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Contract Database Metadata Elements

Title: **Churchville-Chili Central School District and Churchville-Chili Central School Nutritional Services Association (2007)**

Employer Name: **Churchville-Chili Central School District**

Union: **Churchville-Chili Central School Nutritional Services Association**

Local:

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

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C O N T R A C T

JULY 1, 2007- JUNE 30, 2011

Between

**CHURCHVILLE-CHILI CENTRAL SCHOOL
DISTRICT
BOARD OF EDUCATION**

and

**CHURCHVILLE-CHILI CENTRAL SCHOOL
NUTRITIONAL SERVICES ASSOCIATION**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

Made this 29th day of November 2007 by and between the Churchville-Chili Central School District through its Superintendent of Schools, as the party of the first part, and the Churchville-Chili Central School Nutritional Services Association, as the party of the second part.

1. **RECOGNITION**

Pursuant to the Public Employers Fair Employment Law of 1967 with amendments, the Churchville-Chili School District recognizes as of February 10, 1972 that the Churchville-Chili Nutritional Services Association is the exclusive representative of all cafeteria cook managers and food service helpers regularly employed, for purposes of collective bargaining in respect of hours, wages and other conditions of employment.

2. **SALARY**

1. Salary Increases

Year 1: 4.0% (plus an equity adjustment of \$.25 in each unit member's hourly rate in year one only)

Year 2: 4.0%

Year 3: 4.0%

Year 4: 4.0%

2. All food service helpers will be compensated at their regular hourly rate for any meetings called by the Director of Nutritional Services or designee after normal working hours where there is no break in time between the end of the employee's normal shift and the time of the meeting. For example, a food service helper is normally scheduled to work 9:00 a.m. to 1:00 p.m. and a meeting takes place at 1:00 p.m. Attendance at the meeting is paid at the employee's regularly hourly rate. Time worked exceeding forty hours (40) per week will be paid at an overtime rate of 1 ½ times the hourly rate.

3. PAYMENT FOR EMERGENCY CLOSING

In the event of an emergency closing after the hourly employee has reported to work, the employee shall be allowed to leave and will be paid his/her normal days pay.

4. EVENT RATE

A. In the event a unit member works at a special event, banquet, dinner, etc., as so designated by the Director of Nutritional Services, the employee shall be paid \$15.00 per hour or their existing hourly rate, whichever is greater. The event rate will begin immediately following the end of the Nutritional Services' Department operational work day for each building. A unit member reporting for an evening event shall receive as a minimum, one hour's pay.

B. When a cook manager has to prepare food for an event during their normal scheduled hours, in addition to the normal food preparation for students and faculty, the cook manager will receive a flat fee of \$2.00 in addition to their normal pay provided that the event has been pre-designated and the cook manager has received pre-approval from the Director of Nutritional Services.

5. PAYMENT FOR WORKSHOP ATTENDANCE

All unit members attending a required workshop outside of regularly scheduled work hours will be compensated at their hourly rate with a minimum of \$30.00 per workshop. Should the workshop exceed the 40-hour workweek, the unit member will be paid time and a half. Employees must receive prior written approval from the Director of Nutritional Services to receive this payment.

6. SICK DAYS FOR FOOD SERVICE HELPERS

All food service helpers shall be granted up to four (4) sick days during their first year of employment. Sick days will be prorated based on date of hire during the first year of employment. All food service helpers shall be granted up to seven (7) sick days per year beginning with their second year of employment. A food service helper may accumulate sick days up to a maximum of 90 days upon completion of two full years of service. Said sick leave shall be paid on the basis of an average days pay. An average days pay will be computed by dividing the gross amount of the previous two pay periods by the number of days worked. In the event a person has not worked a full two pay periods, then the computation will be made on the exact number of days worked. At any time the District may request a physical at the District's

expense during the period of absence due to sickness or injury. Food service helpers may use up to four (4) sick days for family illness annually.

7. PERSONAL LEAVE FOR FOOD SERVICE HELPERS

All food service helpers shall be allowed up to two personal leave days per year. The employee shall submit written request to the supervisor for such leave at least two (2) calendar days in advance whenever possible. Generally legitimate requests fall in the categories of legal, business transactions, family circumstances and personal matters that cannot be handled outside of the scheduled working hours. Personal days cannot be used to extend a holiday or recess period. However, in an emergency or in extenuating circumstances, the Superintendent may waive all restrictions and authorize a personal day. Consideration will be given to requests for additional days in the event of extenuating circumstances. Unused personal days remaining at the end of the school year shall be converted to sick leave for use during the next school year.

8. SICK DAYS FOR COOK MANAGERS

All cook managers shall be granted up to ten (10) sick days per year for reasons of personal sickness or disability, during the first three (3) years of employment. Sick days will be prorated based on date of hire during the first year of employment. Beginning with the fourth year of employment, all cook managers shall be granted up to fourteen (14) sick days per year. Sick days shall be accumulated up to 180 days. At any time the school district may request a physical at District expense during the period of absence due to sickness or injury. Cook managers may use up to four (4) sick days for family illness annually.

9. PERSONAL LEAVE FOR COOK MANAGERS

All cook managers shall be allowed up to five (5) personal leave days per year. The cook manager shall submit written request to the supervisor for such leave at least two (2) calendar days in advance whenever possible. Generally legitimate requests fall in the categories of legal, business transactions, family circumstances and personal matters that cannot be handled outside of the scheduled working hours. Personal days cannot be used to extend a holiday or recess period. However, in an emergency or in extenuating circumstances, the Superintendent may waive all restrictions and authorize a personal day. Consideration will be given to requests

for additional days in the event of extenuating circumstances. Unused personal days remaining at the end of the school year shall be converted to sick leave for use during the next school year.

10. BEREAVEMENT LEAVE

Each unit member shall be granted up to four (4) days leave for death in the immediate family per occurrence. Immediate family shall be defined as spouse, father, mother, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, sister-in-law, brother-in-law, son, daughter, son-in-law, daughter-in-law, grandchild or someone with whom a close personal relationship exists. Such leave shall be with pay, and shall not be deducted from any other leave allowances contained in this agreement. Daily rate of pay for food service helpers will be computed in the same manner as sick days.

11. ABSENCE WITHOUT PAY

Time off without pay may be granted in the event of unforeseen circumstances or extenuating circumstances. Vacation time longer than two (2) days will not be considered as a legitimate reason for absence without pay. Consideration for granting the time off and the circumstances surrounding the request will be made by the immediate Supervisor.

In the event a leave without pay is granted pursuant to this article, and in the event the leave should have to be extended because of an emergency or other acceptable circumstances, the employee wherever possible will within forty-eight (48) hours of the expiration of such leave contact their supervisor and so advise said supervisor of any additional time needed. The said supervisor shall have the sole discretion to grant such extension of leave.

12. MANDATORY DRUG AND ALCOHOL TESTING

The district and association will meet at least twice during the 2007-2008 school year to discuss this topic.

13. MEDICAL COVERAGE

The District shall make available to unit members participation in the Blue Point 2 Extended, Select and Value plans. For cook managers, the District will pay the dollar equivalent of 85% of the monthly premium cost of RASHP II—Blue Point 2 Value (or the comparable replacement plan). Instead of these plans the district may offer a substantially comparable form

of coverage, which it shall choose upon consultation with the Association. If a cook manager selects the Blue Point 2 Extended or Select health plan, he/she will be responsible for the difference in the premium. Unit members will pay by payroll deduction any monthly premium expense in excess of the District's contribution.

Food service helpers may obtain group health insurance through the District if the employee pays the full premium.

14. DENTAL PLAN

This applies to cook managers only. In accordance with the rules and regulations of the carrier, cook managers may participate in the district Dental Plan (currently Blue Shield "Smile Saver" Option I). The District will pay 85% of the monthly premium and the employee will pay 15% of the monthly premium.

15. RETIREMENT

Members shall be covered by the New York State Employee's Retirement System including Plan 75-I and 41-J.

This applies if the earning and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, and written policy. Allowable unused sick leave credit is limited to 180 days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

16. VACANCIES, NEW POSITIONS AND TRANSFERS

In the event of a vacancy or the creation of a new position in the Nutritional Services Unit, the vacancy or position will be posted conspicuously in each building for a period of five (5) working days during the school year and for a period of five (5) calendar days during the summer months, said notice to contain salary range and/or hourly rate, location, duties, and approximate number of hours to be worked per week. Consideration will be given to those members of the Nutritional Services Unit who make application for such vacancy or position.

In the event that any unit member wishes a transfer from one building to another, they will contact the Director of Nutritional Services and advise said director in writing before the end of the school year that they wish a transfer if a vacancy occurs in any other building in the School District. The Director of Nutritional Services will then record such request and in the event that

such a vacancy occurs, the Director of Nutritional Services will so notify the employee of the vacancy and at his or her discretion permit such a transfer.

17. UNIFORM ALLOWANCE

A uniform allowance of \$125.00 per year will be given to each employee for each of the 2007-2011 school years. Employees will receive their uniform allowance after five (5) months of work to the Nutritional Services' Department. Beginning with the 2008-2009 school year, all employees must submit an itemized receipt before they receive the uniform allowance for that year. Employees will wear the uniform.

18. PERSONAL INJURY

In the event sick leave is used due to an injury which arises out of and during the course of employment, the sick leave time shall be returned to the employee in direct proportion to the amount of moneys received by the District from Worker's Compensation, in accordance with law.

19. FLEXIBLE SPENDING

The annual minimal contribution for those employees participating for unreimbursed medical expenses will be \$200, with a maximum of \$2,500 or as amended by law. The maximum contribution toward dependent care will be \$5,000 annually or as amended by law.

20. GRIEVANCE PROCEDURE

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of members of the unit.

Definitions

The term Grievance as used in the agreement shall mean any alleged violation of the application of terms or provisions of the Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the valuation of employee performance.

Association shall mean Churchville-Chili Nutritional Services Association.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Churchville-Chili Nutritional Services Association.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

GENERAL PROCEDURES

All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, if applicable this agreement, policies, etc., involved in the said grievance, the time when and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the member of the unit and the Association.

If a grievance affects significant numbers of unit members and to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

The preparation and processing of grievances, in so far as practicable, shall be conducted during the hours of 8:00 a.m. and 5:00 p.m. on regularly scheduled work days. All parties will avoid interruptions of services in support of school activities.

The Board of Education and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

Except as otherwise provided on Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called

against him, testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, or any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Board and Association. The Superintendent shall provide for the printing of appropriate forms. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel file of the participants.

Nothing contained herein will be construed as limiting the right of any unit members having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

TIME LIMITS

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

Unless written grievance is forwarded at the first available stage within fifteen (15) working days after the unit member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall

permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

GRIEVANCE AND REVIEW

Stage 1 - Immediate Supervisor

(a) A member of the negotiating unit having a grievance will discuss it with his/her immediate Supervisor, either directly or with a representative, with the objective of resolving the matter informally.

(b) If after five (5) working days the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate Supervisor. Within two (2) working days after the written grievance is presented to him/her, the immediate Supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the Unit, his/her representative and the Association.

Stage 2 - Superintendent

(a) If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wished to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.

(b) If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

(c) Within ten (10) working days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.

(d) The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

Stage 3 - Arbitration

(a) If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by notice to the Superintendent within fifteen (15) working days of the decision in Stage 2.

(b) Within ten (10) working days after such written notice of submissions to arbitration, the Superintendent and the Association will notify the American Arbitration Association or Cornell to arrange for a mutually agreeable date for a hearing. Said parties will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator or Cornell, in the event that the parties do not agree on the submission either at the hearing or as part of the decision.

(c) The selected arbitrator will hear the matter promptly and will issue his decision not later than twenty-one (21) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board of Education equally and by the Association. Each party will bear the expense of its own legal counsel.

Members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

21. WORK YEAR

All cook managers will work 185 days not counting eleven (11) paid holidays from September through June of each year according to the School District adopted calendar, plus

additional summer days as approved by the Director of Nutritional Services. All food service helpers will work the days identified on the District's yearly student calendar except for student half-days and days of early dismissal.

22. ASSOCIATION RIGHTS

A. Dues Deduction

The District agrees to deduct monies from the salary of employees who are members of the Churchville-Chili Central School Nutritional Services Association and have authorized the payment of dues to the Churchville-Chili Central School Nutritional Services Association and to transmit such monies thus deducted promptly to the Association.

Authorization of such deductions shall be in writing on a form provided by the Association, signed by the individual, and placed on file prior to September 5th. This authorization shall be considered a permanent authorization for the deduction of Association dues for the duration of the individual's employment in the District unless the individual employee notifies the Association and the District in writing that he/she no longer wishes dues to be deducted.

The Association shall submit a list of members for whom dues shall be deducted and authorization forms for those who do not have forms on file. The Association shall also certify the amount of dues to be deducted for the current fiscal year.

The Association agrees to provide adequate information regarding each unit member's rights to receive a refund for dues money used for political activities; such refund forms must be provided to the District.

The Association agrees to hold harmless the District from any and all liability or claims and damages which may arise from the implantation or continuation of this provision.

B. Use of School Facilities

The Association shall be allowed to have access to school facilities, equipment, rooms, bulletin boards, machines and the P.A. system for the purposes of preparing their negotiable contracts. It is understood that this privilege will be coordinated with the building principal involved.

23. HOLIDAY PAY

A. Cook managers shall be paid for eleven (11) holidays per year. These eleven holidays are Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, and Memorial Day.

B. Food service helpers working at least 4 hours per day shall be paid for three (3) holidays per year. These three holidays are Thanksgiving Day, Christmas Day, and Memorial Day.

C. Food service helpers working less than 4 hours per day shall be paid for one (1) holiday per year, Christmas Day.

24. COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the School District and given to all members of the Association now or hereafter employed by the District within a reasonable time.

25. JURY DUTY

Unit members will be granted their regular salary while on jury duty and will not be required to reimburse the district for jury duty pay received. Where the court/jury duty adjourns or the unit members is dismissed by 10:00 a.m. the unit member must return to work.

26. STATUTORY NOTICE

It is agreed by and between the parties hereto 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 been given approval.

27. SCHOOL DISTRICT PEROGATIVES

Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the School District had prior to this Agreement are vested exclusively, without limitation within the rights of the School District. These rights include, but

are not limited to, direction of the Nutritional Services' employees, the right to hire, assign, promote, transfer, lay-off, discipline, suspend or discharge for proper cause, and plan, direct and control the various operations of the Nutritional Services' Department of the School District.

All newly hired unit members and a previous unit member rehired, will be placed on 10 months of probation during which their status is employee at will and they will not be subject to the proper cause provision as referenced in the preceding sentence. [NOTE: for the 2007-2008 school year a unit member hired for the 2007-2008 school year will complete the 10 months of probation as of June 20, 2008.]

28. STRIKES

The parties agree that there shall be no strikes, work stoppages, picket lines, slowdowns, or intentional interruptions of school operation.

29. LAYOFF AND RECALL

For purposes of this article only, District seniority shall be defined as the total length of service the unit member has accrued in the Nutritional Services Unit, adjusted for any breaks in service and/or unpaid leaves of absence. In the event the District reduces staff in the Nutritional Services Association, the following rules should apply:

1. Temporary, casual, and substitute appointments will be laid off first in the applicable classification.

2. The least senior individual within the classification affected will be reduced first and remaining layoffs will be made in inverse order of seniority. The classifications are cook manager and food service helper.

3. The District will notify the affected employee 30 calendar days prior to the layoff where possible.

4. A recall list will be established for each classification abolished. The order of the list will be based on total years of service in the District's Nutritional Services Unit.

5. A unit member's name will be removed from the recall list in the following circumstances: where he/she accepts the position in the same classification and with the same number of hours as the abolished position, or upon expiration of one year, or non-acceptance or non-responsive to a recall letter, as more fully outlined in number 6 below.

6. The District will send notices of all full-time and part-time vacant positions to those unit members still on the recall list via certified mail, return receipt requested. Substitute, temporary and casual positions will not be offered to those unit members on the recall list. The employee will have one calendar week from the date of receipt to respond to the written notice of a vacant position. The employee's failure to respond in writing within one calendar week to accept any vacant position will be construed as non-acceptance, the employee's name will be immediately removed from the recall list, and the District has no other obligations to the employee. If the employee does not accept the recalled position at the time it is offered and that position is the same classification and the same number hours of the position laid off from, his/her name shall be immediately removed from the recall list.

7. Cook managers shall have bumping rights to food service helper positions provided the cook manager has more seniority than any less senior food service helper.

8. This Article is not applicable to a voluntary reduction to a part-time position but is applicable to an involuntary reduction to part-time.

9. In the event of a forced layoff, the District shall make an effort to absorb the employees in other areas of the District.

30. WORKER SUBSTITUTING IN A HIGHER PAID POSITION

It is agreed by and between the Churchville-Chili School District and the Churchville-Chili Nutritional Services Association that a food service helper assigned to perform work in a higher paid position of cook manager shall receive an additional \$1.50 an hour commencing on the fifth (5th) consecutive work day in the higher paid position. When the higher paid employee returns to service or the position is otherwise filled, the employee who had been assigned to the higher paid position will return to her original hourly rate of pay and her original position. In the event an employee goes from a higher paid position to a lower paid position, the employee will not suffer any loss of pay.

31. HEALTH INSURANCE (EXCLUDES DENTAL) FOR ELIGIBLE NUTRITIONAL SERVICES CONTRACT RETIREES:

The District will contribute toward the health insurance of cook managers only unit members who retire after July 1, 1990, under the following conditions and requirements.

A. The Unit Member must retire from the Churchville-Chili School District on or after reaching the first age of eligibility under the Employees' Retirement System.

B. District contribution is made until the employee is covered under Medicare or reaches 65 years of age, whichever comes first.

1. For a Unit Member with twenty-five (25) or more years of service who worked a minimum of thirty (30) hours per week on a regular basis the District will contribute seventy percent (70%) of Blue Point 2 Value.
2. For a Unit Member with twenty (20) or more years of service who worked a minimum of thirty (30) hours per week on a regular basis the District will contribute sixty percent (60%) of Blue Point 2 Value.
3. For a Unit Member with fifteen (15) or more years of service who worked a minimum of thirty (30) hours per week on a regular basis the District will contribute fifty percent (50%) of Blue Point 2 Value.
4. If the unit member has less than fifteen (15) years of service, there will be no contribution by the District.

32. LONGEVITY

Bargaining unit members will receive a lump sum, one time, not cumulative longevity payment to be paid as follows:

15 years: \$200

20 years: \$200

25 years: \$200

33. SALARY NOTICE

All members of the Churchville-Chili Nutritional Services Association will receive their salary notice on or before June 15 of any given year. The memorandum shall contain: Beginning date, ending date, hourly rate or total salary, hours, and beginning date of hire.

34. EVALUATIONS

The Director of Nutritional Services will evaluate each member of the bargaining unit two (2) times during the first year of employment. Unit members will be evaluated annually after

the first full year of employment. Any employee may be evaluated more often in each year if the Director of Nutritional Services believes it is necessary. Suggestions for improving performance will be made by the evaluator if necessary. In evaluating members of the unit, the Director of Nutritional Services may receive input from others who work with the unit employee in a supervisory or administrative capacity.

Employees will receive a copy of the completed evaluation within three (3) days from the time it is written. A conference will be conducted within five (5) work days of the employee's receipt of the written evaluation unless another arrangement is made between the evaluator and the employee. The employee will sign the evaluation at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not necessarily imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments to the evaluation and such appendage will be placed in the employee's file along with the completed evaluation form. All evaluation documents and appendages will be dated and signed before placement in the file.

35. LENGTH OF CONTRACT

This Agreement shall continue in full force and effect until midnight, June 30, 2011 and shall be renewed for successive periods of twelve (12) months.

IN WITNESS WHEREOF, The Churchville-Chili Central School Nutritional Services Association and the Churchville-Chili School District have caused this Agreement to be executed in their names by their duly authorized representative.

CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT

By: Dr. Pamela Kissel
Dr. Pamela Kissel
Superintendent of Schools

Date: 11-29-07

CHURCHVILLE-CHILI CENTRAL
NUTRITIONAL SERVICES ASSOCIATION

By: Marcella Sisson
Marcella Sisson
President of the Association

Date: 11/28/07

HIRE-IN SCHEDULE
SCHEDULE B

The following schedule is to be used for hire-in purposes only.

Civil Service Title	Hourly Range
Cook Manager	\$9.00 -- \$10.00
Food Service Helper	\$ 7.15 -- \$7.29

