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**Contract Database Metadata Elements**

Title: **Brocton Central School District and Food Services Helpers Association, Inc., Brocton Central School District Cafeteria Negotiating Unit (2002)**

Employer Name: **Brocton Central School District**

Union: **Food Services Helpers Association, Inc., Brocton Central School District Cafeteria Negotiating Unit**

Local:

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

Expiration Date: **06/30/05**

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**BROCTON CENTRAL SCHOOL DISTRICT  
138 WEST MAIN STREET  
BROCTON, NY 14716**

**NEGOTIATED AGREEMENT**

for

2002-2005

between

**SUPERINTENDENT**

**THE BROCTON CENTRAL SCHOOL BOARD OF EDUCATION**

and

**THE FOOD SERVICE HELPERS ASSOCIATION, INC.  
BROCTON CENTRAL SCHOOL DISTRICT UNIT**

**RECEIVED**

MAR 11 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

CONFIDENTIAL

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**This agreement made the fourth day of April, 2003, by and between the Superintendent and Food Service Helpers Association, duly recognized exclusive bargaining agent of the Cafeteria Negotiating Unit employees of the Broomfield Central School District.**

### **1. OPENING NEGOTIATIONS**

The party wishing to initiate negotiations shall present the other party detailed specific proposals for changes desired in the negotiated agreement by April 1st of the year in which this agreement, or any part of this agreement, expires. The other party will respond in writing to such proposed changes and will submit its own proposed changes not later than April 22nd of that same year.

### **2. COMPLIANCE WITH TAYLOR LAW**

The parties hereby agree to comply with Article 14 of the New York State Civil Service Law known as the Public Employees' Fair Employment Act and as it may be amended from time to time.

### **3. SALARY AND WAGES**

Salaries and wages to be paid to members of the Cafeteria Negotiating Unit will be set forth in Schedule "A" attached hereto and made a part hereof the 2002-2003 and 2003-2004. During the third year of the contract, the 2004-05 school year, the contract will be opened for the sole purpose of salary for that year. The Board has the right to set salaries for all new employees (hired after 7/1/95) save those who have were hired prior to 7/1/95 and promoted to full time employees during the life of this contract. If a cafeteria employee is promoted to the position of cook, she/he will receive the appropriate cook's pay at the same level she held before the promotion.

### **4. HEALTH INSURANCE**

For employees hired (before 7/1/95) for six (6) hours per day, the district shall pay 85% of the total premiums for family coverage or 90% for individual coverage. A dental plan and prescription rider shall be a part of the health insurance coverage. A vision plan, equivalent to COBRA, will also be included.

**Effective July 1, 2002, and thereafter, the drug co-pay plan will be five dollars (\$5.00) for generic drugs/ten dollars (\$10.00) for brand-name drugs prescription co-pay rider without rollback.**

This insurance coverage will be extended to cover employees who are presently working less than six (6) hours (prior to 7/1/95) if their work hours are increased to six (6) or more hours during the life of this contract.

For employees hired (after 7/1/95) for six (6) hours per day, the district shall pay 80% of the total premiums for family coverage or 85% for individual coverage. A dental plan and prescription rider shall be a part of the health insurance coverage. A vision plan, equivalent to COBRA, will also be included.

**Effective July 1, 2002, and thereafter, the drug co-pay plan will be five dollars (\$5.00) for generic drugs/ten dollars (\$10.00) for brand-name drugs prescription co-pay rider without rollback.**

The district shall also pay premiums for a \$10,000 Group Life Insurance policy for each covered employee.

The District shall provide for food service employees to fund their health insurance premium contribution through an IRS 125 Plan to be effective within 120 days of the ratification of this agreement

### **5. SICK LEAVE AND BUSINESS DAYS**

The school shall allow each member of the Cafeteria Negotiating Unit employed by the school, sick leave without loss of salary one (1) day per month recorded on the first day of each month, in any school year on account of personal sickness or physical disability of the member or a member of the

immediate family provided further, that if any employee does not use the full amount of sick leave allowed in any school year (10) the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than 160 days. A doctor's excuse shall be required after five (5) consecutive sick days. The employer shall provide each cafeteria employee with a statement of all accumulated sick leave days each year.

Three (3) days of bereavement leave not deducted from sick leave, shall be allowed for death in the immediate family. "Immediate family" includes: spouse, parent, child. One (1) day of bereavement leave shall be allowed for death of other family. "Other family" includes: brother, sister, in-law of the same category, grandparents, people for whom the individual is legally responsible.

In addition, thereto, the school grants to each employee the right to use annually three (3) Business/Personal Leave Days. Any employee desiring Business/Personal Leave Days will make application in writing to the Superintendent. If application is made forty-eight (48) hours (2 school days) or more prior to the desired Business/Personal Leave Day(s) no reason need be given. Business/Personal Leave Days are not to be used as an extension of a Holiday unless unusual circumstances arise. Final approval of Business/Personal Leave Days is the prerogative of the Chief School Officer. Unused Business/Personal Leave Days shall be added to accumulated sick leave at the end of the school year, June 30.

Request for unpaid leaves of absence shall be submitted to the Superintendent for recommendation to the Board of Education. The Board of Education shall make the final determination in granting a leave. The Board's decision is final.

#### **5a. MEDICAL LEAVE**

Subject to Board approval, any employee covered by this contract may request an unpaid leave for personal medical leave or immediate family medical leave for up to one year. Such employee will provide, in writing, notice of his/her return ten (10) working days prior to date of return. Failure to provide such notice will be interpreted as a resignation.

#### **6. RETIREMENT BENEFITS**

The school shall provide and make payments pursuant to Section 751 of the Retirement and Social Security Law of the State of New York known commonly as the Noncontributory "20 Year Career" Plan for employees at the appropriate Tier.

A cafeteria employee (employed prior to 7/1/95) who retires from the Brocton Central School shall receive a day's pay times 1/4 of the total accumulated sick days as of June 30 to a maximum of forty (40) days.

A cafeteria employee (hired after 7/1/95) who retires from the Brocton Central School shall be ineligible for an early retirement incentive.

#### **7. PERMANENT STATUS AND SENIORITY**

A. After completion of six (6) months of satisfactory probationary service, each cafeteria employee shall have seniority and permanent status under Section 75 of the Civil Service Law.

B. Seniority shall be defined as length of continuous service within a department. For lay off purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority within the department or departments where the aforementioned reductions occur, shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority on his current title, the laid off employee shall exercise his seniority to displace an employee with lesser seniority than he on lesser job titles, provided the employee has seniority of the lesser title. Recalls shall be in the inverse order of lay off. In departments which do not rotate shifts, shift preference shall be decided by seniority.

C. If an employee transfers from one job classification to another he shall retain and continue to accumulate seniority in the job classification from which transferred.

D. As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is :1) on leave of absence; 2) on lay off; 3) absent from, and unable to perform the duties of, his position by reason of disability resulting from an occupational injury or disease; 4) such other periods of service, if any , as the Civil Service Law requires to be treated as part of the employee's continuous service.

E. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one of the following occurs: He resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him); he is discharged; he retires; he refuses a recall.

F. If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be , by the appointing or hiring official.

### 8. HOLIDAYS

All members of the cafeteria staff shall be given the following paid holidays: New Year's Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Columbus Day, Veteran's Day, the day before Thanksgiving Day if school is not in session, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, December 31, Washington's Birthday and Martin Luther King's Birthday. 15

In the event a holiday fall s on a Saturday, the members shall be granted Friday off with pay or if the holiday falls on a Sunday, the members shall be granted Monday off with pay, except when school is in session the employer shall give a mutually acceptable compensatory day.

If two holidays fall on the same day, the affected employee will be given a compensatory day mutually agreed upon.

### 9. WORK PERIODS AND TIME

A. The work week shall consist of twenty-five (25) hours or more per week for full time employees. Working hours shall not include an allowance for taking meals by an employee. Overtime at time and one-half after forty (40) hours and shall not include sick days or paid holidays. No overtime will be granted unless prior approval has been given by supervisor.

It is agreed that uniforms are desired for the cafeteria staff and that the cost of such uniforms be borne by the staff.

Regular part-time employees who work less than five (5) hours per day will be granted a sick day pay if sick leave has been earned at the same hours worked per day.

The above periods of work are subject to provisions of this agreement relating to vacations, sick leave, business leave days and holidays.

B. Snow Day: All employees within the bargaining unit shall receive "snow days" or " bad weather " days off with pay when school is closed for these reasons.

When "snow days" or " bad weather " days are used and termed "vacation" days, employees shall receive the day off with pay when school is closed for these reasons.

~~C. In-service Days/Staff Development Days: The Food Service Helpers Association will be paid for all in-service/staff development days with the exception of two full in-service/staff development days per year. On those two non-paid days, no Food Service Helpers Association employees will work. The remaining in-service/staff development days that are paid will require all Food Service Helpers Association employees to work but only when the cafeteria is serving teachers.~~

## **10. JOB OPENINGS**

If any opening occurs within the cafeteria staff, all present cafeteria employees shall be given the first opportunity to apply for the position before such opening is publicly advertised. Seniority will be one of the determining qualifications in filling the position. All current (as of June 1998) six (6) hour positions (with insurance benefits) are to remain six (6) hour positions (such positions can be divided between breakfast and lunch hours).

## **11. WORKMEN'S COMPENSATION**

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The Board of Education provides Workmen's Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the Brocton Central School District should file an accident report with the Board of Education within three (3) days. Proper forms are available in the Business Office.

When the Board of Education is reimbursed by the Workmen's Compensation Insurance carrier for remunerating employees under the sick leave policy in the contract, the employee shall have the option of receiving the compensation money in lieu of sick leave or returning the money to the School District and having the employee's sick days restored. This credit for sick leave will be computed to the nearest hour by dividing the reimbursement received from the Workmen's Compensation Insurance carrier by the employee's hourly rate of compensation.

## **12. GRIEVANCE**

A "grievance" is a tenable claim that a specific provision of this agreement has been violated.

## **13. GRIEVANCE PROCEDURE**

### **Step 1**

Any party having an alleged grievance shall state this grievance in writing and deliver the same to the cook-manager of the school. The cook-manager shall schedule a conference between the person having the alleged grievance, the superintendent and himself and these parties shall in good faith attempt to resolve the grievance. Said grievance must be filed in writing with the superintendent within twenty (20) days of the date of the occurrence of the alleged grievance.

### **Step 2**

In the event the grievance cannot be resolved by the superintendent, the cook-manager and the party having the alleged grievance, the parties shall certify in writing the grievance to the Board of Education. The certification should set forth any reasons that any party may wish to give to sustain his position. The superintendent, cook-manager and the person having the alleged grievance must have their meeting and resolve the grievance or certify to the Board as provided above within twenty (20) days of the date on which the alleged grievance was served in writing upon the superintendent.

### **Step 3**

The Board of Education upon receiving the written reports of the superintendent and/or cook-manager and the party alleging to have a grievance shall consider them and in the sole discretion of the Board shall (1) conduct a hearing before the entire Board or before such committee of the Board as the Board shall elect at which time the superintendent and/or cook-manager and the party with the alleged grievance shall present their respective positions and such witnesses and proof as they shall determine or (2) certify that the grievance shall be resolved by final arbitration pursuant to Step 4 of this agreement. The School Board must conduct the hearing or certify for final arbitration as provided above within twenty (20) days of the receipt by it of both written statements from the cook-manager and/or superintendent and the person having the alleged grievance. If a hearing is held by the Board of education or a committee appointed by the Board or hear the same a decision will be rendered within fifteen (15) days of the conclusion of the hearing.

#### Step 4

**Final arbitration:** In the event the alleged grievance has not been satisfactorily resolved by the prior steps herein set forth, the parties shall mutually select a qualified arbitrator from a list of ten (10) arbitrators agreed upon by the Board and the Union. The arbitrator shall promptly hear the grievance and render their decision in writing within fifteen (15) days of their termination of the hearing. Either party to the grievance shall have the right to be represented by counsel or such other person as he or the Board so designate. The Food Service Helpers Unit shall have the right to have its representative present at all stages of the grievance proceedings. The School Board and Food Service Helpers Unit shall equally assume the cost of the neutral arbitrator if such individual was used in accordance of Step 4 of the grievance procedure.

**Limit of Decision:** The arbitrators shall limit their decision strictly to the application and interpretation of the provisions of this agreement and they shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.
- b. Involving Board discretion or Board policy under the provision of this agreement, under Board bylaws, or under applicable law.
- c. Limiting or interfering in any way the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

**Effect of Decision:** The decision of the arbitrators if made in accordance with the jurisdiction and the authority under this agreement, shall be accepted as binding by the parties to this dispute.

**Time of Meetings:** All meetings involving grievances shall be held during either unassigned time during the work day or after school hours.

**Privacy of Proceedings:** During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private. Any preliminary disposition will not be made without agreement of all parties.

#### **14. EFFECTIVE DATE**

This agreement shall be effective on July 1, 2002 and shall continue in full force and effect until June 30, 2005.

#### **15. DEFINITIONS**

The term employee as used herein shall be deemed to mean an employee of the said Food Service Helpers Negotiating Unit.

#### **16. COMPLIANCE WITH NEW YORK STATE LAW**

The parties hereto agree to comply with all applicable laws, rules and regulations of the State of New York and agencies thereof.

#### **17. SAVINGS CLAUSE**

**Section 1:** This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such applicable law, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had been a part of this agreement.

**Section 2:** If determination is made in accordance with section 1 of this section, the parties to this agreement shall reconvene as soon as possible in order to negotiate a suitable replacement, if possible, to those provisions deemed to be illegal.

**18. ENTIRE AGREEMENT**

The parties agree that this agreement constitutes the results of their negotiations on all items negotiated and that there are no agreements or understandings either oral or written or otherwise which in any manner alter, abridge or conflict with this instrument.

**19. RULES AND REGULATIONS**

The Association agrees that the Board of Education has complete authority over the policies and administration of the school district and its departments which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement including the establishment of work rules and regulations not inconsistent with the terms of this agreement or New York State Civil Service Law

**20. AMENDMENT TO TAYLOR LAW**

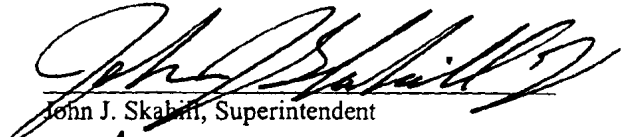
It is agreed by and between the parties that any provision of this agreement requiring legislation action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**SCHEDULE "A"**

	<u>2002-2003</u>	<u>2003-2004</u>	
A. <u>Cafeteria employee - per hour</u>	\$ 8.22	\$ 8.47	<del>Pinchot Test</del>
	\$ 8.95	\$ 9.21	Carolshelden 10/17/03
C. Burnett	\$ 9.68	\$ 9.97	
	\$ 10.41	\$ 10.73	
	\$ 11.15	\$ 11.48	S Ackerdorf 1261
	\$ 11.88	\$ 12.24	C. Burnett
			B. Harnold
B. <u>Cook - per hour</u>	<u>2002-2003</u>	<u>2003-2004</u>	J. Schuster
	\$ 10.20	\$ 10.51	P. Murphy
	\$ 10.61	\$ 10.93	W. Schuster
	\$ 11.02	\$ 11.35	B. Smith
	\$ 11.42	\$ 11.77	R. Test
	\$ 11.83	\$ 12.19	C. Schuler
	\$ 12.24	\$ 12.61	

IN WITNESS WHEREOF, the parties hereto have signed and accepted this agreement on the day and year first above written.

4/3/03  
Date

  
John J. Skahill, Superintendent

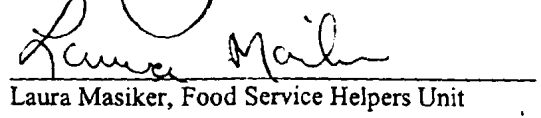
4/3/03  
Date

  
Thomas Dispenza, Board of Education, President

4/7/03  
Date

  
Wendy Schrader, Food Service Helpers Unit

4/7/03  
Date

  
Laura Masiker, Food Service Helpers Unit