS .....	3
<b>ARTICLE 6</b> .....	3
DISCIPLINE AND EVALUATION .....	3
<b>ARTICLE 7</b> .....	3
FORMAL GRIEVANCE PROCEDURE .....	3
<b>ARTICLE 8</b> .....	4
COMPATIBILITY WITH LAW.....	4
<b>ARTICLE 9</b> .....	5
UNION RIGHTS .....	5
<b>ARTICLE 10</b> .....	5
LEAVE PROVISIONS.....	5
A. <i>Sick Leave</i> .....	5
B. <i>Personal Leave</i> .....	6
C. <i>Bereavement Leave</i> .....	7

<i>D. Jury Duty</i> .....	7
<i>E. Childcare Leave</i> .....	7
<i>F. Workers' Compensation Leave</i> .....	9
<b>ARTICLE 11</b> .....	9
HEALTH INSURANCE.....	9
<b>ARTICLE 12</b> .....	10
HEALTH INSURANCE BUYOUT.....	10
<b>ARTICLE 13</b> .....	11
DENTAL INSURANCE.....	11
<b>ARTICLE 14</b> .....	11
RETIREMENT.....	11
<b>ARTICLE 15</b> .....	11
UNIFORM ALLOWANCE AND FLOOR MATS.....	11
<b>ARTICLE 16</b> .....	12
WAGES.....	12
<b>ARTICLE 17</b> .....	13
DUE PROCESS HEARING PROCEDURE.....	13
<b>ARTICLE 18</b> .....	13
DISABILITY INSURANCE.....	13
<b>ARTICLE 19</b> .....	14
LEGISLATIVE APPROVAL.....	14

## **PREAMBLE**

**AGREEMENT MADE AS OF** February 6, 2013, between the Board of Education of Fallsburg Central School District (“District”) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, (“Union”).

## **ARTICLE 1** **RECOGNITION**

- A. The District recognizes the Union as the sole and exclusive bargaining representative for all non-teaching, food service personnel. The Food Service Manager will be excluded from the bargaining unit.
- B. The District shall deduct from the wages of bargaining unit employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agents, regular membership dues, or agency shop fees and other authorized deductions (i.e., CSEA insurance programs, and CSEA P.E.O.P.L.E. Fund) for those employees who have signed the appropriate payroll deductions authorization(s) permitting such deductions. Agency shop fees shall be remitted in a check separate from the check for deductions from members.
- C. All masculine pronouns appearing herein are used in their generic sense, and are intended to mean and shall be construed as referring to either or both sexes, as appropriate in context.
- D. The CSEA will indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District in reliance upon dues deductions authorization cards furnished by the employees and/or CSEA, and agency fee deductions.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

The Union recognizes and acknowledges that the District has exclusive rights with regard to all wages, benefits, and working conditions, including but not limited to hire, assignment, duties, work schedules, overtime, promotions, transfers, leaves, and termination of

employees' services, except as otherwise abridged, terminated, or modified by the Agreement.

**ARTICLE 3**  
**WORK SCHEDULE**

- A. The workweek for bargaining unit employees shall be Monday through Friday.
- B. Each bargaining unit employee shall be scheduled to work either 6.5 hours, 4.5 hours, or 3.5 hours per day on a regular basis. The District shall not change an employee's regular work schedule without providing the Union with notice of the planned change and an opportunity to comment. Such notice shall not be required for temporary assignment.
- C. The work year shall be that period which employees are scheduled to work between September 1 and June 30. If the State requires the school year to begin prior to September 1, cafeteria staff will be available to work those days. Employees will be scheduled at least 180 workdays.
- D. Bargaining unit employees are considered ten-month employees.
- E. The District shall provide timely notice of snow and emergency cancellations.

**ARTICLE 4**  
**OVERTIME**

- A. Overtime pay shall be provided for hours worked in excess of forty (40) in a week. The District shall use its best efforts to distribute the availability of overtime work equitably among all qualified bargaining unit employees.
- B. There shall be no discrimination against any bargaining unit employee for declining to work overtime.
- C. Overtime shall be paid at the rate of time and one-half per hour.
- D. Employees required to work special events which occur outside of their normal work hours will receive a minimum of 4 hours pay.

**ARTICLE 5**  
**VACANCIES AND PROMOTIONS**

- A. All vacancies in bargaining unit positions shall be posted in every school building, clearly setting forth a description of and the qualifications for the position and salary range. Additionally, the unit president will be given a copy of the postings. The postings will be displayed no later than one week prior to the fill date of the vacancies.
- B. Bargaining unit employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designated administrator, with a copy to the appropriate building administrator.
- C. All appointments to the aforesaid vacancies and openings shall be based on qualifications and relevant experience. When in the good faith judgment of the District, qualifications and relevant experience are equal, seniority shall be the determining factor.

**ARTICLE 6**  
**DISCIPLINE AND EVALUATION**

- A. Any non-probationary bargaining unit employee subject to disciplinary action for misconduct or incompetence shall receive written notice of such action. Such notice shall contain a description of the acts and conduct for which discipline is to be imposed. If a bargaining unit employee thinks he has been disciplined without just cause, or if the penalty is inappropriate, he may file a grievance in accordance with Article 7.
- B. Each school year the Food Service Manager shall conduct at least one written evaluation of the job performance of each bargaining unit employee.

**ARTICLE 7**  
**FORMAL GRIEVANCE PROCEDURE**

For the purpose of this Article “school days” shall mean those days when school is actually in session.

### **Stage 1: Food Service Manager**

- A. A bargaining unit employee having a grievance will discuss it with the Food Service Manager, either directly or through a representative, with the objective of resolving the matter informally, within twenty (20) school days of when the bargaining unit employee knew or should have known that the issue was a matter covered by the grievance procedure. The Food Service Manager will confer with all parties in interest. If the grievant submits the grievance through a representative, the grievant may be present during the discussion of the grievance.
- B. If the grievance is not resolved informally, it shall be, within ten (10) school days from the attempt to resolve it informally, reduced to writing and presented to the Business Official and/or District Treasurer who shall render a decision thereon, in writing, and present it to the grievant or his representative.

### **Stage 2: Chief School Officer:**

- A. If the grievant is not satisfied with the written decision rendered pursuant to Stage 1 and wishes to proceed further under the grievance procedure, he shall, within five (5) school days, present the grievance to the Union's Grievance Committee for its consideration.
- B. If the Grievance Committee determines that the grievant has a meritorious grievance, may file a written appeal of the decision at Stage 1 with the Superintendent of Schools within ten (10) school days after the grievant has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

## **ARTICLE 8 COMPATIBILITY WITH LAW**

- A. The Union and the District recognize that strike and all other forms of work stoppage by bargaining unit employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be mutually resolved by peaceful, professional, and appropriate means without interruption of the school program. The Union, each of



its members, and all members of the bargaining unit therefore agree that there shall be no strike, work stoppage, or any other refusal to perform work by bargaining unit employees, nor shall the Union in any way encourage, instigate, or condone such action.

- B. If any provision or term of the Agreement shall be finally deemed by a court of competent jurisdiction to be contrary to law, then such provision or term shall not be applicable, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect.

## **ARTICLE 9** **UNION RIGHTS**

- A. The Union shall have the right to post information and notices on a designated bulletin board in the kitchen work area.
- B. The offices and agents of the Union shall have the right to visit the District's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.
- C. Any bargaining unit employee who is designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement and who is identified to the District by the Union as having been designated or elected for that purpose shall be permitted a reasonable amount of time free from his regular duties to fulfill these obligations. No more than one bargaining unit employee may be designated for this purpose at any one time.
- D. The Unit President and/or his/her designee shall be entitled to a total of four (4) days of paid leave per year to attend to Union business. No one designee shall use more than three days; this limit shall not apply to the Unit President.

## **ARTICLE 10** **LEAVE PROVISIONS**

- A. **Sick Leave**
  - 1. Each bargaining unit employee shall be granted fifteen (15) days each year for personal illness. "Personal illness" shall include the illness of a child, parent, or spouse. Routine local health and dental examination of the bargaining unit

employee which can be scheduled in advance shall not be deemed a “personal illness.” Sick leave may be extended with the permission of the Superintendent of Schools for prolonged illness, but without pay. Sick leave shall be cumulative up to 180 days.

2. The District may require a medical certificate for any sick leave taken of more than three (3) consecutive days.
3. The District shall pay employees who retire with eligibility for immediate benefits under the rules of the New York State Employees Retirement System \$35.00 for each day of their accrued sick leave.
4. At the end of each school year, employees who have used no sick leave days during that school year shall receive a payment of \$250.00. Employees who have used only one sick leave day shall receive a payment of \$150.00, and employees who have used only two sick leave days shall receive a payment of \$100.00. For the purpose of determining this benefit, any days taken off by an employee without pay during the school year shall be considered sick leave days taken.

#### **B. Personal Leave**

1. All bargaining unit employees are entitled to two (2) personal days per year. Unused personal days shall be added to the employee’s accumulated sick leave, subject to the maximum sick leave for 180 days.
2. Personal leave may be taken only for personal business that cannot be transacted except during the employee’s working day. Such leave shall be granted provided the employee notifies the School Lunch Manager in writing three (3) days in advance, or as soon as the employee knows of his need for such leave.
3. Personal leave may not be taken on the last school day before or the first school day following holidays or vacation periods without the approval of the Superintendent of Schools.

**C. Bereavement Leave**

In the event of a death in the bargaining unit employee's immediate family, on each occurrence, he shall be afforded two (2) days leave, which shall be non-cumulative. This leave for death in the immediate family may be extended an additional three (3) days, but in the event any additional leave is taken, it shall be deducted from any unused sick leave accumulated pursuant to paragraph A above, and may not be taken unless such unused sick leave time is available. The term immediate family shall include father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparent and grandchild.

**D. Jury Duty**

A bargaining unit employee who is required to serve on a jury shall be paid for each day of jury duty; provided however, that he shall: (1) notify the School Lunch Manager within 48 hours of receiving notice to serve (exclusive of Saturdays, Sundays, and holidays) and submit, if requested by the District, a written request to the appropriate clerk of the court to be excused from jury duty until such time as school is not in session; (2) consult the appropriate clerk of the court each night preceding day of scheduled duty to determine if attendance is required and, if not required, promptly advise the School Lunch Manager and report to work on such day; (3) report to work if dismissed prior to 12:00 p.m. on any day on which he was required to serve; and (4) remit to the District all statutory payments (excluding mileage) received for jury service.

**E. Childcare Leave**

1. A bargaining unit employee who wants to take childcare leave shall make a written request to the Superintendent, as far in advance as practical but in no event less than three (3) months prior to the expected date of birth of the child or three (3) months prior to the expected date of adoption. This time limit may be waived by the Superintendent in unusual circumstances in which proper notice was impractical. Childcare leave will be granted on the basis of whole school terms for up to two terms beyond the term in which the employee commences childcare leave. Once childcare leave is granted, the applicant is required to take the leave for the minimum period requested in the application and granted by the District. At the discretion of the District, upon

application by the employee, this leave may be extended for up to an additional one school year. The first twelve (12) weeks of any childcare leave will be designated as leave pursuant to the federal Family and Medical Leave Act and will run concurrently with said childcare leave.

2. The employee on childcare leave will notify the Superintendent in writing two (2) months prior to the termination of said leave of the employee's intention to either resume work or resign from employment with the District. No such employee may terminate childcare leave and resume working for the District except at the commencement of the school term unless the District shall expressly permit otherwise. If the employee does not return to their position at the conclusion of the scheduled leave and the employee has failed to contact the Superintendent of Schools requesting an extension of the leave, such action will be determined to be a resignation from the District.
3. The District shall attempt, insofar as it is practicable, to reassign the employee returning from childcare leave to the same position the employee held prior to commencing the leave.
4. A pregnant employee may continue to work as long as she is physically able to do so and may return as soon as she is physically able to do so, subject to the condition that she shall provide such medical certification of her condition as the District may require.
5. Neither salary nor benefits shall be paid to any employee on childcare leave, nor shall an employee accumulate sick leave or use accumulated sick leave while on childcare leave. Sick leave accumulated prior to the commencement of childcare leave shall be retained, however, and shall be reactivated upon return to employment with the District. Health insurance shall continue to be provided during the first twelve (12) weeks of any childcare leave, under the same terms and conditions as it would have been provided if the employee was working.
6. Employees on childcare leave for longer than twelve (12) weeks continue their participation in the District's health insurance program upon payment to the District of 100% of the District's cost of continuing such participation.

**F. Workers' Compensation Leave**

Employees in the bargaining unit who are receiving a workers' compensation benefit may utilize leave credits to make up the difference between the workers' compensation benefits and full salary.

**ARTICLE 11  
HEALTH INSURANCE**

The District will provide health insurance to bargaining unit employees regularly scheduled to work 4.5 or more hours per day. All employees eligible to receive health insurance under this Agreement shall be covered by the Dutchess Educational Health Insurance Consortium (DEHIC) Alternate PPO Plan.

The District and eligible employees shall share the premium cost of health insurance according to the following:

Effective Date	District Share	Employee Share
July 1, 2012	88%	12%
July 1, 2013	86%	14%
July 1, 2014	84%	16%
July 1, 2015	82%	18%
July 1 2016	80%	20%

The District will establish an IRC Section 125 plan. Bargaining unit members employed prior to January 1, 2013 who have at least twenty (20) years of service to the District, with no fewer than ten (10) years of that service in a position eligible for health insurance benefits, shall be entitled to 100% medical insurance coverage paid by the District after retirement. Employees who are hired after January 1, 2013, shall be eligible for post-retirement health insurance benefits on the same terms as employees hired prior to that date, but shall pay 25% of the premium for such post-retirement benefits.

The District may change health insurance plans to a comparable plan upon 90 days notice to CSEA. "Comparable" shall mean that the new plan shall not provide for a reduction in total benefits. If the Union disagrees with the District's determination regarding "comparable," it may grieve the matter to binding arbitration by filing a demand for arbitration with the Public Employment Relations Board.

**ARTICLE 12**  
**HEALTH INSURANCE BUYOUT**

Unit members may elect to decline, and require the District to buyout, their entitlement to medical coverage. The amount the District shall pay to buyout such coverage will be 50% of the cost of the insurance premium that the District would have had to pay for such coverage if the unit member did not elect the buyout, but in no event shall the amount exceed \$4,000 for an employee eligible for individual coverage, or \$8,500 for an employee eligible for family coverage. The District, in its sole discretion, may determine some other amount as the consideration for buying out a unit member's medical coverage. In such event, the District will provide the CSEA with 30 days' notice of the change, and any unit member electing during such notice period to require the District to buy out his medical coverage will have the option of doing so at either the rate prevailing prior to the effective date of the change or the new rate.

Unit members electing to require the District to buy out their entitlement to medical coverage may do so only if the (1) notify the superintendent, in such form and manner specified by him, of such election on or before June 1 preceding the start of the school year for which the buyout election is made, and (2) submit proof on or before said date of alternative insurance coverage.

The buyout payment shall be equally distributed in the unit member's paycheck during the course of the school year and shall be subject to normal deductions.

Re-entry to the District's medical coverage plan will be subject to : (a) the plan's guidelines, (b) submission of proof that alternative insurance is no longer available, and (c) repayment of any buyout money already paid by the District.

Unit members must complete an election form for each year in which they elect a buyout.

Newly hired employees may decline medical coverage upon proof of alternative coverage and submission of the election form within ten (10) working days after starting employment. The buyout payment will be pro rated to reflect the portion of the year remaining.

Money paid pursuant to this provision shall be included in payroll for purposes of computing retirement entitlements, unless the District is

advised by the administrators of the retirement system that this would be improper.

**ARTICLE 13**  
**DENTAL INSURANCE**

The District will provide dental insurance to bargaining unit employees regularly scheduled to work 4.5 or more hours per day in the same amounts, in the same form, to the same extent, and through the same carrier as it provides dental insurance coverage to the District's professional staff pursuant to its agreement with the Fallsburg Teachers Association expiring June 30, 1992 and any successor agreement.

**ARTICLE 14**  
**RETIREMENT**

- A. Bargaining unit employees may become members of the New York State Retirement System.
- B. The retirement plan for the members of the Fallsburg Central School District who belong to the New York State Retirement System shall be that plan known as the 75I Plan.
- C. Two thousand five hundred dollars (\$2,500.00) shall be added to the compensation of any employee with ten (10) consecutive years of service to the District, who retires with eligibility for immediate benefits under the rules of the New York State Employees Retirement System and gives notice thereof prior to May 31<sup>st</sup> of the school year. This amount is not available in addition to any similar amount included in the District-offered retirement incentive package.
- D. Bargaining unit employees shall be covered by those provisions of the New York State Retirement and Social Security Law known as the 41J and 60B plans.

**ARTICLE 15**  
**UNIFORM ALLOWANCE AND FLOOR MATS**

- A. Each employee will be provided annually with the following uniforms at no cost to the employee:
  - 1) 5 pants
  - 2) 5 tops

- B. The District shall provide cushioned floor mats for bargaining members.
- C. The District shall provide a work shoe allowance of \$200 per year for each employee.

**ARTICLE 16**  
**WAGES**

The wage for bargaining unit work shall be:

2012 - 2013	\$17.56
2013 - 2014	\$18.35
2014 - 2015	\$19.18
2015 - 2016	\$20.04
2016 - 2017	\$20.94

The above wage increase represents a four and one-half (4.5%) percent increase in each of the five years of the contract.

Employees who have completed five (5) years' service in the District shall be paid \$.75 per hour more than the foregoing wage rates. Employees who have completed ten (10) years' service in the District shall be paid \$2.25 per hour more than the foregoing wage rates. Employees who have completed fifteen (15) years' service in the District shall be paid \$3.50 per hour more than the foregoing wage rates.

Employees who have completed twenty (20) years' service in the District shall be paid \$4.50 more than the foregoing wage rates. Employees who have completed twenty-five (25) years' service in the District shall be paid \$5.50 more than the foregoing wage rates. Employees who have completed thirty (30) years' service in the District shall be paid \$6.50 more than the foregoing wage rates;

Notwithstanding the foregoing, employees shall be paid a "hire rate" during the first school year in which they are employed by the District; the "hire rate" shall be:

July 1, 2012:	\$12.30
July 1, 2013:	\$12.85
July 1, 2014:	\$13.43
July 1, 2015:	\$14.03
July 1, 2016:	\$14.66



Bargaining unit employees shall have the option of pro-rating wages over 26 pay periods. (Lump sum in June, same as teachers.)

**ARTICLE 17**  
**DUE PROCESS HEARING PROCEDURE**

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York State Civil Service Law) or judicially imposed mandate, the Employer is required to hold a Due Process Hearing, the procedure utilized by the Employer shall be as follows:

- A. The Employer and Union will mutually appoint an Arbitrator who shall have the authority to receive testimony and evidence, issue subpoenas and issue an Opinion and Award. If the parties are not able to agree on an Arbitrator, PERB will be contacted and, in all cases, the rules of PERB shall apply.
- B. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrators.
- C. Labor/Management Committee

A Labor-Management Committee shall be established for the purpose of reviewing matters of mutual concern, including health and safety issues, to the parties, and will meet at the written request of either party. It shall consist of no more than three (3) representatives of the Union and the District. The Committee shall have no binding powers on the parties hereto. However, recommendations jointly submitted to the District will be duly considered for possible implementation, only if such is needed.

**ARTICLE 18**  
**DISABILITY INSURANCE**

When and if it becomes legally permissible to do so, the District agrees to provide New York State Disability Insurance at a cost to the District not to exceed \$ 1.00 per week, per member. The District agrees to continue offering a disability plan similar to the New York State Disability to cover a portion of the employee's salary in the event of an injury. The District's liability, pursuant to this paragraph, is limited to \$1.00 per week per covered employee.

**ARTICLE 19**  
**LEGISLATIVE APPROVAL**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.**

**FALLSBURG CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_ 9/20/2013  
Dr. Ivan Katz, Superintendent of Schools                      Date

**CIVIL SERVICE EMPLOYEES ASSOCIATION**  
**Sullivan County Local 853**  
**Fallsburg Central School District Cafeteria Employees Unit**

By: \_\_\_\_\_ 9/19/2013  
Patricia McKenzie, President                      Date

**CIVIL SERVICE EMPLOYEES ASSOCIATION**

By: \_\_\_\_\_ 9/19/2013  
Labor Relations Specialist                      Date