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**Contract Database Metadata Elements**

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Central School Food Service Association (2009)**

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Union: **Honeoye Falls-Lima Central School Food Service Association**

Local:

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**AGREEMENT**  
**between the**  
**BOARD OF EDUCATION of the**  
**HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT and the**  
**HONEOYE FALLS-LIMA CENTRAL SCHOOL FOOD SERVICE ASSOCIATION**  
**For the period from**  
**July 1, 2009 through June 30, 2012**

**19 Employees**

**PREAMBLE**

THIS AGREEMENT, made by and between the Board of Education of the Honeoye Falls-Lima Central School District (hereinafter referred to as the "Employer") and the Honeoye Falls-Lima Central School Food Service Association (hereinafter referred to as the "Association"). W I T N E S S E T H

**ARTICLE I - RECOGNITION**

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed by the District as defined in subparagraph C hereof.
- B. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act Section 208(2).
- C. The bargaining unit shall be defined as all food service helpers, cashiers, cooks and cook managers.

**ARTICLE II - SALARY CHECKS**

All ten (10) month employees will be paid in 21 equal installments over the course of the school year for their base scheduled hours plus paid holidays as per this contract. Time worked above the base scheduled time will be paid as worked and will be submitted to payroll department on an approved timesheet. All employees will be required to enroll and have direct deposit of their paychecks.

**ARTICLE III - PHYSICAL EXAMINATIONS**

School Lunch personnel shall go to the school physician for a physical examination as follows:

- A. Before being employed
- B. Annual medical examination
- C. At the request of the administration.

An employee may go to a physician of their own choice but all expenses for the physical examination must be borne by the employee. The physical examination report must still be approved by the school physician.

**ARTICLE IV - EMPLOYEE BENEFITS**

**A. Health Insurance**

Unit members will have the opportunity to enroll in the Blue Point 2 health insurance offerings. For employees working at least 20 hours per week, the District agrees to pay 50% of the cost of the Blue Point 2 Value health insurance premium.

After completing 2 years of service as a manager, the employee is eligible for 75% of the Blue Point 2 Value health insurance premium being paid by the District.

The District agrees to pay for the cost of the above health insurance programs for unit members who retire from the district under the New York State Employees Retirement System, according to the following:

15 years of District service	50% of premium cost
20 years of District service	75% of premium cost
25 years of District service	90% of premium cost.

This coverage shall extend to the spouse of a deceased retired unit member until remarriage or becoming otherwise insured.

Compensation insurance is carried on all employees. In the event of an accident covered by Compensation Insurance, occurring while engaged in school duties, an employee will be paid the difference between allowance under compensation awarded and his or her regular salary. NO COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence due to accidents sustained while in gainful employment of others or while self-employed.

For employees hired after July 1, 2009, 50% of premium cost will be provided for unit members who retire from the district after 15 years. There will be no spousal benefits.

**B. Life Insurance**

The District will provide a \$20,000 Life Insurance Policy for all eligible unit members. This benefit will be over and above any such coverage provided for in the pension program.

C. **Medical Reimbursement Fund**

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District's contribution to the medical reimbursement fund for each year of the contract (2009-10, 2010-11 and 2011-12) will be \$1,100 per year.

D. **Flexible Spending Account**

The District will offer all unit members, effective January 1, 1993, the option of participating in a flexible benefits plan (Internal Revenue Code, section 125) with the dependent care option.

E. **Retirement**

Membership in New York State Employees' Retirement System - Improved Career Retirement Plan under section 75-i with Unused Sick Leave (section 41-j) and the Minimum Death Benefit (section 60-b) provisions is required and/or available to bargaining unit members.

F. **Credit for Unused Sick Days**

A unit member who works at least 30 weeks per year and at least 30 hours per week, who retires from the District, will be granted a service raise for every unused sick day accumulated to and during their final year according to the following formula:

10 years service	\$20 for each unused sick day
15 years service	\$30 for each unused sick day

A unit member who works at least 30 weeks per year and at between 20 and 30 hours per week, who retires from the District, will be granted a service raise for every unused sick day accumulated to and during their final year according to the following formula:

10 years service	\$10 for each unused sick day
15 years service	\$20 for each unused sick day

Normally, the retiring bargaining unit member must file a notice of intent to retire from the District ninety days in advance of the anticipated date of retirement. Only in unusual and generally unforeseen circumstances, such as sudden illness or change in family status, the unit member may file the notice of intent in less than the required ninety days. Payment will be made in one lump sum and included in the last check issued by the District prior to retirement. If an eligible employee is laid off by the District because of a reduction in the overall District School Lunch program, that employee will receive credit for unused sick days in the last paycheck received from the District.

G. **Holidays**

Any unit member working at least 6 hours per day, at least 38 weeks per year, and having completed five years or more of continuous service in the District, will be paid for 8 holidays as they occur. Holidays will be designated by the Superintendent. See also Article II

H. **Paid Leaves of Absence**

(1) **Sick Leave**. The employer will grant a total of 8 days of sick leave for the first year (new employees accumulate sick time but cannot use sick time until completing three consecutive months of work) and 10 days thereafter to all unit members who work at least 20 hours per week and 38 weeks per year. Eligible employees will receive sick leave days each year accumulating until a maximum of 183 days. Employees who work less than 20 hours per week will receive 2 days of sick leave per year. For bargaining unit members hired after the school year begins, sick leave will be paid on a pro-rated basis determined by the number of months worked as a percentage of the fiscal year. A physician's verification of illness may be required by the Superintendent if the Superintendent has reason to believe the sick leave provision is being abused. After a unit member has accumulated the maximum sick leave the District shall pay \$10.00 per day in one lump sum payable in the last paycheck in June for no more than 20 days.

(2) **Personal Leave**. An eligible bargaining unit member is granted two (2) days personal leave per year for the following reasons: Legal obligations, Religious obligations, Family obligations. The applicant shall state personal leave as the reason for the request and shall submit the request in writing five (5) days in advance whenever possible prior to the date for which the leave is being requested. This leave shall not apply to the day before and the day after a holiday or vacation. Special requests for additional personal days can be submitted to the Superintendent by route of the immediate supervisor and will be determined on a case by case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day or days should not be considered precedent for the granting of other requests.

(3) **Death in Family**. Upon approval of the Superintendent of Schools, eligible bargaining unit members will be granted four (4) days of leave with full pay during each school year for the purposes of bereavement upon each death of a member of the employee's family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days shall mean four (4) school days. Such leaves shall not be cumulative and shall not be charged against sick leave.

- (4) Family Illness or Emergency. Eligible bargaining unit members will be granted a maximum of three (3) days' leave with full pay during each school year because of serious illness in his/her immediate family (mother, father, husband, wife, children). The foregoing paid family illness leaves shall be charged against and deducted from the above-stated sick days annual leave allowance, to the extent necessary, and any accrued paid leave balance. One of the days granted in this section may be used for personal leave.
- (5) Jury Duty. Time off shall be granted for jury duty when a unit member is called for such duty. This time off shall be with pay except that the unit member shall return to the District the per-diem rate paid to him/her for such jury duty. If the jury duty pay shall exceed the normal school day pay, the unit member may elect to take the greater amount and forfeit the lesser amount to the District. It is understood by the parties that moneys paid to the unit member by any government unit for expenses incurred in the performance of said jury duty, such as transportation, food, parking and mileage moneys, shall be retained by the employee.
- (6) Emergency Closing and Emergency & Holiday Work. A unit member shall not be required to report to work when emergency conditions force the closing of school for students and faculty. All employees will be paid for the first 2 emergency closing days. Employees must make up days as is dictated by changes to the school calendar. In the event school is closed before a worker's shift begins, and school has not opened he/she will not be expected to report to work unless called by the district. Employees called to work outside their regular work day will be paid either straight time or overtime rate for hours greater than 40 hours per week. The State of emergency is determined by the Superintendent of Schools, and Holiday work pertains to legal holidays as outlined by the Superintendent of Schools in the school calendar for each school year.

I. Unpaid Leaves of Absence

- (1) Parental Leave. Parental leave will be granted to bargaining unit members in recognition of both the needs of the unit member and the needs of the District. Ordinarily, a parental leave will extend for at least a calendar year after the birth of the bargaining unit member's child. The maximum period of such a leave will be two years. The starting and ending dates for the leave will be determined after consultation with the bargaining unit member, the attending physician, the Building Principal, and the Superintendent. Among the factors considered are the recommendation of the bargaining unit member's physician, and the time of the school year. Credit for increments on the salary schedule will not be allowed for years in which more than one-half (1/2) of the year is covered by parental leave without pay. Application for parental leave must be filed with the Superintendent, for final action by the Board of Education.
- (2) Personal Leave. Personal leave of absence without pay may be granted for personal reasons at the sole discretion of the Board.

J. Conference and/or Workshop Attendance

When directed by the administration the employee attending a conference and/or workshop will be reimbursed for all expenses incurred, and the employee will receive wages for normal working hours missed because of workshop or conference attendance.

**ARTICLE V - SALARIES AND WAGES**

- A. Salary Plans. The starting salaries for the 2009-10, 2010-2011 and 2011 and 2012 school years are as follows:

	2009-10	2010-11	2011-12
Food Service Helper	\$ 8.00	\$ 8.00	\$ 8.25
School Lunch Manager, High School	11.75	11.75	12.00
School Lunch Manager, Middle School	10.75	10.75	11.00
School Lunch Manager, Manor School	10.75	10.75	11.00
School Lunch Manager, Lima Primary	9.75	9.75	10.00
Central Kitchen Manager	12.25	12.25	12.50
Central Kitchen Baker/Cook	11.25	11.25	11.50

To be eligible for wage increases as outlined below, a unit member must complete 5 months of employment and remain in employment as of June 20 of that fiscal year. Effective 7/1/09 all unit members will be paid as follows:

- 1. For 2009-10, 2010-11 and 2011-12, all unit members will receive a base increase of 3.0% in each year.
- 2. All unit members will receive a percentage increase added to their base hourly rate of pay equal to the increase in annual average daily participation (ADP) computation for total student lunch and breakfast, up to a maximum of 2%. This will be computed at the end of each school year starting with 2009-10, and be in addition to the base hourly rate effective July 1 of the next school year. **This amount will not be a part of the base hourly rate.** This percentage amount will drop off at the end of each school year and be replaced by the following year's percentage amount at the

1 start of the next school year. To be eligible for this wage increase, a unit member must complete  
 2 5 months of employment during the prior fiscal year. The unit member must be employed the  
 3 following year in order to receive this salary adjustment.

- 4 B. **Six-Month Salary Review.** A new bargaining unit member shall be reviewed at the end of six (6)  
 5 months of employment, at which time the District may in its sole discretion adjust the salary of said  
 6 employee.
- 7 C. **Overtime.** Overtime is granted upon prior approval of the Food Service Director and the Business  
 8 Manager to bargaining unit members at one-and-a-half times their regular pay. Overtime is considered  
 9 to be any time in excess of 40 hours per week.
- 10 D. **Shift Differential.** A shift differential of \$2.00 per hour will be paid to any School Lunch employee who is  
 11 required to work any weekend or past 4:00 on weekdays. A unit member cannot be eligible for both  
 12 overtime and shift differential. The summer hourly rate of pay for unit members during the period of July  
 13 1 through September 1 for special events will be their regular hourly rate plus \$2.00 per hour. Items  
 14 exempt from the summer rate include staff training and all work related to preparing student meals.
- 15 E. **Staffing of Temporary Openings.** Any unit member who fills a temporary position for more than ten  
 16 (10) consecutive days will be given an additional 50¢ per hour, the maximum pay rate not to exceed the  
 17 salary of the employee being replaced.
- 18 F. **Uniform Allowance.** Each unit member will be granted a uniform and shoe allowance of \$40.00 per  
 19 year. The Director of Food Service will provide two shirts per years and will establish guidelines for what  
 20 type, style, and color of uniforms and shoes may be purchased.

#### 21 **ARTICLE VI - GRIEVANCE PROCEDURE**

- 22
- 23 A. A grievance is a claim by a bargaining unit member or a group of unit members that there has been a  
 24 violation, misinterpretation, or inequitable application of any provision of this Agreement.
- 25 B. The grievant will first take the matter up informally and in writing with his/her immediate supervisor. The  
 26 grievant may be accompanied by a representative of his/her choice. Such informal contact must be  
 27 made within twenty (20) workdays of the event or occurrence giving rise to the claimed grievance.  
 28 Within five (5) work days after written grievance is presented to the supervisor, he or she shall without  
 29 further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing,  
 30 and present it to the employee.
- 31 C. After the supervisor's written response, and if the majority of the members of the Association present at  
 32 a meeting find the grievance to be meritorious, it must be presented in writing to the Superintendent of  
 33 Schools from the President of the Association within the next 15 work-day period. Information as to the  
 34 nature of the grievance and its resolution shall be available to the Association.
- 35 D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the  
 36 President of the Association to the President of the Board of Education at the District Office within the  
 37 next 10 work-day period. The Board of Education shall hold a hearing on the grievance within the next  
 38 30-day period. Within 10 work days after the conclusion of the hearing, the Board of Education shall  
 39 render a decision in writing on the grievance.
- 40 E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the  
 41 decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the  
 42 Board of Education within fifteen (15) work days after receiving the Board of Education's decision.
- 43 F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its  
 44 rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- 45 G. Each party shall be responsible for costs of its own representation and presentation and the parties shall  
 46 share equally arbitrator's fees and cost of the meeting room, if any.
- 47 H. Since it is important to good relationships that grievances be processed as rapidly as possible, every  
 48 effort will be made by all parties to expedite the process. The time limits specified for either party may  
 49 be extended only by a mutual agreement in writing upon notice to all parties of interest. If a decision at  
 50 one stage is not appealed to the next stage of the procedure within the time limits specified, the  
 51 grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 52 I. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party,  
 53 the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior  
 54 to the end of the school term or as soon thereafter as is possible.

#### 55 **ARTICLE VII - EVALUATION AND JOB SECURITY**

- 56
- 57 A. **Evaluation**
- 58 (1) The work performance of all unit members shall be evaluated annually by their immediate  
 59 supervisor under the supervision of the appropriate administrator.
- 60 (2) Unit members shall, upon request, be given a copy of any evaluation report prepared by their  
 61 supervisor.

- (3) Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to a copy for the file. Unit members shall also have the right to submit a written response within 30 days of their review of the evaluation with their immediate supervisor for attachment to the evaluation. Said evaluation shall be placed in a unit member's personnel file upon his/her refusal to affix his/her signature with notation by the supervisor to that effect.
- (4) A unit member shall have the right to review the contents of his/her personnel file and, from the date of this contract, copies of any material added to the personnel file will be provided for the unit member, at the request of the unit member, with the exception of recommendations of a confidential nature. The unit member will have the right to attach any written statement about any such materials added to the file.

**B. Job Security**

As outlined in the Monroe County Civil Service Regulations.

**C. Seniority**

- (1) DEFINITION: Seniority is defined as the length of an employee's continuous service from the date of regular employment within the District.
- (2) FILLING VACANCIES:
  - (a) Current school lunch staff members will be given first consideration as openings occur if their qualifications are equal or better than other candidates.
- (3) LAYOFF: Layoff or necessary reduction in work hours shall be by seniority within each job classification beginning with the least senior employee.
- (4) RECALL: Unit members caught in a layoff will be recalled in reverse order of layoff.

**ARTICLE VIII - SAVINGS CLAUSE**

In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void and unenforceable, such decision shall not effect any of the other conditions of this Agreement, which shall continue to be in full force and effect.

**ARTICLE IX - PROVISIONS REQUIRED BY LAW**

- A. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.
- B. This Agreement shall be deemed to include any and all other language and provisions required by law, and is not intended to modify or abrogate any of the duties of either party required by law.

**ARTICLE X - ENTIRE AGREEMENT**

The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties. Any terms and conditions of employment or benefits provided prior to the effective date of this Agreement are hereby rescinded, and all terms and conditions of employment and benefits provided are governed by the terms of this Agreement.

**ARTICLE XI - REPRISALS**

There shall be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or participation in any of its activities.

**ARTICLE XII - ASSOCIATION USE OF FACILITIES**

The Association shall be permitted to use District facilities as it has in the past. In a year when the District is on a contingency budget, the Association shall use the facilities under the same terms and conditions as any other District organization when such use begins after 6 p.m.

**ARTICLE XIII - NEGOTIATION PROCEDURES**

- 1. The conditions and provisions of the contract remain in effect from July 1, 2009 through June 30, 2012. Upon written request of either party to open negotiation for a successor contract, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request.
- 2. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives be clothed with all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
- 3. The Association shall have the right, upon request, to see and copy (at no expense to the District), during regular working hours of the District Business Office, any public financial and budgetary information of the District. Further, both parties shall furnish each other, upon request, all other available information pertinent to the issues under consideration.

1 4. Copies of the final agreement shall be distributed to all unit members on the first day of school in  
2 September, or four weeks after its execution, whichever date is later. Unit members who commence  
3 active employment subsequent to the times described in the preceding sentence shall be provided with  
4 a copy of the contract. The employer will supply the Association President with 25 additional copies of  
5 the agreement.  
6

7  
8

9 IN WITNESS WHEREOF, we hereunto set our signatures this \_\_\_\_\_ day of November 2009.

10  
11

12 On behalf of the Honeoye Falls-Lima  
13 Board of Education

On behalf of the Honeoye Falls-Lima  
Food Service Organization

14  
15

16 \_\_\_\_\_  
17 Michelle M. Kavanaugh, Ed.D.

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