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Contract Database Metadata Elements

Title: **Kendall Central School District and Kendall Cafeteria Employees Association (2001)**

Employer Name: **Kendall Central School District**

Union: **Kendall Cafeteria Employees Association**

Local:

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5399_06302004

Kendall Central School District And
Kendall Cafeteria Employees Assn

Kendall Central School
Kendall, New York 14476

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AGREEMENT

Between the

KENDALL CENTRAL SUPERINTENDENT OF SCHOOLS

And the

KENDALL CAFETERIA EMPLOYEES ASSOCIATION

for

July 1, 2001 - June 30, 2004

I. SICK LEAVE

Paid sick leave shall be provided at the rate of one (1) day per year for each previous year worked in the cafeteria with an unlimited accumulation of unused sick leave days.

II. FAMILY ILLNESS LEAVE

- A. Employees shall be provided paid family illness leave for the immediate family which is serious enough to require the unit members' presence.
- B. Family Illness Leave shall be deducted from the unit member's current sick leave.

III. PERSONAL LEAVE

Paid personal leave shall be provided at the rate of three (3) days per year. Unused personal leave in any year shall accumulate to the next year up to a maximum of four (4) days with any days in excess of four (4) days converted to accumulative sick leave.

IV. EMERGENCY CLOSING LEAVE

Paid emergency closing leave shall be provided at the rate of three (3) days per year. There shall be no accumulation of unused emergency closing leave.

V. BEREAVEMENT LEAVE

Unit members shall be provided up to five (5) paid days of non-accumulative bereavement leave for each occurrence of death of a person in close familial relationship to the employee.

VI. SALARY

- A. For the 2001-2002 school year, each employee's per hour salary shall be increased by 5.0%.
- B. For the 2002-2003 school year, each employee's per hour salary shall be increased by 5.0%.
- C. For the 2003-2004 school year, each employee's per hour salary shall be increased by 5.0%.

No employee shall earn less than the Federal minimum wage which is in effect. Upon the minimum wage adjustment the pay scale will be adjusted proportionately.

- E. During absences of the head cook, the assistant cook shall receive an additional \$1.00 per hour.

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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VII. ADDITIONAL WORK

If an employee is required to work additional hours for any activities except those related to the regular student lunch program, the employee shall be paid at a rate one and one-half (1 1/2) times the employee's regular hourly salary.

VIII. HEALTH INSURANCE

- A. The District's Health Insurance Program shall be made available to all regular employees. Employees who regularly work 6 hours per day shall be eligible for the maximum co-pay whereas employees who regularly work less than 6 hours per day shall have their co-pay adjusted proportionately.
- B. The District shall pay 80%, and the employees shall pay 20%, of the premium costs of the District's Health Insurance Program for only those regular employees who are not covered, or are not eligible to be covered, by any other non-District health insurance program whether of greater, equivalent or lesser benefits and/or premium costs.
- C. If any regular employee who is not participating in the District's Health Insurance Program loses coverage, or loses eligibility to be covered, by any other non-District health insurance program and if that regular employee wishes to become covered by the District's Health Insurance Program, then the regular employee shall notify the District in writing so that participation in the District's Health Insurance Programs may commence within forty-five (45) days after the written notice is made.
- D. If any regular employee who is participating in the District's Health Insurance Program becomes covered, or becomes eligible to be covered, by any other non-District health insurance program whether of greater, equivalent or lesser benefits and/or premium costs, then that regular employee shall notify the District in writing within thirty (30) days of such coverage or eligibility for coverage, and the District's share of the premium shall be terminated at the end of the month in which the notice was made.
- E. If the non-District health insurance program available to regular employees also includes a similar requirement to participate in the District's Health Insurance Program, then the choice between these two of health insurance plans shall be determined by selecting the one where this written contractual requirement is less senior. If both the District and non-District contractual requirements became effective on the same date, then the choice between these two of health insurance plans shall be determined by a lottery drawing conducted by authorized representatives from each employer.

IX. OTHER BENEFITS

- A. Employees who work 16 or more consecutive years shall receive a one-time, lump sum payment of \$550 upon retirement as a cafeteria worker.
- B. Plans Section 75i and Section 41-j of the New York State Employees Retirement System shall be made available to all cafeteria workers.
- C. A clothing allowance of \$100.00 per year for each cafeteria worker who is required to dress in uniform clothing wear.

X. SUBSTITUTES

This Agreement specifically excludes all substitute cafeteria employees.

XI.

GRIEVANCE PROCEDURE

- A. DEFINITION: A grievance is a claim by an employee or group of employees that there has been a violation, misinterpretation, or inequitable application of a provision of this agreement.
- B. FIRST STAGE: The employee orally and informally confers with the employee's head cook to seek acceptable resolution of the grievance within forty-five (45) school days after the act or conditions causing the grievance occurred.
- C. SECOND STAGE: If the grievant is not satisfied with the response from the First Stage, within five (5) school days after receiving the response from the First Stage, the employee may file an appeal in writing with the Superintendent. Within five (5) school days after receipt of the appeal, the Superintendent shall hold a meeting with the employee and the head cook regarding this grievance. The Superintendent shall render a decision in writing to the employee within five school days after the conclusion of this meeting.
- D. THIRD STAGE: If the grievant is not satisfied with the decision at the second Stage, the employee may file an appeal in writing with the Board of Education within ten (10) days after receiving the Second Stage decision. The Board shall consider the grievance at the next regularly scheduled Board meeting and within ten (10) days after the conclusion of the meeting, render a decision in writing. The decision of the Board of Education shall be final and binding.

XII. SCHOOL DISTRICT RIGHT

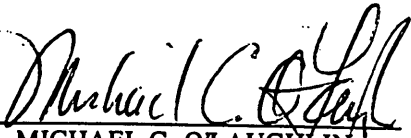
- A. The Kendall Cafeteria Employees Association recognizes that the Kendall Central School District retains the sole right and exclusive authority to manage the business of the District including but not limited to the following:
1. to plan, direct and control its operations;
 2. to determine the types of business and service operations to be conducted and rendered;
 3. to determine the location, design, size, and number of its business and service operations;
 4. to decide the control of the buildings, property, equipment, materials, parts, tools, and machinery to be used or supplied in the operation of its business or services;
 5. to consolidate programs and services;
 6. to establish business procedures and requirements;
 7. to implement new, different, or improved methods;
 8. to decide the business hours of its operations;
 9. to determine the qualifications, duties, and numbers of employees;
 10. to increase or reduce the number of employees;
 11. to determine the work assignments, work schedules, number of work hours, overtime and starting-ending times for employees;
 12. to hire, assign, transfer, promote, and lay-off employees;
 13. to discipline, suspend with or without pay, and to discharge employees;
 14. to maintain the efficiency and effectiveness of employees;
 15. to evaluate employees including the form and method;
 16. to supervise and determine reasonable standards of performance for employees;
 17. to make reasonable rules and regulations pertaining to employees; and
 18. to determine whether or not, how, when, with whom, and all other terms and conditions to contract or subcontract part and/or all of the District's cafeteria services.

- B. The above rights and authority of the District are not all inclusive but indicate the type of rights and authority which belong to and continue as inherent to the District. It is expressly understood and agreed by the Kendall Cafeteria Employees Association that all rights, powers, prerogatives, and authority which the Kendall Central School District had prior to the effective date of this Agreement are retained by the District except where specifically modified by this Agreement.
- C. It is agreed by the Kendall Cafeteria Employees Association that the final decisions made by the Kendall School District on any or all of its School District Rights as specified or implied in this section of this Agreement shall not be subject to the Grievance Procedure of this Agreement.

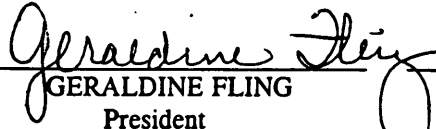
XIII.

DURATION

The provisions of this Agreement shall become effective as of July 1, 2001 and shall continue in full force and effect through and including June 30, 2004.


MICHAEL C. O'LAUGHLIN
Superintendent
Kendall Central School

6/14/01
DATE


GERALDINE FLING
President
Kendall Cafeteria Employees' Association

6/14/01
DATE