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Amherst Central School District And
Amherst Cook-Managers Assn

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AGREEMENT

Between

Amherst Central School District

and

Amherst Cook-Managers Association

July 1, 1998 - June 30, 2002

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

4

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ARTICLE 1.0 - PREAMBLE

This agreement is made July 1, 1998, by and between the Amherst Central School District (herein referred to as the District) and the Amherst Central School Cook-Managers Association (herein referred to as the Association).

1.1 Goal

The District and Association recognize their mutual responsibility to work together to provide food services which will provide well-balanced meals served in a healthful environment, and to encourage harmonious relationships between the schools and the community.

ARTICLE 2.0 - RECOGNITION

The Amherst Central School Cook-Managers Association is hereby recognized as the official negotiating agent for all school lunch personnel in the following classification: Cook-Managers and any new school lunch job titles established by the District during the term of this agreement.

ARTICLE 3.0 - AREAS FOR DISCUSSION AND AGREEMENT

3.1 Collective Negotiations

The District and the Association agree to enter into collective negotiations in accordance with the procedures set forth herein, in a good faith effort to reach mutual understanding and agreement regarding matters related to salaries, hours and other terms and conditions of employment.

3.2 Civil Service Law

The District and the Association recognize that it must operate in accordance within the statutory provisions of the Civil Service Law and such other rules and regulations as are promulgated by the Civil Service Commission in accordance with such statutes.

3.3 Non-Discrimination

The provision of this Agreement will be applied to all employees in the bargaining unit without regard to any employee's Association membership or participation in lawful Association activity.

Neither the District nor the Association will discriminate against any employee because of race, color, creed, national origin, sex, age, marital status, or disability as provided by law.

ARTICLE 4.0 - NEGOTIATION PROCEDURE

4.1 Negotiating Teams

Designated representatives of the District will meet with representatives designated by the Association for the purpose of negotiating and reaching mutually-satisfactory agreements. It is agreed that each team will not exceed four (4) members.

4.2 Opening Negotiations

Upon the request of either party for a meeting to open negotiations, a mutually-acceptable meeting date shall be set within thirty (30) days following such request.

4.3 Negotiation Practices

Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, such additional meetings shall be held as the parties may require to reach an understanding. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular working day, except by mutual agreement.

4.4 Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue under consideration. The parties also agree that prior to reaching an agreement, the proceedings of the negotiations shall not be released unless such issuance has the prior approval of both parties.

4.5 Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be submitted to the Association and the Board for approval.

4.6 Resolving Differences

Either party may request the Public Employment Relations Board to assist them if they have failed to reach agreement and are thus at impasse. Such request for assistance shall not be submitted until after notification to the other party in writing. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

ARTICLE 5.0 - SALARIES

5.1 Salary Payments

The salary schedules in Addendum A shall be effective during the life of this Agreement and shall form the basis for future agreements.

5.1.1 Annual Salary for Payroll Purposes

Cook-Managers hourly rates will be translated into an annual salary. They will be paid in 21 bi-weekly payments unless a Cook Manager chooses to take advantage of the District's optional deferred payment plan (payments prorated over 26 weeks and lump sum payment for pay 22-26 in June).

5.2 Restricted Increments

Restricted increments shall be paid only after an evaluation and recommendation by the School Lunch Manager. They shall be paid as a part of the bi-weekly salary payments.

5.2.1 Upon achieving a successful evaluation, Cook-Managers will be granted a Restricted Increment of \$200 (\$250 effective July 1, 2001-June 30, 2002) at the end of the 10th, 15th, 20th, and 25th year of service in the Food Service Program of the District. These restricted increments, when granted, shall be paid from July 1 of the fiscal year in which the employee qualifies.

5.3 Holidays

The following shall be paid holidays:

- Columbus Day
- Veterans Day
- Martin Luther King, Jr. Day
- Patriots' Day
- Memorial Day

6.0 WAGES AND HOURS

6.1 Workweek, Workday

6.1.1 Workweek

The workweek is defined as the seven day period beginning on Sunday at 12:01 a.m. and ending on Saturday at midnight.

6.1.2 Hours of Work

All Cook-Managers will work those hours regularly assigned by the School Lunch Manager. These regular hours include both breakfast and lunch programs. Personnel are entitled to an unpaid noon-day meal period of at least 30 minutes as required under Section 162 of the New York State Labor Law.

6.2 Additional Work Assignment

Cook-Managers requested by the School Lunch Manager to work beyond the regularly-scheduled work day/work year shall be paid at a rate of one and one-half (1.5) times their regular rate with prior approval of the School Lunch Manager.

6.3 Teacher Inservice Day Assignment

Cook-Managers requested by the School Lunch Manager to work Teacher Inservice days (excluding the opening day of school) shall be paid one and one-half (1.5) times their regular rate.

6.4 Extra Pay and Workshops

Inservice required for job performance improvement, such as mandated regulations and managers' meetings, shall be paid at the regular hourly rate.

Points may be earned through attendance at the Erie County Food Services Association or State Education Department seminars. The School Lunch Manager will approve attendance at such seminars and payment will be made as follows: \$50 for each block of 8 points earned, up to a maximum \$100 reimbursement per employee per year. Number of points to be received per seminar will be determined by the Erie County Food Services Association for their seminars and by the School Lunch Manager for seminars through the State Education Department. Number of points assigned will be determined by the length of the seminar and the day the seminar is to be held

ARTICLE 7.0 - LEAVE POLICY

7.1 All Employees

The District Absence/Leave Application Form shall be used for all requests for leave (Addendum C).

7.1.1. Health Leave

Regularly employed Cook-Managers shall be granted a maximum of ten (10) days health leave per year. Health leave will be credited up to a maximum of ten (10) days as of the first workday of the school year. Persons hired after the first workday shall have health leave prorated on the basis of months worked. The employee will be credited for a month if (s)he works half or more of the workdays in the month.. The unused portion of such health leave may be accumulated to a maximum of two hundred (200) days. After an absence of five (5) or more consecutive workdays, an employee may be required to furnish a statement from a physician to the effect that the illness or disability prevented the employee from performing his/her duties.

7.1.2 Personal Leave

Regularly-employed Cook-Managers shall be granted a maximum of three (3) days personal leave per year. Personal business is defined as any essential business which cannot be conducted after school, on weekends, or during vacation periods, or is defined as an emergency over which an employee has no control and which requires his/her immediate attention. Notification, in writing, on the District form (see Article 7.1), shall be given by the employee as far in advance as possible.

7.1.3 Leave for Death in Immediate Family

Leave shall be granted for up to three (3) consecutive working days for a death in the "immediate family," without loss of pay. "Immediate family" shall include spouse, child, father, mother, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparent, or stepchild.

7.1.4 Court Leave

Cook-Managers shall be entitled to leave without the loss of pay for Jury Service. This provision shall also apply to summons or subpoenas as a witness in a court action in which the employee is not a party.

ARTICLE 8.0 - INSURANCE

8.1 Group Health Plan

The annual dollar amount that the District will provide towards medical insurance is 200% of the annual Family Independent Health premiums. If the District's portion of the annual premiums for all applicants exceeds this figure, the excess will be divided equally among the number of employees enrolled.

8.1.1 Blue Cross/Blue Shield Insurance

Employees who elect to participate in the Blue Cross/Blue Shield Group Insurance Program or designated District primary health insurance plan, may do so with 95% of the premium (if not exceeding cap established above) being paid by the District.

The plan will be the individual or family Blue Cross/Blue Shield Standard 42/43, Select 60/6i) with \$5.00 Co-pay Prescription Rider (without contraceptive coverage).

8.1.2 Major Medical Insurance

The District shall pay 95% of the premium (if not exceeding cap established above) required to obtain and maintain in effect Major Medical coverage for all employees with Blue Cross/Blue Shield coverage. This coverage will be the \$100.00 deductible, unlimited, District plan.

8.1.3 Health Maintenance Organization (HMO) Insurance

Health Maintenance Organization (HMO) coverage will be made available to all eligible employees. This District will contribute 95% of the premium (if not exceeding cap established above).

8.2 Group Dental and Vision Insurance

Dental and vision insurance is offered to eligible members with 100% of the premium to be paid by the employee.

8.3 Group Life Insurance

All regular employees will be covered by Group Life and Accidental Death and Dismemberment Insurance in the amount of \$15,000 fully paid by the District.

8.4 General

All employees desiring medical coverage must file a certificate provided by the Payroll Department listing all group health insurance by which the employee is covered, and include the type of coverage, name of carrier and, if applicable, the name of the employer who sponsors or supplies such group health insurance. The above information must be filed annually by July 1.

8.4.1 Duplicate Coverage

No overlapping types of insurance will be permitted. This includes family medical, Health Maintenance Organization (HMO), dental, or vision insurance available through the employment of the spouse of the Amherst employee covered by this Agreement. The employee must choose between coverage provided under this contract and the coverage available through a spouse. The intent is for only one employer to be charged for any part of one family's medical insurance(s). The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan.

8.4.2 Contract Year

The contract year for hospitalization/medical, dental, and vision coverage shall be September 1 through August 31.

8.4.3 Change of Status

A change in marital, dependent, and/or employment status, resulting in a requested change in insurance coverage will be a permitted exception to the time considerations given above.

ARTICLE 9.0 - GENERAL CONDITIONS OF EMPLOYMENT

9.1 Accidents and Injuries

Cook-managers are covered by the Board of Education under Workers Compensation Insurance. Any accident or injury suffered by such employee on the job or on school business outside the confines of the building in which they are regularly employed must be reported immediately in the manner prescribed in ADDENDUM B of this contract. Should these procedures be violated, the Board of Education is herewith not held liable for any monetary liability not covered by the Workers Compensation Insurance carried by the District.

9.2 Snow Days

On "snow days" or other "emergency days" designated by the Superintendent of Schools or designee, Cook-Managers will remain at home and receive full pay for that day up to a maximum of five (5) days.

Cook-Managers called in by the School Lunch Manager to work on such days shall receive their regular pay plus one and one-half (1.5) times their regular rate for the hours worked. If school is canceled after the Cook Manager reports to work at the request of the School Lunch Manager, the Cook Manager shall receive pay for that day plus the larger of the hours worked or one hour's pay.

9.3 Tenure and Job Protection

The School District will provide tenure and job protection to all employees covered by this agreement as presently guaranteed under the applicable sections of the New York State Civil Service Law.

9.4 Vacancies

For purpose of this Section, a "vacancy" shall refer to vacancies in positions regularly classified as twenty (20) hours or more, which are affirmed by the District to be ones of continuing need, but shall not be deemed to include vacancies caused by health leave, personal leave, child care leave, or any other leave of absence of two (2) years or less.

Vacancies shall be posted internally for three (3) workdays, allowing current employees the opportunity to make written application to the Personnel Administrator. Vacancies not filled internally shall be advertised outside.

During the summer months or other extended periods when school is not in session, the vacancy announcement will be mailed to the President of the Association.

9.5 Resignations

Letters of resignation must be submitted through the School Lunch Manager to the Personnel Administrator. Such letters should be submitted at least thirty (30) days prior to the anticipated termination date of employment.

9.6 Additional Time

When a Cook-Manager is absent, and such absenteeism mandates, additional time to assist with operations will be offered to other employees of the building whenever possible. If volunteers are not available, the School Lunch Manager may assign the additional time as required to other employees of the building at their normal rate of pay.

9.7 Substitutes

When a regular employee is absent, the District School Lunch Manager and/or the Cook-Manager will make every reasonable effort to obtain a substitute at the earliest possible time.

In the event that a substitute cannot be obtained, the District School Lunch Manager shall make every effort to see that the work schedule is modified to ease the workload for that day, including the possibility of allowing additional hours to be worked in that building. Modification of the work schedule will include allowing the Cook-Manager to report one hour additional paid time.

9.8 Workshops

School District sponsored workshops will be attended by all Cook-Managers and, where participation is requested by the School Lunch Manager, such participation shall not be unreasonably refused.

9.9 Notice of Continuing Employment

The letter notifying an employee of continuing employment following the summer vacation recess shall be provided no later than June 30 of the fiscal year. It shall specify job, pay scale, and estimated minimum working hours per day for the following school year.

9.10 Uniforms

The District will purchase uniforms annually for all employees, contributing \$100 per employee. The District will inform the Association by August 1st of each year of the store where uniforms will be purchased and the method of paying for any amount in excess of \$100. In reviewing the vendor for uniforms, the District will take into consideration both the quality of the uniforms and a favorable price or discount.

9.11 Retirement

The District must be notified in writing no later than April 1 that retirement is planned effective July 1. The employee must be at least 55 years of age and have completed 15 years of service in the District to be eligible for this retirement benefit.

The District agrees to award the following amounts upon the retirement of the employee:

- 50% per diem up to 100 unused health leave days at the employee's per diem rate at the time of retirement.
- 75% per diem for days 101 through 150 of unused health leave days at the employee's per diem rate at the time of retirement.
- 100% per diem for days 151 through 200 of unused health leave days at the employee's per diem rate at the time of retirement.

Any District retirement incentive offered to and accepted by a Cook Manager during the life of this agreement shall be in writing and placed on file with the District's benefits administrator.

ARTICLE 10.0 - GRIEVANCES

10.1 Definition of a Grievance

For the purpose of this section, a grievance shall mean any claimed violation, misinterpretation, or unlawful application of any of the provisions of this contract. If the question in any way is construed not to be covered by the contract language by either party, no grievance may be filed.

10.2 Grievance Procedures

10.2.1 Step 1

The employee with a grievance under the terms of the contract shall, within five (5) working days, discuss the matter with their immediate supervisor.

10.2.2 Step 2

If the grievance is not thus informally resolved within five (5) working days, the employee shall reduce the grievance to writing and submit the same to the School Lunch Manager within five (5) working days after the initial time period noted above.

10.2.3 Step 3

When a grievance is not resolved at Steps 1 or 2, the employee may submit the written grievance to the Superintendent or designee within five (5) working days after receipt of the Step 2 answer. The Superintendent must reply within ten (10) working days and a decision must be issued, in writing, within twenty (20) working days after submission under Step 3.

10.2.4 Step 4

If the grievance is not resolved in Steps 1 through 3, the employee may request, in writing, a review of the matter by an Administrative Review Panel. Such request must be submitted within five (5) working days after Step 3, and said panel must reply within fifteen (15) working days after the receipt of the grievance. The panel will be comprised of three (3) members of the Board of Education and the Superintendent of the Amherst Central School District. In the event that the Cook-Manager fails to accept the decision of the Administrative Review Panel on the grievance, the employee shall be free to pursue any remedy available under the law.

ARTICLE 11.0 - TOTALITY OF AGREEMENT

This contract incorporates the entire understanding of both parties on all issues which have been discussed during the negotiations. Therefore, both parties agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this contract, except by mutual agreement, in writing, of the parties to this contract.

ARTICLE 12.0 - NO STRIKE PLEDGE

The Association and the District recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. They agree that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association therefore agrees that no employee shall engage in a strike against the District, and the Association shall not cause, instigate, encourage, or condone a strike against the District.

ARTICLE 13.0 - DURATION

This agreement shall be effective July 1, 1998, and expire June 30, 2002. If the new agreement has not been negotiated and approved by the expiration date above, all the terms of this agreement shall be automatically extended until a new agreement is approved by the Association and the District, but such extension shall not exceed one (1) year.

ARTICLE 14.0 - IMPLEMENTATION AND AMENDMENT

This negotiated agreement shall become effective upon its approval by a majority of the Association members and a majority of the individual Board members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

In witness whereof the parties have hereunto set their hands and seals.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Jerris Ford

Karen L Brown

Dated: 11/7/98

ADDENDUM A

COOK-MANAGERS Salary Schedule

1998-2002

	HIRED PRIOR TO 7/1/97 AS COOK MGR	HIRED AFTER 7/1/97 AS COOK MGR
1998-1999	\$13.35	\$10.25
1999-2000	\$13.75	\$11.00
2000-2001	\$14.17	\$11.75
2001-2002	\$14.46	\$12.10

Restricted Increments

Restricted increment of \$200 as per section 5.2;
For period July 1, 2001 - June 30, 2002, restricted
increment is increased to \$250.

ADDENDUM B

Accident Reporting Procedures

1. Any injury or accident must be reported to the School Lunch Manager immediately.
2. Report to the School Nurse (mandatory).
3. The School Nurse will fill out the accident or injury report, one (1) copy of which must be returned to the School Lunch Manager.

ADDENDUM C

AMHERST CENTRAL SCHOOL DISTRICT

Request for Leave

School Lunch Personnel

Each employee, when taking leave as provided under this contract, shall submit this request to the District School Lunch Manager. Whenever possible, this form shall be submitted in advance and in other cases immediately upon return from such leave.

Effective Date of Leave _____

Reason: _____

Date

Employee's Signature

I recommend approval:

I do not recommend approval:

Date:

Supervisor's Signature

Approved:

Date

District School Lunch Manager

THIS INFORMATION IS CONFIDENTIAL AND WILL BE FILED IN EMPLOYEE'S PERSONNEL FILE.