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Title: **Gates Chili School District and Gates Chili School Lunch Association (2006)**

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Union: **Gates Chili School Lunch Association**

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CAF 15084

AGREEMENT BETWEEN

THE GATES CHILI SCHOOL DISTRICT SUPERINTENDENT

AND THE

GATES CHILI SCHOOL LUNCH ASSOCIATION

Effective July 1, 2006

Through June 30, 2009

RECEIVED

FEB 04 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

47

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ARTICLE 1

RECOGNITION AND NO STRIKE

1. Pursuant to the New York State Public Employees Fair Employment Act, the Gates Chili Board of Education recognizes the Gates Chili School Lunch Association as the exclusive negotiating representative for all employees in the unit, including the positions of Cook, Cook Manager, Food Service Helper, and Baker.
2. The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Gates Chili Central School District.

DEFINITIONS

3.
 - A. ELEVEN MONTH FULL TIME EMPLOYEE - One who works four and one quarter (4 1/4) hours or more per day and is scheduled to work each day September 1 - June 30 of each school year, except for paid holidays, and four weeks during July and August. Eleven month employees would be eligible for ten (10) vacation days each year, for each year of service up to four (4) years, and one additional vacation day each year for each year of service beyond four years to a maximum of eighteen (18) days. A maximum of four (4) vacation days each year may be carried over to the following school year.
 - B. TEN MONTH FULL TIME EMPLOYEE - One who works four and one-quarter (4 1/4) hours or more per day and is scheduled to work all the days the students are required to be in school.
 - C. TEN MONTH PART-TIME EMPLOYEE - One who works less than four and one-quarter (4 1/4) hours per day.
 - D. JOB SHARE EMPLOYEES- a position that is shared between two members will receive the same benefits as they would as an employee noted above, however these benefits will be prorated according to the job share ratio.

ARTICLE 2

GRIEVANCE PROCEDURES

1. DEFINITIONS

- A. A grievance is a claim by an employee that there has been a violation, a misinterpretation, or inequitable application of any provision of this agreement.
- B. Grievances must be taken up at Step 1 of the following procedures within fifteen (15) working days following the date that any employee should have known of the act or condition on which the grievance is based.

2. BASIC PRINCIPLES

- A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner at the lowest possible level. Each party to a grievance shall have access to all written statements and records pertaining to the case.
- B. Time limits at any stage of the procedure may be extended by mutual consent between the Association and the Superintendent, or his/her designee. Should the time limits at any step be exceeded by the Superintendent, or his/her designee, the grievance may be processed to the next higher step of the procedure. Should the Association not meet the time limits of the procedure, the grievance will be considered as resolved at the last response.
- C. All grievance records and documents shall be filed separately from personal folders.
- D. All time limits in the procedure refer to working days.

3. PROCEDURES

- A. Step 1. The Grievant shall submit the grievance in writing to the Cook Manager. The Cook Manager will consult with the Supervisor of School Food Services concerning the grievance. The Supervisor of School Food Services will respond to the grievant in writing within five (5) working days of receipt of grievance from the Cook Manager.
- B. Step 2. If the grievant is not satisfied with the response at Step 1, he/she may, within five (5) working days of receipt of the response, submit the grievance in writing to the Assistant Superintendent for Business. The Assistant Superintendent for Business, or his/her designee, will hand deliver a written response to the grievant within five (5) working days.

ARTICLE 2 – GRIEVANCE PROCEDURES: Continued

- C. Step 3. If the grievant is not satisfied with the response at Step 2, he/she may, within five (5) working days of receipt of response, submit the grievance in writing to the Assistant Superintendent for Administration and Personnel. The Assistant Superintendent for Administration and Personnel, or his/her designee, will hand deliver a written response to the grievant within five (5) working days.
- D. Step 4. If the grievant is not satisfied with the response at Step 3 he/she may, within five (5) working days of receipt of response, submit the grievance in writing to the Superintendent. The Superintendent, or his/her designee will hand deliver the Superintendent's written decision to the grievant within ten (10) days after receiving the grievance and the Superintendent's decision will be final.

ARTICLE 3

SALARIES: JULY 1, 2006 - JUNE 30, 2009

1. The Association agrees that the Superintendent, after reviewing all fiscal aspects and after consulting his/her chief negotiator, shall determine salaries for all members of the Association for the duration of this agreement.
2. Increases shall be distributed based on present salary status and performance. Written evaluations will be one of the criteria used to determine performance.
3. The Superintendent reserves the right to pay beyond the amount scheduled for any or all employees.

ARTICLE 4

LONGEVITY

1. Employees may be recommended for longevity pay by the immediate supervisor or administrator in charge and subject to the approval of the Superintendent of Schools, according to the following schedule:

<u>LEVEL</u>	<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Longevity I	7	\$350
Longevity II	14	\$400
Longevity III	21	\$425
Longevity IV	28	\$450

2. An employee eligible for longevity between October 1 and September 30 of each year of the agreement will be paid this longevity in a lump sum in July following the year of eligibility.
3. Longevity is based on a minimum of four and one-quarter (4 1/4) hours per day. All persons scheduled to work less than four and one-quarter (4 1/4) hours per day, shall have longevity payments prorated.

ARTICLE 5

RETIREMENT

1. The 75i Retirement Plan plus Option 41-J (Application of Unused Sick Leave) of the New York State Employees Retirement System shall be fully paid for by the Board of Education.

ARTICLE 6

HEALTH INSURANCE

1. Effective March 1, 2006, the District will provide the same health insurance benefits as provided through the Blue Point Value plan. For all full time unit members enrolled in a District medical insurance plan, the District will contribute 100% of the premium for the of Blue Point Value health insurance plan at the applicable single, sponsor or family rate. The District will contribute an annual allowance in a 105 plan at the following rates:
Single \$200
Sponsor \$400
Family \$600

ARTICLE 6 – HEALTH INSURANCE: Continued

2. New employees starting District employment on or after July 1, 2006, who were not enrolled in a District medical insurance plan on or before June 30, 2006:
 - a. During the first year of enrollment the District will contribute 65% of Blue Point Value.
 - b. During the second year of enrollment, the District will contribute 85% of Blue Point Value.
 - c. During the third year of enrollment, the District will contribute 100% of Blue Point Value.
3. If a unit member elects not to continue her/his medical insurance benefit through the District, then the member is eligible for an opt-out payment. If a member has not been covered by a District medical insurance plan since July 1, 2006, and does not subsequently enroll in coverage by the District, they will receive the opt-out payment noted below. Members may enroll in a District medical insurance if they experience a life altering event, as defined by the insurance carrier and approved by the District.

The member needs to provide evidence of other medical coverage. The District will provide two payments semi-annually each January 1st and July 1st respectively as long as the member remains covered by a medical plan provided by a source outside of the District and the member remains employed on a full time basis by the District. This payment will be prorated when the unit member separates service with the District for any reason, or elects to join a District medical insurance program during the year. This benefit is subject to the restrictions noted below if applicable. This opt-out payment will be placed into a Cafeteria Benefits, Section 125 Plan.

Yearly Opt-out payment schedule:
\$4000 for family plan

- b. Non eligible members, those working less than six hours a day, may participate in an available health insurance program of their choice at their own expense.
4. The District will contribute \$250 towards the premium for the dental/vision plan for each member working an average of four hours or more a day throughout the year. Those individuals working less than four hours a day throughout the year shall have premium costs prorated using four hours as a base.
5. Members retiring after age fifty-five (55) having at least twenty five (25) years of service in the District will have premium payments for medical benefits continued up to the cost of 100% Blue Point Value. Members having 20 years of service, District will contribute 90% and members having 15 years of service, the District will contribute 80% of the benefit noted

ARTICLE 6 – HEALTH INSURANCE: Continued

above for active members. Once the member turns 65 years of age the District will contribute 90% towards Preferred Care Gold. If a comparable insurance policy is available for less than the combined premium cost of 100% of Blue Point Value, and \$250 towards Dental, the District will pay up to that amount for out of service area coverage. Twice a year, the retiree must submit proof by receipt and the District will send two lump sum payments to the retiree or health insurance agency providing the coverage

6. Claims information filed by a unit member shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided for by law.
7. Employees who elect to participate in an alternative HMO plan(s) offered by the District in lieu of Blue Point Value shall pay the difference between the cost of the plan selected and the District's contribution under Section 1.
8. The District will provide a Section 125 "Flexible Spending Arrangement" benefits plan.

ARTICLE 7

EMERGENCY CLOSING OF SCHOOLS

1. Personnel will not be paid for days that school is closed for emergency or inclement weather reasons when announced over the official radio station or through phone calls from their immediate supervisor.
2. Any day an employee reports to work as scheduled and then the facility must be closed for emergency or other reasons as determined by the Superintendent, the employee will receive his/her hourly rate for his/her scheduled hours.

ARTICLE 8

HOLIDAY CALENDAR

1. All employees covered under this Agreement will have eleven (11) paid holidays. Holiday dates shall be determined by the Administration after adoption of the school calendar by the Board of Education.
2. Holiday pay will be granted only if the employee works the scheduled work day before and the scheduled work day after the holiday. The Superintendent may, upon the approval of the Supervisor of School Food Services, pay individuals who cannot meet their obligations because of an emergency situation, including illness.

ARTICLE 9

SICK LEAVE

1.
 - A. All employees covered by this Agreement shall be entitled to an unlimited accumulation of sick leave. Sick leave shall be earned at the rate of one (1) day per month of employment.
 - B. Four (4) days of this leave may be used for absence due to illness in the immediate family. For the purpose of this article, immediate family shall be defined as spouse, mother, father, and children. Other relatives or a "significant other" living in the home shall also be included as individuals covered by this section.
 - C. For the purpose of this article, each absence will be counted as a one half (1/2) or full day dependent upon the length of each occurrence.
 - D. If it agreed that if an employee is absent for five (5) consecutive days, the employee must submit to the Supervisor of School Food Services a written statement from a physician that the employee has been under care and is physically able to return to work. In the event an employee does not submit this written statement upon her/his return to work, it is agreed that she/he will forfeit two (2) paid sick leave days for the aforementioned absence.

ARTICLE 9 – Continued

- E. If an employee does not use any sick days in a school year (July 1 - June 30) then that employee will receive two additional paid holidays. Payment for this day will be equal to the employee's regularly assigned hours times the employee's hourly rate during the year in which no sick days were used.
- F. An employee who has used up his/her sick days by an extended absence due to illness, or injury may apply to the Superintendent, or his/her designee, for additional sick leave days. This request should be in writing and submitted to the Superintendent, or his/her designee. The Superintendent may at his/her discretion, grant additional days.
- G. Additional sick leave days approved by the Superintendent do not have to be repaid by the employee.

ARTICLE 10

EXTRAORDINARY LEAVE OF ABSENCE

1. The Superintendent recognizes that certain circumstances other than personal illness or injury are beyond an individual's control and may require absence from regular duties. Therefore, employees may, for compelling reasons subject to administrative approval, be allowed extraordinary leave of absence days with full pay. Extraordinary Leaves of Absence are further defined as leaves necessary for the conduct of legal or personal business which cannot be conducted at any time other than during the day when the employee is working.
2. Full time employees shall be entitled to three (3) extraordinary leave days per year. Part-time employees shall be entitled to two (2) days per year. For the purpose of this article, each absence will be counted as one half (1/2) or full day dependent upon the length of each occurrence.
3. Request for extraordinary leave of absence shall be submitted to the Supervisor of School Food Services. Final approval will be left up to the discretion of the Assistant Superintendent for Administration and Personnel. Any confidential documentation to support a leave, if requested, will be sent directly to the Assistant Superintendent for Administration and Personnel. Extraordinary Leave shall not be granted for a day immediately prior to the commencement of, or a day immediately following a scheduled holiday or recess, except for an emergency. Approval for such emergencies may be granted; however, in these circumstances, specific reasons for the leave must be stated and the approval is at the sole discretion of the Assistant Superintendent for Administration and Personnel.

ARTICLE 10– Continued

4. At least one (1) week's notice except in an emergency shall be given to the Supervisor of School Food Services.
5. Extraordinary Leave of Absence is non-cumulative.
6. Extraordinary Leave of Absence is not deductible from allowances for absence due to personal illness or injury.
7. Loss of pay for any intentional misuse of Extraordinary Leave of Absence will be contingent upon a recommendation made to the Superintendent by the Supervisor of School Food Services.
8. An employee may be granted more time than the two (2) day allowance at the sole discretion of the Assistant Superintendent for Administration and Personnel under very unusual circumstances. The allowance of this article is not cumulative.

ARTICLE 11

DEATH IN THE FAMILY

1. It is the purpose of this article to authorize the payment of full salary for a period not to exceed three (3) days to any employee who is absent as a result of a death in the family.
2. For the purpose of this article, the term "family" shall include father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather and grandmother. Requests for individuals not listed previously may be made to the Assistant Superintendent for Administration and Personnel for approval/disapproval.
3. It is expected that notification shall be given to the appropriate supervisor so that necessary arrangements for substitutes can be made.
4. Any leave of absence granted under this policy is not deductible from the leave of absence allowed for illness. The limit of three (3) days is for each occurrence.
5. Under extraordinary conditions, the Superintendent may, at his/her discretion, grant additional time.

ARTICLE 12

PREGNANCY AND CHILD REARING LEAVE

1. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth and recovery from are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
2. Employees disabled due to pregnancy will be expected to return to their duties as soon as their physician/school physician considers them to be no longer disabled.
3. Employees desiring a child rearing leave may make application for up to a one year leave to the Superintendent of Schools. This leave is without pay or paid benefits.

ARTICLE 13

PERSONAL LEAVE OF ABSENCE

1. Personal Leave of Absence for family obligations or personal reasons, without pay or any other benefits, may be granted by the Superintendent and/or his/her designee. A written request stating reasons and expected beginning date of said leave must be submitted to the Superintendent for his/her consideration.
2. Said leave will only be granted if the Superintendent and/or his/her designee determine there are extenuating circumstances contained in such request.
3. If the Superintendent and/or his/her designee approve such leave, the Superintendent shall determine the length of such leave.

ARTICLE 14

JURY DUTY

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such services will be turned over to the school district less any expenses incurred for parking and food when supported by receipts.
2. In the event that the juror stipend is greater than the member's salary, the member will take the juror stipend and not be compensated by the district for the days served on jury duty. When a stipend or payment is received, employees are responsible to submit receipts for related expenses using proper District reporting procedures as defined by the Superintendent.
3. When a stipend or payment is not received for jury duty, employees will be given leave at full salary. Expenses incurred will not be the responsibility of the School District when a stipend or payment is not received.

ARTICLE 15

REDUCTION IN FORCE - LAYOFF

1. In the event that a reduction in the number of employees is deemed necessary by the Superintendent, the Superintendent and/or his/her designee will determine which employees shall be retained. In making this determination, the Superintendent shall consider qualifications, job performance, and length of service.
2. If a member loses her/his position due to reduction in force and an opening occurs in the future, then said member shall be offered the position if the member is qualified as determined by the Superintendent and/or his designee.

ARTICLE 16

STAFF DEVELOPMENT

1. If employees participate in after school hours in-service courses offered or approved by the District, approved participants shall receive a stipend of \$6.50 per hour for successful completion of the course.
2. This one time payment shall be included in the last payment in June.

ARTICLE 17

WORKSHOP DAYS

1. If workshop days are held, all employees of the unit shall participate in the entire day and be paid at their regular hourly rate for the number of hours required to be in attendance. In unique circumstances, employees may be excused from that part of the workshop day which exceeds their regularly scheduled hours, upon the recommendation of the Supervisor of School Food Services and the approval of the Assistant Superintendent for Administration and Personnel or his/her designee.

ARTICLE 18

EVALUATION PROCESS

1. Employees shall be evaluated in writing at least once annually.
2. Employees shall be given a copy of any written evaluation report prepared by their supervisor prior to submittal to the personnel file. Upon request, employees have the right to a conference with their supervisor to discuss their written evaluation report.
3. Employees shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies. Employees shall also have the right to submit a written response to the evaluation which shall be attached to the evaluation.
4. Cook Managers will evaluate employees under their supervision. Cook Managers will be evaluated by Supervisor of School Food Services.

ARTICLE 19

SAVING CLAUSE

1. This Agreement and all provisions herein are subject to applicable laws. In the event any provision of this Agreement is held to violate such laws, 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 not been a part of this Agreement.

ARTICLE 20

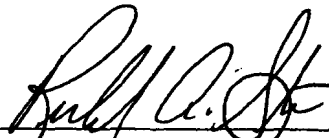
DURATION OF AGREEMENT

1. This contract shall be effective as of July 1, 2006, and shall continue in effect throughout June 30, 2009.
2. This Agreement between both parties may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this 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 PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



VIRGINIA GROVER, PRESIDENT
GATES CHILI SCHOOL LUNCH ASSOC.



RICHARD STEIN,
SUPERINTENDENT OF SCHOOLS

12-22-05

Date

12-22-05

Date

