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Title: **Barker Central School District and the Barker Central School Cafeteria Staff Association (2004)**

Employer Name: **Barker Central School District**

Union: **Barker Central School Cafeteria Staff Association**

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4551

AGREEMENT BETWEEN

THE

BARKER CENTRAL SCHOOL DISTRICT

AND THE

BARKER CENTRAL SCHOOL

CAFETERIA STAFF ASSOCIATION

July 1, 2004 – June 30, 2007

RECEIVED

MAR 28 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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1.1 Whereas, the Barker Central School District Board of Education, having determined that the Barker Central School Cafeteria Staff Association is supported by a majority of the food service helpers, assistant cooks, and cooks, hereby recognizes the Barker Central School Cafeteria Staff Association as the sole and exclusive representative for the purpose of collective negotiations for all full-time regularly employed employees as follows:

Included: Food Service Helpers
 Assistant Cooks
 Cooks

Excluded: Cook Manager
 Substitute Food Service Helpers
 All other employees

1.2 The Barker Central School Cafeteria Staff Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

1.3 This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.

1.4 **Definitions**

1.4.1 "District" means the Barker Central School District and is intended to refer to it as an employing entity. It applies to all persons (i.e., the Superintendent/Chief Executive Officer, Administrators, Supervisors) properly authorized to act on behalf of the Barker Central School District.

1.4.2 "Association" means the Barker Central School Cafeteria Staff Association.

1.4.3 "Employee" means a person incumbent in a position included in the unit described in Section 1.1 of this article.

1.4.4 Full-time employment is comprised of twenty (20) hours or more per week.

1.4.4a Full-time employment for all new employees hired after July 1, 1991 will be five (5) hours per day and a minimum of twenty-five (25) hours per week.

1.4.5 "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

ARTICLE II

BOARD RIGHTS

- 2.1 The management of the employer's operation and the direction of the work force in the operation of the work of the employer are vested in the Board and its Superintendent exclusively as functions of management including, but not limited to, the following rights:
- a) to hire, recall, transfer, and promote employees
 - b) to establish or eliminate employee classification as the Board or Superintendent deem necessary or desirable in its operation
 - c) to reprimand, demote, suspend, and discharge employees
 - d) to lay off employees, on a temporary or permanent basis, because of lack of work or for other reasons determined legitimate by the employer
 - e) to determine the scheduling of work and the quality and quantity of work to be performed
 - f) to determine the materials to be used, and the methods, processes, and equipment to be employed
 - g) to adopt and change rules and regulations and rules of conduct as the employer deems necessary and proper to the conduct of its operations; and to enforce such rules and regulations and rules of conduct on its properties, in the employer's buildings and whenever employees are acting as representatives of the district
 - h) to assign employees to any task related to the running of the cafeteria and kitchen, regardless of their normal classification.
- 2.2 None of the above rules and regulations are to replace or supersede any existing State of New York Civil Service Rules or Regulations.

ARTICLE III

EMPLOYEE CONDUCT AND DRESS

- 3.1 All employees are expected, at all times, to conduct themselves in a courteous, friendly and businesslike manner, remembering that they are representing Barker Central School.
- 3.2 Employee misconduct or any action that is of an unsafe nature shall be reason for administrative reprimand. Misconduct shall include, but not be limited to, violations of law or school board policy, as well as administrative rules and regulations. Repeated misconduct shall be just cause for suspension without pay and/or dismissal. Any repeated violation of an unsafe nature shall also be just cause of suspension without pay and/or dismissal.
- 3.3 White top with black bottom uniforms are the standard of dress for cafeteria employees.

ARTICLE IV

WORK YEAR AND WORK HOURS

- 4.1 The period of employment shall be the student year plus days which may be assigned for the purpose of opening or closing the cafeteria operation.
- 4.2 The workday for all employees will be assigned by the Cook Manager and may be changed with prior notice.
 - 4.2.1 A fifteen (15) minute break will be provided each day for members of the Association based on a schedule which is agreeable to the Administration.
- 4.3 When an employee is required to return to Barker Central School after a regular or extended workday, holiday, Saturday or Sunday, (s)he will be paid on a hourly basis according to the regular schedule plus \$.75 per hour.

ARTICLE V

PHYSICAL EXAMINATIONS

- 5.1 Each employee must pass a yearly physical examination, including, but not limited to, chest x-ray and/or tine test before beginning assigned duties each school year.

Employees must provide the Cook Manager with a completed Barker Central School Physical Examination Report signed by the school physician at district expense, or private physician at the employee's expense prior to taking an assigned task at the beginning of each school year.

The Board of Education reserves the right to order a physical examination of an employee at any time at District expense.

ARTICLE VI

PAID HOLIDAYS

- 6.1 Full-time employees shall be granted the following holidays with full pay:
- a) Columbus Day
 - b) Veterans' Day
 - c) Martin Luther King Day
 - d) Patriots' Day
 - e) Memorial Day
 - f) Labor Day in school years when student attendance is required before Labor Day.

ARTICLE VII

LEAVES OF ABSENCE

- 7.1 Leaves of absence will be provided within the constraints of the provisions specified below in sub-article 7.2 through 7.5.3. A minimum of twenty-four (24) hours notice is required, except in the case of personal or family illness, where notice should be filed as soon as possible. All notice of requests for leaves of absence shall be filed with the Cook Manager. Failure to give said notice shall result in a day's salary deduction.

7.2 **Personal Sick Leave**

All full-time food service helpers and cooks will be credited with ten (10) days of sick leave per year.

All employees hired prior to July 1, 1989 may accumulate up to two hundred fifty (250) days of sick leave.

Employees hired after July 1, 1989 may accumulate up to three hundred (300) days of sick leave

7.3 **Family Sick Leave**

All full-time employees shall receive up to five (5) days of sick leave each year in the event a spouse, parent, child, or any permanent resident of the employee's household is seriously ill. Such illness is of a magnitude requiring a medical doctor's attention and care. Family illness will be deducted from accumulated sick leave.

7.4 **Personal Business Days**

7.4.1 All full-time employees shall receive two (2) days each year for the purpose of conducting personal business transactions, that are impossible to transact outside the normal workday. The reason for requesting these days shall be declared on a form provided by the District. Unused personal business days will be credited to accumulated sick leave.

7.4.2 Under no condition shall these days be used to extend vacations or to provide entertainment-related activities. Under no condition shall these days be granted prior to or subsequent to a holiday or vacation period.

7.5 **Bereavement Leave**

7.5.1 All full-time employees shall receive up to five (5) days of bereavement each year in the event of a death in the immediate family. Immediate family is defined as: wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and persons residing full-time in the household.

7.5.2 All full-time employees shall receive up to two (2) days of leave each year for attendance at funerals of persons other than the immediate family. The number of days granted will be determined by the Cook Manager.

7.5.3 Bereavement leave will be deducted from sick leave.

ARTICLE VIII

PAYROLL PROCEDURES

8.1 All cafeteria personnel will be paid on a regular basis. Except for the first week's pay being held back, pay will be on a current basis.

8.2 If school is closed after the workday begins for employees covered by this Agreement, the scheduled day's salary will be paid to employees who have reported to work.

ARTICLE IX

BENEFITS

9.1 Health Insurance

Effective July 1, 2004, all full-time employees may select either the available managed care plan or another plan made available. However, the District's premium contribution on behalf of an eligible employee shall not exceed the amount that the District would contribute on behalf of a unit member enrolled in the managed care plan made available by the District with the lowest premium cost.

Enrollment in the traditional indemnity health insurance plan shall be available only to a member of the unit electing to pay the difference between the premium cost for such coverage and the premium cost for coverage in the managed care plan made available by the District with the lowest premium cost. The traditional indemnity health insurance plan will include a \$200 deductible for individual coverage and a \$400 deductible for two-person or family coverage. The plan will also include an 80/20 co-insurance plan with annual limits (amounts to be paid by the employee), exclusive of (over and above) the deductibles, of \$1,000 (single-person coverage) and \$2,000 (two-person or family coverage). The three-tiered prescription co-pay for enrollees in the traditional indemnity health insurance plan will be \$10 generic, \$20 preferred list, \$30 others.

The District shall make available to eligible employees a managed care plan comparable to the Traditional Blue Point of Service plan, formerly known as "Choice Plan". The prescription co-payment shall be \$5 per in-network prescription and \$10 per out-of-network prescription. The District shall be authorized to implement a three-tier managed care prescription card (\$5 per generic prescription, \$10 per brand name prescription and \$20 per out-of-network prescription), when such three-tier prescription card becomes available.

Open enrollment periods shall be established by the District. An employee shall remit any required premium contribution(s) through payroll deductions.

Proof shall be supplied by the employee to the Business Office, as a condition of enrollment (and continuation of coverage), that "double" coverage does not exist. Such proof may include a sworn affidavit attesting that "double" coverage does not exist. Any other health insurance coverage, from any other source, shall constitute "double" coverage. The Board of Education will not contribute where double coverage exists.

The District reserves the right to change insurance carriers, plan administrators, plans and coverage benefits and shall be under no obligation to maintain a prior carrier under this provision.

9.2 **In Lieu Of Health Insurance**

The intent of this section is to eliminate payment for dual coverage.

A member will receive \$820 for a single plan, \$1,580 for a two-party plan, or \$2,360 for a family plan, whichever the member was eligible to receive, if the member does not elect to take the health insurance coverage.

A district-employed spouse, who is a member of this bargaining unit, is entitled to \$1,000, providing the other spouse is covered by a district-provided family or two-person health insurance plan.

The member understands that surrendering the health insurance is optional, and in order to be eligible the member must show proof of other health insurance coverage. The member may re-enroll in the district health plan, but only during the open enrollment period at the end of the school year or due to "legal status change" as defined by Section 125 of the IRS Code.

If, due to legal change in status as defined by Section 125 of the IRS Code, the member needs to return to health insurance under the District's plan the member is allowed to do so. The member must complete a full half-year without the District's health insurance coverage to receive the payment in lieu of insurance on the half-year cycle.

The member will receive this payment, fifty percent (50%) payable in the first check in January and fifty percent (50%) payable in the last check in June.

If there is any change in a tax law or the interpretation of such law, which alters the taxable status of the health insurance provided through this section, the parties shall meet and negotiate any changes necessary to preserve the non-taxable status of the health insurance benefit.

9.3 **Retirement**

9.3.1 Membership in Tiers I, II, III, or IV of the New York State Employees' Retirement system is required by law, except for employees hired prior to July 1, 1976 in a labor exempt or unclassified service. The District will pay its share of retirement benefits in accord with the tier placement of the employee.

9.3.2 A member of the Association, hired prior to July 1, 1989, who retires under the New York State Employee's Retirement System, who is at least fifty-five (55) years of age, and who retires from Barker Central School, shall be eligible to convert unused sick leave toward the payment of the premium for a single contract under the District's health insurance program at the rate of fifteen (15) days per one (1) year premium until up to one hundred fifty (150) days of sick leave are depleted. The District's cost for the annual

premium of a single contract under a managed care plan with the lowest premium cost on the date of the retirement shall be the maximum District share of the premium after retirement. The retired employee shall be responsible for payment of insurance premiums over the District's cost. Failure to make up the balance will result in forfeiture of the benefit henceforth.

The District will pay to a retiring employee in this group \$10 per day for all sick leave accumulated over one hundred fifty (150) days up to a maximum of two hundred fifty (250) days.

- 9.3.3 A member of the Association, hired after July 1, 1989, who retires under the New York State Employee's Retirement System, who is at least fifty-five (55) years of age, and who retires from Barker Central School, shall be eligible to receive \$10 per day for all sick leave accumulated over one hundred (100) days up to a maximum of three hundred (300) days.

The conversion of unused sick leave to health insurance does not apply to this group.

9.4 **Social Security**

All members of the Association shall participate in the Social Security withholding program. The District and the employee shall pay this tax at the rate set by the Social Security Administration.

ARTICLE X

WAGES

10.1 **Wages**

Present members of the bargaining unit, who were hired prior to 1989, will receive a \$.50 per hour raise in 2004-05, a \$.25 per hour raise in 2005-06, and a \$.25 per hour raise in 2006-07. Members hired after 1989 will be paid according to the salary schedule listed below.

Advancement on the salary schedule shall take place on July 1 of each year.

SALARY SCHEDULES

Food Service Helper

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Step 1	7.00	7.25	7.50
Step 2	7.21	7.36	7.51
Step 3	7.52	7.67	7.82
Step 4	7.83	7.98	8.13
Step 5	8.50	8.75	9.00

Assistant Cook

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Step 1	7.40	7.65	7.90
Step 2	7.61	7.76	7.91
Step 3	7.92	8.07	8.22
Step 4	8.23	8.38	8.53
Step 5	8.90	9.15	9.40

Cook

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Step 1	8.25	8.50	8.75
Step 2	8.52	8.67	8.82
Step 3	8.90	9.05	9.20
Step 4	9.27	9.42	9.57
Step 5	10.00	10.25	10.50

10.2 Profit Sharing

All bargaining unit members will share in any profits on a 50% District, 50% Employee basis. This amount is to be paid in a lump sum to each employee based on the total hours worked by all employees not counting sick days, holidays, personal days, bereavement days or any other days not worked.

Example: 50% of \$4,000

\$2,000 to the District, \$2,000 to the Employees
 $9,900 \text{ total employee hours worked} = \frac{2000}{9900} = .20$

Employee A worked 900 hours x .20 = \$180 paid in August on the first payroll

The School Business Administrator will facilitate a quarterly meeting of designated representatives of the Cafeteria Staff Association and the Cafeteria Manager for the purpose of reviewing current profit-loss reports and other appropriate information.

WORKING AGREEMENT

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 appropriate legislative body has been given approval.

This contract incorporates the entire understanding of both parties on all issues, which have been discussed during these 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, unless expressly and mutually agreed to otherwise.

This Agreement shall be effective on July 1, 2004 and expire on June 30, 2007.

FOR THE DISTRICT

Dated: July 26, 2004
Steven J. LaRock
Steven J. LaRock, Superintendent

FOR THE ASSOCIATION

Dated: July 26, 2004
Lori Jenks
Lori Jenks

Martha Rogers
Martha Rogers

Sandra J. Podeszek
Sandra Podeszek

