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AGREEMENT

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT

AND

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT

CAFETERIA WORKERS ASSOCIATION

Term of Agreement, July 1, 2009 - June 30, 2011

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AGREEMENT

Between Fayetteville-Manlius School District ("District") and Fayetteville-Manlius Cafeteria Workers Association ("Association") to govern the terms and conditions of employment.

ARTICLE I RECOGNITION

The District agrees that the Association is the exclusive bargaining agent for all Cook Managers, Food Service Helpers, and Stock Attendants ("Employees").

ARTICLE II DEFINITIONS

- A. Full-Time Employee. For employees hired prior to July 1, 1994, a full-time employee shall be any employee who is compensated at an hourly rate for regularly scheduled hours during the school year. Employees hired prior to July 1, 1994 shall retain their benefit status regardless of hours scheduled. For employees hired after July 1, 1994, a full-time employee shall be one who is regularly employed by the District for four and one-half (4 1/2) hours a day during the school year.
- B. Immediate Supervisor for the limited purpose of IV (C) and (D) of this contract shall be the Cook Manager.
- C. Substitute Employee shall be any employee who is hired on a temporary basis.
- D. Emergency Closing Day is a day when due to some emergency students are instructed by a representative of the District not to report to school.
- E. School Year shall be period July 1 to June 30.

ARTICLE III COMPENSATION

Wages shall be in accordance with Schedule "A" attached hereto and made a part hereof this Agreement.

ARTICLE IV
LEAVES

A. Sick Leave

1. a. Full-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of twenty (20) working days per year at their applicable compensation rate for personal illness.
- b. Full-time employees who have not worked for the District for ten (10) consecutive months shall be entitled to two (2) days per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a ten (10) month period.
- c. Part-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of four (4) days per year at their applicable compensation rate for personal illness.
- d. Part-time employees who have not worked for the District for ten (10) consecutive months shall be entitled to one (1) day per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a (10) month period, up to the maximum of four (4) days per school year.
2. The District may at its discretion request a doctor's certificate to determine eligibility of absence as sick leave hereunder if such absence is in excess of five (5) consecutive school days.
3. a. Days not used during a school year shall be credited to each eligible full-time employee at the beginning of the following year, provided that the maximum accumulation of unused sick leave days shall be two hundred (200), further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement, and further provided that unused sick leave shall not be credited for a following school year if the employee does not return to work in such following school year within one (1) month of his/her scheduled date to report, unless said employee shall furnish a doctor's certificate stating why said employee is unable to return to work within one (1) month of his/her scheduled date to report.
- b. Days not used during a school year shall be credited to each eligible part-time employee at the beginning of the following year, provided that the maximum accumulation of unused sick leave days shall be fifty (50), further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement, and further provided that unused sick leave shall not be credited for a following school year if the employee does not return to work in such following school year within one (1) month of his/her scheduled date to report, unless said employee shall furnish a doctor's certificate stating why said employee is unable to return to work within one (1) month of his/her scheduled date to report.

Article IV (con't.)

4. There shall be no accumulation of unused sick leave from an employer other than this District.
5. a. Five (5) of the twenty sick days accumulated in one fiscal year for full-time employees who have worked for the District ten (10) consecutive months shall be available for family illness. Unused sick days shall be carried to the next fiscal year as sick days.
- b. Three (3) of the four (4) sick days accumulated for part-time employees who have worked for the District for ten (10) consecutive months shall be available for family illness. Unused sick days shall be carried to the next fiscal year as sick days.

B. Leave of Absence Without Pay

1. The District, at its discretion, may grant leaves of absence without pay for a period not to exceed one (1) year. To be eligible for said leave, an employee must have been actively employed by the District for ten (10) months prior to the request for leave of absence. If said leave is for medical reasons and supported by medical documentation, leave may be approved during the first ten months of employment. The application for any leave, accompanied by the reasons for the request, shall be made to the District through the applicant's immediate supervisor.
2. An employee granted a leave of absence shall be entitled to the same health insurance benefits as (s)he would if not on said leave, however, the full cost of said health insurance benefits will be paid by the employee.
3. An employee granted a leave of absence pursuant to this section shall for the purposes of subsections 3, 4 and 5 of Schedule A be considered "continuously employed" by the District during the time of said leave. It is expressly agreed by and between the parties, however that while a leave of absence granted pursuant to this section will be considered "continuous employment" as aforesaid, any employee granted said leave will not be credited with time worked for the purposes of Article IV A) Sick Leave the period of said leave. Any employee granted a leave of absence shall retain all unused sick days and shall be awarded any sick or personal leave upon return. The employee taking said leave shall return to work at the same rate of pay he/she was receiving at said time of leave and shall receive any applicable contract settlement.
4. An employee substituting for an employee on extended leave will be compensated at the probationary rate for the temporarily assigned position, or the employee's regular salary, whichever is the higher rate. At the end of the temporary assignment, the employee shall return to the employee's previous title and salary. If the absence was over a contract period, any new contract settlements shall be applied.
5. Procedures and limitations for employees requesting unpaid days off for personal reasons are contained in the Rules and Regulations.

Article IV (con't.)

C. Bereavement Leave

Each employee who is employed by the District shall be granted up to five (5) days bereavement leave time off in the case of death of the employee's immediate family, defined as husband, wife, mother, father, sister, brother, son, daughter, grandparent, and in-laws in the category of the above named relationships. Almost family shall be a person who has had a long, exceedingly close, family-type relationship with the employee. The employee shall receive one (1) day off in the case of the death of an "almost family" member. Such time off will be granted without the loss of compensation. Compensation shall be at the employee's regular hourly rate for the employee's regularly scheduled hours. The employee shall notify the Immediate Supervisor of his/her need for such leave as soon as practicable. This change in language shall expire July 1, 2011.

D. Personal Business Leave

1. The intent of personal leave is to provide an employee the opportunity to conduct personal matters. It is intended neither to serve as recreation or vacation time nor to extend a holiday vacation period.
2. Each Cook Manager shall be granted three (3) personal days leave with full pay. All other full-time employees shall each be granted two (2) days personal leave with full pay. Each part-time employee shall be granted one (1) personal day leave.
3. All personal days are subject to the following:
 - a. Presentation of request to Immediate Supervisor forty eight (48) hours in advance except for emergency.
 - b. Approval of the request by the Immediate Supervisor and School Lunch Manager.

ARTICLE V
EMERGENCY CLOSING DAYS

When an emergency closing day is declared employees may be required to report to work. However, each employee shall suffer no loss in pay if she/he is not required to report to work.

ARTICLE VI
HEALTH INSURANCE

A. The District shall provide eligible employees a shared cost hospitalization and medical insurance plan equivalent to that provided for teachers, except as otherwise noted in this Agreement. In addition, the District shall provide eligible employees a shared cost dental insurance plan at not less than current benefit levels, and during open enrollment, the employee may elect to enroll in either the non-instructional or instructional dental plan. Full-time employees, as defined by Article II A, with active insurance coverage as of June 30, 2008 shall be eligible to continue their insurance coverage as long as they maintain that eligibility for coverage. After July 1, 2008, an employee must be regularly scheduled to work a minimum of six hours per school day to add insurance coverage. Employee/employer contribution shall be as follows:

1. Health Insurance

Employee Contribution

- | | |
|------------------------|----------------|
| a. Individual coverage | 10% of premium |
| b. Dependent coverage | 15% of premium |

2. Dental Insurance

The District shall contribute \$120 for each participating employee.

3. The District shall allow part-time employees to purchase group health and dental insurance provided to Cafeteria employees. There shall be no District contribution for part-time employees' coverage.

4. Co-Pay Prescription Drug Premium

Effective September 1, 2006, the Fayetteville-Manlius School District Cafeteria Workers Association agrees to change the current prescription drug program to reflect the Two-Tiered payment structure offered through OCM BOCES HEALTH INSURANCE CONSORTIUM at the rates of \$5 Generic and \$20 Brand name (Retail Pharmacy) and 2 times those amounts, i.e. \$10 Generic and \$40 for Brand name via mail order pharmacy for a 90 day supply.

B) An employee who retires from the District shall be entitled to maintain existing health and dental benefits. For individual coverage the retiree shall contribute on the same basis as an active employee. Dependent coverage may be maintained at full cost to the retiree.

ARTICLE VII
RETIREMENT PROGRAM

The New York State Twenty-five (25) Year Career Retirement Plan; Section 41(j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law shall remain in full force and effect during the term of this Agreement for all eligible employees. In addition, the New York State twenty (20) year new career retirement plan shall apply, effective July 1, 1992.

ARTICLE VIII
POSTING OF VACANCIES

If a vacancy in a bargaining unit job occurs or a new position is created, a representative of the District will notify the Association President of said vacancy or new position and if a written response to said notification is not made within three (3) days of the receipt of said notification, other sources will be contacted to fill said vacancy or new position.

A bargaining unit employee will be awarded said vacancy or said new position only if (s)he meets the District's qualifications for said vacancy or new position.

ARTICLE IX
SUCCESSFUL BIDDER

- A. If a Food Service Helper who is earning less than the minimum starting hourly rate for the Cook Manager position successfully bids for a Cook Manager position said employee will be paid the minimum starting hourly rate of the Cook Manager position.
- B. If a Food Service Helper who successfully bids for a Cook Manager position is earning more than the minimum starting hourly rate for the Cook Manager position said employee will be compensated at his/her present hourly rate.
- C. If a Food Service Helper who successfully bids for a Cook Manager position is making an hourly rate which is higher than the Cook Manager who is currently occupying said position said employee will be compensated at his/her present hourly rate and will suffer no reduction in wages.

ARTICLE X
SENIORITY

- A. Seniority - Seniority is defined as the length of service of an employee covered by this Agreement starting with the employee's most recent date of hire.

Article X (con't.)

- B. New Employees - Each new employee covered by this Agreement who is engaged by the District shall be deemed for the first (1st) twenty six (26) weeks to be engaged for a trial or probationary period during which period the employee shall be entitled to no seniority rating or right. If such newly hired employee has successfully completed the probationary period the employee shall be credited with seniority as of his/her date of hire. Summer break and periods of leave exceeding one week will not count towards the twenty-six (26) weeks of trial or probationary period.

- C. Classification - The term occupation is hereby defined as meaning those job titles or job classifications, which are listed and referred to in Appendix A attached hereto. Each employee will have occupational, as well as unit-wide seniority. In the event of a layoff an employee will exercise and exhaust occupational seniority before utilizing unit seniority. Employees who have exhausted their occupational seniority and wish to utilize their unit seniority and cross-occupational lines may do so only if in the discretion of the District or its designated representative, they are qualified in the new occupation.

- D. Recall - In the event of recall the employee with the greatest occupational seniority will be recalled first.

ARTICLE XI
PAID HOLIDAYS

- A. Full-time employees shall be paid at their applicable hourly rate for the hours they would normally work for the following days:
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King Day
 - Good Friday
 - Memorial Day

- B. Part-time employees shall be paid at their applicable hourly rate for the hours they would normally work for the following day:
 - New Year's Day

ARTICLE XII
RULES AND REGULATIONS

The parties agree that reasonable Rules and Regulations made by the District, including the qualifications for employment, disciplinary measures and other pertinent matters relating to the cafeteria operations shall be observed and respected by all unit employees. A copy of these Rules and Regulations shall be made available to all unit employees.

ARTICLE XIII
DISCONTINUATION OF SCHOOL LUNCH PROGRAM

In the event that the operation of the school lunch program (Cafeteria) is discontinued or subcontracted to a third (3rd) party, the District hereby agrees to give the Association at least thirty (30) days notice of said discontinuation; and the Association hereby agrees that upon receipt of said notice it, or its membership, will have no recourse against the District or the Superintendent under the terms of this contract; and the Association further agrees that the District will be under no obligation to provide employment within the District for the members of said Association.

ARTICLE XIV
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XV
TAYLOR LAW CLAUSE

Section 204a of the Civil Service Law - Agreements between public employers and employee organizations.

- A. Any written Agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such 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."
- B. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C. Within sixty (60) days after the effective date of this act a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section.

ARTICLE XVI
TERM OF AGREEMENT

This Agreement shall take effect 1 July, 2009, and continue in full force and effect through 30 June, 2011.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement hereby set their hands and seals this 16th day of July, 2009.

FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT

WITNESS:

Cheryl A. Anusicki

By: Corbin Kaiser
Superintendent of Schools

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT
CAFETERIA WORKER ASSOCIATION

WITNESS:

May Ellen Daillemont

By: Sharon A. Stong
Association President

SCHEDULE A - WAGES

- A. All employees will be compensated at an hourly rate for hours worked during the school year.
- B. All new employees still actively employed twenty-six weeks from the date of hire shall receive a one-time stipend of \$75.00.
- C. During the term of this Agreement if the minimum wage is increased beyond the hourly rate of an employee, that employee shall receive five (.05) cents per hour above minimum wage.
- D. If a full-time employee has perfect attendance, an extra regular day's pay shall be paid.
- E. The last day of work for all employees assigned to the high school cafeteria will be the first day of regents. Any hours worked by the high school cafeteria staff after that date will be paid on an hourly basis from timecards. A systematic procedure based on seniority will be utilized to assign extra work.
- F. Wage Schedule 2009-10
 - 1. The following rates will be applicable:
 - a. All substitute Food Service Helper employees shall be paid eight dollars and fifty-five cents (\$8.55); ten cents (\$.10) below the probationary rate for the position.
 - b. All newly hired Food Service Helper employees shall be paid eight dollars and sixty-five cents (\$8.65) per hour.
 - c. After 26 weeks all newly hired Food Service Helper employees shall be paid eight dollars and seventy-five cents (\$8.75) per hour.
 - d. All individuals substituting for a Cook Manager shall be paid the probationary rate of thirteen dollars and thirty cents (\$13.30) per hour, or his/her regular hourly rate, whichever is the higher of the two.
 - e. All newly hired Cook Manager employees shall be paid thirteen dollars and thirty cents (\$13.30) per hour.
 - f. After 26 weeks all newly hired Cook Manager employees shall be paid thirteen dollars and fifty cents (\$13.50) per hour.
 - g. All individuals substituting for a Stock Attendant shall be paid the probationary rate eleven dollars and twenty-five cents (\$11.25), or his/her regular hourly rate, whichever is the higher of the two.
 - h. All newly hired Stock Attendant employees shall be paid eleven dollars and twenty-five cents (\$11.25) per hour.
 - i. After 26 weeks all newly hired Stock Attendant employees shall be paid eleven dollars and forty cents (\$11.40) per hour.
 - j. The rate for the Food Service Helper assigned to directly assist the School Lunch Manager shall be ten dollars and twenty cents (\$10.20) for an individual newly hired after July 1, 2009 and assigned to this position.
 - 2. All permanent cafeteria workers hired prior to July 1, 2009 shall receive an increase of three and three-quarters percent (3.75%) from the 2008-09 rate.

Schedule A –(con't.)

3. Catering- Cafeteria Workers performing catering duties outside the normal work schedule, as assigned by the School Lunch Manager, shall be paid sixteen dollars (\$16.00) per hour for those duties.

4. Longevity Increase

| <u>Years</u> | <u>Stipend</u> |
|--------------|----------------|
| 6-10 | \$.10 per hour |
| 11-15 | \$.10 per hour |
| 16-20 | \$.10 per hour |
| 20-25 | \$.10 per hour |
| over 25 | \$.10 per hour |

Longevity increases are based on continuous years of employment and are awarded on a cumulative basis.

G. Wage Schedule 2010-11

1. The following rates will be applicable:
 - a. All substitute Food Service Helper employees shall be paid eight dollars and sixty-five cents (\$8.65); ten cents (\$.10) below the probationary rate for the position.
 - b. All newly hired Food Service Helper employees shall be paid eight dollars and seventy-five cents (\$8.75) per hour.
 - c. After 26 weeks all newly hired Food Service Helper employees shall be paid eight dollars and ninety cents (\$8.90) per hour.
 - d. All individuals substituting for a Cook Manager shall be paid the probationary rate of thirteen dollars and fifty cents (\$13.50) per hour, or his/her regular hourly rate, whichever is the higher of the two.
 - e. All newly hired Cook Manager employees shall be paid thirteen dollars and fifty cents (\$13.50) per hour.
 - f. After 26 weeks all newly hired Cook Manager employees shall be paid thirteen dollars and seventy-five cents (\$13.75) per hour.
 - g. All individuals substituting for a Stock Attendant shall be paid the probationary rate eleven dollars and forty cents (\$11.40), or his/her regular hourly rate, whichever is the higher of the two.
 - h. All newly hired Stock Attendant employees shall be paid eleven dollars and forty cents (\$11.40) per hour.
 - i. After 26 weeks all newly hired Stock Attendant employees shall be paid eleven dollars and sixty cents (\$11.60) per hour.
 - j. The rate for the Food Service Helper assigned to directly assist the School Lunch Manager shall be ten dollars and thirty cents (\$10.30) for an individual newly hired after July 1, 2010 and assigned to this position.

2. All permanent cafeteria workers hired prior to July 1, 2010 shall receive an increase of three and three-quarters percent (3.75%) from the 2009-10 rate.
3. Catering- Cafeteria Workers performing catering duties outside the normal work schedule, as assigned by the School Lunch Manager, shall be paid sixteen dollars and fifty cents (\$16.50) per hour for those duties.

5. Longevity Increase

| <u>Years</u> | <u>Stipend</u> |
|--------------|----------------|
| 6-10 | \$.10 per hour |
| 11-15 | \$.10 per hour |
| 16-20 | \$.10 per hour |
| 20-25 | \$.10 per hour |
| over 25 | \$.10 per hour |

Longevity increases are based on continuous years of employment and are awarded on a cumulative basis.

APPENDIX A

OCCUPATIONS

Cook Manager

Food Service Helper

Stock Attendant

