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Contract Database Metadata Elements

Title: **Brockton Central School District and Food Service Helpers Association, Inc., Brockton Central School District Unit (2005)**

Employer Name: **Brockton Central School District**

Union: **Food Service Helpers Association, Inc., Brockton Central School District Unit**

Local:

Effective Date: **07/01/2005**

Expiration Date: **06/30/2008**

PERB ID Number: **4652**

Unit Size:

Number of Pages: **7**

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CAF / 4652

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
DEC 28 2005
BUFFALO

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

NEGOTIATED AGREEMENT

for

7/1 6/30
2005-2008

between

SUPERINTENDENT

THE BROCTON CENTRAL SCHOOL BOARD OF EDUCATION

and

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

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 28 2005

ADMINISTRATION

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

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

The Board of Education provides Workmen's Compensation Insurance for all school personnel. Any employee injured while on duty as a 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 ant 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

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.

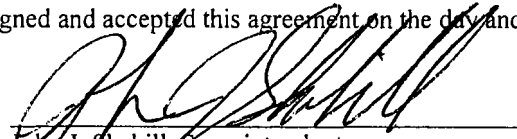
IN WITNESS WHEREOF, the parties hereto have signed and accepted this agreement on the day and year first above written.

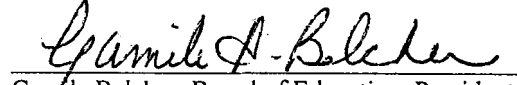
10/28/05
Date

10/28/05
Date

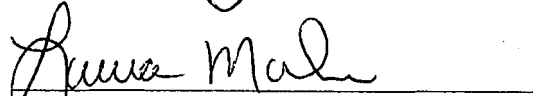
10/28/05
Date

10-28-05
Date


John J. Skahill, Superintendent


Camille Belcher, Board of Education, President


Wendy Schrader, Food Service Helpers Unit


Laura Masiker, Food Service Helpers Unit

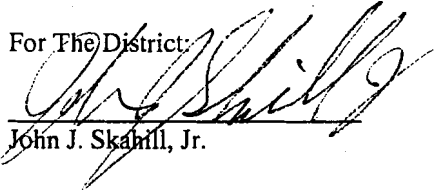
COLLECTIVE ASSOCIATION SETTLEMENT AGREEMENT

The Brocton Central School District ("District") and the Food Service Helpers Association, Inc. ("Association") are parties to a Collective Negotiations Agreement which had a stated term from July 1, 2002 through June 30, 2005. The parties' negotiating teams have reached agreement on the terms of a successor agreement which they desire to record in this memorandum.

The new agreement shall be the same as the aforementioned 2002-2005 Agreement except for the following changes:

1. Increase of medical insurance deductible from 50/100 to 100/200 beginning 12/31/05.
2. Increase of Medical insurance deductible to 200/400 beginning 12/31/07.
3. The option of any cafeteria worker not working full time to buy into a medical plan at the worker's cost.
4. A three year contract with a four percent raise each year.


For The District:

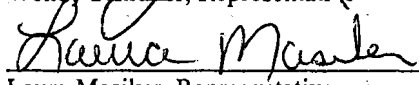

John J. Skahill, Jr.

Date:

10/17/05

For The Association:


Wendy Schrader, Representative


Laura Masiker, Representative

Date:

10/17/05

Food Service Helpers Association, Inc.

The following provision is agreed upon by the Board of Education and the Food Service Helpers Association, Inc.

1. As a wage re-opener clause for the 2004-2005 school year in the existing contract referenced above, the Board of Education agrees to a 3% increase for members as listed below:

| <u>Cafeteria employee - Per Hour</u> | <u>2003-2004</u> | <u>2004-2005</u> |
|--------------------------------------|------------------|------------------|
| | \$ 8.47 | \$ 8.72 |
| | \$ 9.21 | \$ 9.49 |
| | \$ 9.97 | \$ 10.27 |
| | \$ 10.73 | \$ 11.05 |
| | \$ 11.48 | \$ 11.82 |
| | \$ 12.24 | \$ 12.61 |

| <u>Cook - Per hour</u> | <u>2003-2004</u> | <u>2004-2005</u> |
|------------------------|------------------|------------------|
| | \$ 10.51 | \$ 10.83 |
| | \$ 10.93 | \$ 11.26 |
| | \$ 11.35 | \$ 11.69 |
| | \$ 11.77 | \$ 12.12 |
| | \$ 12.19 | \$ 12.56 |
| | \$ 12.61 | \$ 12.99 |

Agreed upon and signed this date: 8/6/04

Wendy Schrader
Wendy Schrader, Food Service Helpers Unit

Laura Masiker
Laura Masiker, Food Service Helpers Unit

Camile Belcher
Camile Belcher, BOE President

John J. Skahill, Jr.
John J. Skahill, Jr., Superintendent

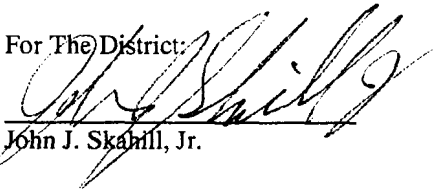
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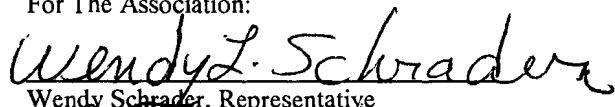
For The District:

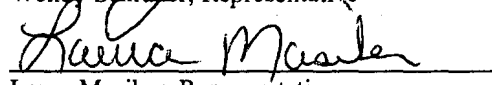

John J. Skahill, Jr.

Date:

10/17/05

For The Association:


Wendy Schrader, Representative


Laura Masiker, Representative

Date:

10/17/05