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**Contract Database Metadata Elements**

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**CONTRACTUAL AGREEMENT**

**BETWEEN THE**

**YORK CENTRAL SCHOOL BOARD OF EDUCATION**

**AND THE**

**YORK CENTRAL SCHOOL CAFETERIA PERSONNEL ASSOCIATION**

**FOR**

**JULY 1, 2008 THROUGH JUNE 30, 2011**

**RECEIVED**

FEB 01 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

14





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PREAMBLE

This Agreement entered into this 1st day of July, 2005 by and between the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the "Board", and the York Central School Cafeteria Personnel Association hereinafter called the "Association".

WITNESSED

WHEREAS, 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 thereof, shall not become effective until the appropriate Legislative body has given approval.

WHEREAS, The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its non-instructional personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understanding which their desire to confirm in this Agreement.

In consideration of the following:

Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law or ruling of the courts or the Commissioner of Education said provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in full force and effect. Should a provision be found contrary to law, it will be subject to immediate renegotiations.

SECTION 1.0     RECOGNITION

The Board, having determined that the Association is supported by a majority of the cafeteria personnel in a unit composed of full and part-time food service helpers and laundry workers (the school lunch manager and the on-site manager are excluded from this unit), hereby recognizes the York Central School Cafeteria Personnel Association as the exclusive negotiating agent for the cafeteria personnel in such unit.

SECTION 2.0      WAGES – CLOTHING ALLOWANCE

2.01 Salaries for all regular school lunch employees will be based on 177 work days. Any employee working in excess of the days indicated in his/her regular position shall be compensated at his/her contract hourly rate of pay provided no other rate applies. Any employee working less than the number of days indicated shall have their salary reduced (docked) on a per-diem basis.

2.02 Days off work, when the cafeteria is in operation, because of excused absences, shall be counted towards the contract days. Days off work because of unexcused absences shall not be counted towards the contract days.

2.03 Hourly rates in effect for the school years 2008-09, 2009-10, 2010-11:  
(For both cafeteria and laundry)

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Employees hired prior to 7/1/08	\$14.14	\$14.64	\$15.23
Employees hired after 6/30/08	\$9.03	\$9.35	\$9.72
Substitute Rates:			
Entry level	\$ 7.25 hr	\$ 7.25 hr	\$ 7.25 hr
Experienced level	\$ 8.60 hr	\$ 8.60 hr	\$ 8.60 hr

2.04 School sponsored functions will be paid at the individual's regular hourly rate. For outside activities, including BOCES functions, \$1.00 will be added to the individual's hourly rate.

For Outside Activities:  
     No deduction for lunch time.  
     time computed in 15 minute blocks.  
     Minimum guarantee of three hours.

2.05 Extra time and overtime for cafeteria employees shall be paid at the individual's hourly rate or time and a half if over 40 hours per week.

2.06 Days absent from work shall not count as workdays in computing overtime.

2.07 Clothing Allowance: All regular School Lunch employees shall receive an annual clothing allowance of \$200.00 per year.

2.08 All employees will participate in two conference/in-service days annually. The first of which will be the opening day of the school year and second will be announced by June 30<sup>th</sup> of the preceding year. The two conference/in-service days will be counted towards an employee's contract salary as referenced in Section 2.01. Should an employee exceed the number of days referenced in Section 2.01, they will be compensated at their contract hourly rate provided no other rate applies. Employees reaching or exceeding their contracted number of days prior to the end of the school year may be required to work until the last scheduled day of the school year.



SECTION 3.0      PAY DATES

3.01            Pay dates shall be on a bi-weekly basis, every other Thursday.

SECTION 4.0      LONGEVITY

4.01            Longevity will be paid to employees hired prior to 7/1/99 at a rate of \$50.00 per year after the fifth year of service. Longevity will be paid to employees after 7/1/99 at a rate of \$25.00 per year after the fifth year of service. The maximum amount of Longevity an employee may receive is \$1,000.00. Employees presently receiving more than \$1,000.00 will continue to receive that amount. Longevity will be paid as a lump sum in the first special payroll of the fiscal year (Payroll A).

SECTION 5.0      EXPERIENCE

5.01            Experience for pay purposes is determined as follows:

1.    Regular employees - all regular employees shall be brought up to the experience wage level over a two year period of service. A regular employee's service time shall commence at the day of appointment by the Board of Education. After one full year of service, the employee shall receive one-half of the difference between the experience rate of pay and the entry rate of pay of his/her department, plus any negotiated increases. After two full years of service, the employee will be placed at the experience rate of pay in his/her department. A full year of service is 540 hours for the cafeteria.
2.    Entry level experience is negotiable. An employee shall be granted service experience for service time as a long term substitute for maternity, worker compensation cases, etc. Experience credit may be granted for routine day to day substitutes.

SECTION 6.0      VACANCIES

- 6.01            Vacancies: Vacancies that are to be filled for regular positions (three hours or more per day) shall be filled within thirty (30) school days.
- 6.02            If required to attend a workshop, the employee will receive his/her regular hourly pay including lunch breaks. The employee must have the written consent of the Cafeteria manager at least one week in advance. The employee will notify the Cafeteria manager at that time of the number of hours involved.
- 6.03            Substitute cafeteria workers shall be called into work to fill a vacancy except when school is not in full session such as exam days, conference days, early dismissals and end of the year schedule.

SECTION 7.0

SICK AND PERSONAL DAYS

- 7.01 Ten (10) month employees shall be entitled to the equivalent of ten (10) sick days per school year, accumulative to 220 days, based on their normal work day for that school year. Example - an employee's normal work day is 4 hours per day and is entitled to 10 sick days. The time earned would be 40 hours of sick time. Also if the employees normal work day for the school year is 4 hours the maximum number of accumulated hours would be 880.
- 7.02 Beside personal illness this leave may be used for serious illness or death in the immediate family. In the event of illness or death, the immediate family may be defined as parents, spouse, brother, sister, children and dependents who reside in the immediate family. In case of death, the immediate family shall include the following additions: aunt, uncle, grandparents and corresponding in-laws.
- 7.03 All employees must provide medical verification and/or documentation when absent from work for a period of three consecutive days. Employees will not be allowed back to work until the verification is received.
- 7.04 Any employee who does not use any sick time in any month during the school year, September 1<sup>st</sup> through June 30<sup>th</sup> will be granted an additional one-half hour of additional sick time for each of those months. The time will be credited in the month immediately following the month in which no sick time was used. An employee may use sick time for bereavement purposes for an individual as noted in Section 7.02 and will still be eligible to receive the additional time provided no other sick time has been used and adequate proof is submitted if requested.
- 7.05 Employees hired prior to 7/1/93, are granted three (3) personal days per year which are accumulative to four (4) days. Employees hired after 7/1/93 will be granted two (2) personal days per year which are accumulative to four (4) days. Example - an employee's normal work day is 4 hours per day and is entitled to 2 personal days. The time recorded and noted on the employee's paycheck would be 8 hours of personal time. Personal days which, when accumulated would exceed the four permitted, shall be considered as sick time and be allowed to accumulate as such to the allowable maximum of 220 days. All personal days must have the prior approval of the department head. Personal days may be used before or after a scheduled vacation with a four (4) week notice to the supervisor. No more than two (2) people may take a personal day on the same day.
- 7.06 Sick days earned in excess of the maximum of the current year's hours per day multiplied by 220 will be paid at \$5.00 per unused hour at the end of the school year.
- 7.07 Payment for unused sick time: An employee with 20 years of service to the district shall have the salary of their last year with the district increased by an amount equal to the number of unused sick hours multiplied by \$5.00 per hour up to a maximum of the retirement year's hours per day multiplied by 220. Notification requirements for cash payment of unused sick days are as follows:
1. Employees wishing to retire after January 31<sup>st</sup> shall notify the District, in writing, by April 1<sup>st</sup> of the school year preceding the school year of retirement.

OR

2. Employees wishing to retire at the end of the school year, June 30<sup>th</sup>, shall notify the District, in writing, by March 1<sup>st</sup> of that school year.

Failure to meet the notification requirements will cancel the cash benefit.

OR

Upon leaving the district with 20 or more years of service, the employee shall receive \$5.00 per hour for unused sick hours up to a maximum of the retirement year's hours per day multiplied by 220, such amount to be credited toward the purchase of participation in the district's health insurance program, until such amount is exhausted.

SECTION 8.0      INSURANCE

8.01      The District shall provide health and dental insurance coverage through the Non-Monroe County Municipal School District Program (NMCMSCP). Enrollment in plan will be according to the plan and district guidelines.

8.02      Employees hired prior to July 1, 1984 shall pay 15% of the plan premium. The District will pay the balance of the family/individual plan premium.

8.03      Cost sharing of health insurance for all employees hired after July 1, 1984 and prior to July 1, 2005:

Over 20 hours per week	60% District	40% Employee
20 hours or less per week	40% District	60% Employee

8.04      Employees hired after 6/30/05 will pay the balance of the premiums in excess of the district contributions. The district will contribute the following amounts toward the purchase of health and dental coverage provided through Section 8.01:

	Over 20 hours/wk	20 Hours or less/wk
Single Health	\$2,147.00	\$1,432.00
2 – person Health	\$4,598.00	\$3,065.00
Family Health	\$5,204.00	\$3,469.00
Single Dental	\$197.00	\$131.00
Family Dental	\$512.00	\$341.00

8.05      Employees hired after 7/1/93 will no longer be eligible for health insurance coverage if their spouse can obtain coverage through their place of employment. The employee must submit proof from the spouse's employer of health insurance status on a semi-annual basis.

8.06      An employee hired prior to 7/1/93, who is at least 55 years of age, retires after twenty-five (25) calendar years of employment, the District will pay for the employee's health insurance coverage on a pro-rated basis as stated in Section 8.03 of the contract at the time of retirement for the balance of the employee's life.

## SECTION 9.0      ON THE JOB ACCIDENTS

- 9.01            In the event of an on the job accident, the employee will suffer no loss in pay for the day of the accident.
- 9.02            Nor shall his/her sick time be decreased for such a day.

## SECTION 10.0    SICK LEAVE SPECIAL COVERAGE

- 10.01          The Board agrees the accumulated sick leave for unit members shall be extended up to twenty (20) working days when absence from work is caused by a major illness or accident.
- 10.02          This special coverage shall be applicable in the event of more than one major illness or accident in one working year.
- 10.03          In the counting of the extra twenty (20) days, days (holidays, school closing, etc.) when an employee is not required to be on duty shall not be included in such count.
- 10.04          It is to be understood that for ten (10) month employees, this special twenty (20) day coverage shall not be extended beyond the normal working year.
- 10.05          It is also understood that all compensation insurance provisions shall be applicable in job connected absences.
- 10.06          Eligibility for this coverage shall be determined by the Superintendent, Association President and Business Manager.

## SECTION 11.0    COMPLAINTS

- 11.01          Complaints against York Central School personnel shall be presented to them through their department heads and the original complaint shall be in writing in so far as possible and shall name the complaint. Should the complaint result in a grievance, the employee should utilize the regular grievance procedure.

## SECTION 12.0    WORKSHOP EXPENSES

- 12.01          The Board shall pay travel and meal expenses for approved workshop days.

## SECTION 13.0    SENIORITY RIGHTS

- 13.01          Seniority is based upon years of service within a particular department. If any job is eliminated, the person with least seniority, and with same job title, will be laid off. Seniority shall start from date and time of employment. Regular jobs shall be defined as two and one-half (2.5) or more hours per day for the school year.

Exclusions:    Summer work and substitute work

13.02 No one shall be considered for someone else's position unless there is an opening. Simple seniority shall prevail provided the employee meets the condition of being a regular employee. Involuntary interruption of service shall not penalize rights. Voluntary interruption of service shall void accumulated seniority and new seniority service dates shall be instituted upon return of the employee.

SECTION 14.0      JOB BIDDING

14.01 Any regular job or opening shall be posted for three (3) working days and shall be awarded according to seniority and qualifications, such qualifications to be judged and determined by the management of the District.

14.02 All vacancies in the departments will be filled with the best qualified candidate, whenever possible a District resident, such qualifications to be judged and determined by the management of the District. All applicants bidding on a vacant position will be notified within two business days of the completion of the bidding process as to which individual will be awarded the position. The awarding of the position is contingent upon official approval of the Board of Education.

SECTION 15.0      NEGOTIATION PROCEDURES

15.01 It is contemplated that terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties, any change of contractual conditions made during the period of this contract will be developed as a result of the grievance procedure.

15.02 No later than February 1 of each year the parties will enter into good faith negotiations over a successor agreement covering the following year.

15.03 Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

SECTION 16.0      GRIEVANCE PROCEDURE

16.01 Definition:  
1. A "grievance" shall be defined as a claimed violation, misinterpretation, or misapplication of any provisions of this Agreement.  
2. An "aggrieved person" is the person or persons making the claim.

16.02 Purpose:  
The purpose of the grievance procedure is to secure equitable solutions to problems which arise between staff, department heads, administration, Board of Education and District.

16.03

Procedure:

All employees who have problems concerning their job or its activities shall refer them to their immediate superior for any initial action of adjustments. If the problem cannot be resolved, the alleged grievance should be discussed at the Grievance Committee. If the Committee deems the grievance meritorious, the grievance should be processed as follows:

Level 1

The aggrieved party shall within ten (10) days school business of when he/she knew or should have know of an alleged violation of the Agreement, orally present his/ her grievance to his/her immediate supervisor who in turn shall in turn render his/her decision or take appropriate action with three (3) school days. If the grievance is still not resolved, the aggrieved party should proceed to Level 2.

16.03  
(cont.)

Level 2

The aggrieved party shall present a written grievance report to the superintendent within ten (10) days school business of orally presenting his/her grievance pursuant to Level 1. The Superintendent shall in turn have seven (7) school business days to render his/her decision or take appropriate action. The superintendent shall also furnish a written report of his/her action or disposition of the case. If the grievance is still not resolved at Level 2, the aggrieved party should proceed to level 3.

Level 3

If the grievance is not settled at Level 1 or Level 2 a written request from the grievance shall be made to the superintendent requesting that the grievance be heard by the Board of Education. The grievance shall be presented to the Board of Education for their consideration no earlier than two weeks from the date of the request or at the next regular meeting of the Board of Education. A written summary of the Board's action shall be given to the aggrieved party within ten (10) school business days of consideration by the Board.

Level 4

If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) school business days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school business days of the decision at level Three.

1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
2. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which will violate the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.

3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute as to which is the losing party, the arbitrator will request to resolve the matter.

16.04 The employee Grievance Committee shall consist of one member from each group represented in the Association (Cafeteria and Custodian) and the Association President.

16.05 If the grievance is approved and involves wages, the full wages shall be retroactive from the date of Level 1.

#### SECTION 17.0 FAMILY MEDICAL LEAVE ACT

17.01 All leave and benefit provisions of this contract will be counted toward leave and benefit provisions of the Family Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied to eligible employees if contractual leave and benefits provide less than FMLA.

#### SECTION 18.0 STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

18.01 The following actions and protections shall be provided for the employee by the Administration and Board:

Assault, threat of physical harm, or other violence including property damage, abusive language or abusive actions: student will be sent to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration, but are not limited to the following:

1. Suspension (immediate or delayed)
2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present.

The following specific protection shall be provided the Administration and the Board:

Right to expect and will receive complete cooperation from the faculty and staff.

SECTION 19.0      DURATION OF AGREEMENT

19.01      This contract shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2011.

**ASSOCIATION**

Kay Evans  
Kay Evans

Denise R. Irwin  
Denise Irwin

**BOARD OF EDUCATION**

Linda Powell  
Linda Powell

David Sperino  
David Sperino

Thomas J. Manko 5/13/08  
Thomas J. Manko, Superintendent

Howard A. Forsythe  
Howard A. Forsythe, Business Mgr.



