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CAF/4857

AGREEMENT
BETWEEN THE
COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT
AND
SCHOOL DISTRICT FOOD SERVICE EMPLOYEES
ASSOCIATION



RECEIVED 12/8/09

JULY 1, 2009 THROUGH JUNE 30, 2012

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INTRODUCTION

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee's Fair Employment Act), to encourage and increase harmonious working relationships between the Cossackie-Athens Central School District (hereinafter referred to as the "Employer") and its food service employees represented by the Food Service Employees Association (hereinafter referred to as the "Association") and to enable the food service personnel to participate in and contribute to the development of policies for the school district, this agreement between the Employer and the Association has been mutually drawn up and agreed upon.

ARTICLE 1 - Recognition of Employee Organization

The Employer recognized the Food Service Employees Association as the exclusive representative of collective negotiation of all food service employees of the district, except the School Lunch Manager and Cashier. The Association shall have unchallenged representation status of the maximum period permitted by law on the date of execution of the agreement.

ARTICLE 2 - Negotiation Procedures

- A. The Employer and the Association shall enter into good faith negotiations over a successor agreement no later than March 1 of the calendar year during which this agreement expires.
- B. Negotiations shall be conducted by a team representing the employer and a team representing the Association.
- C. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the Employer and the Association.

ARTICLE 3 - Working Hours

- A. Hours of work shall be set by the appropriate supervisory personnel and may be changed or varied to meet certain needs.
- B. When an employee expects to be absent from work, she should report such information to the School Lunch Manager or duly authorized person the previous evening, or by 8:00 a.m. of the day in order that a substitute may be obtained to handle the job.

When a cook expects to be absent from work, she shall notify the School Lunch Manager and arrange to have a Food Service Helper to assume the responsibility, by rotation, and to obtain a substitute.

ARTICLE 4 - Working Conditions

- A. An employee may be transferred from one cafeteria to another, either temporarily or permanently, as conditions dictate. Employees shall be given the opportunity to discuss such proposed transfers with the appropriate supervisory personnel.
- B. Regularly-employed food service staff members shall wear a clean uniform and proper, well-fitted shoes, preferably white.

ARTICLE 5 - Retirement Age and Benefits

- A. Employee retirement age shall be in accordance with School Board Policy and Article 14A of the N.Y.S. Retirement and Social Security Laws.
- B. The Employer shall grant eligible Food Service Employees the Opportunity to join the New York Employees Retirement System and shall provide for them the provisions and benefits of the Retirement Plan currently in effect.

ARTICLE 6 - Health Insurance

- A. An employee may elect to enroll in the Health Insurance Plan provided by the Employer, subject to the following conditions:
 - 1. Eligibility for enrollment will be open to any employee covered by the terms of this agreement.
 - 2. A new employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment. Application must be completed within 90 days of initial date of employment.
 - 3. A new employee who fails to enroll within 90 days of initial employment will be eligible to enroll as a "late enrollee" effective only on July 1st of any given year.
 - 4. If the spouse of an employee terminated health coverage through another group, or, if the spouse of an employee of a firm which has Commercial Insurance Coverage leaves the employment of that firm provided that the spouse's firm provides a written statement indicating that employment and health insurance benefits have terminated, such employee shall be eligible for enrollment or change in type of enrollment effective the first day of the month following the date of application, provided the application is made within 90 days of such termination.

5. An enrollee's health insurance coverage will terminate at the end of the month in which her employment with the school district terminates.
6. An enrollee may continue coverage during an unpaid leave of absence.
7. Coverage through the school district group will be available, upon written request, district, to the dependent survivor of an enrollee who dies while employed by the district, with the full monthly cost of coverage to be paid by the survivor.
8. An employee may elect to enroll in the Capital District Physician's Health Plan (CDPHP) or any other HMO offered by the District, as an option to the basic Health Plan provided by the employer, subject to the rules and regulations governing HMO.
9. The full cost of health insurance coverage will be borne by the enrollee.

ARTICLE 7 - Uniform Allowance

- A. The Employer shall pay each regular Food Service Unit employee \$175 annually through payroll by October 1st of each year. This Uniform Allowance will be taxable income to the employee and reported on the employee's W-2. New employee(s) shall receive the uniform allowance on a prorated basis at 1/10 per month of employment.

ARTICLE 8 - Wage Rates and Payment of Wages

- A. The wages of food service employees shall be paid bi-weekly from September through June, according to a payroll schedule set by the Superintendent of Schools each year. Payment shall be based on the 180 days times the employee's daily hour assignment times the employee's hourly rate. Each bi-weekly check shall be based on the Election of Payment of Compensation as follows:
 1. Election of Payment of Compensation
 - a. A unit member employed on a 10 month basis shall have the option to be paid over September to June based on twenty-six pay periods or twenty-two pay periods.
 - b. Election to Receive Compensation Over Twenty Six Pay Periods
 1. If an employee elects to receive his/her compensation over twenty-six periods, he or she must complete an Election To Receive School

District Compensation Over Twenty Six Pay Periods Rather Than Twenty Two Pay Periods For Compliance With Section 409A of the Internal Revenue Code and Department of Treasury Regulation Section 1.409A-2(a)(14) form prior to the first day of the school year in which the unit member is paid. The election form is attached as Appendix A.

2. The election for the payment of compensation over twenty-six pay periods is irrevocable once the school year begins.
3. The election may be changed after the entire school year is completed.
4. The election will remain in place until the unit member elects to change it.
5. If the unit member wants to change the election receive compensation during the school year (September to June) over twenty-two pay periods, he/she must notify the school district, in writing, of his/her intention to receive his/her salary during the months comprising the school year (September to June). This change must be made before the beginning of the school year to which the change applies.

B. The following hourly rates shall be paid effective September 1st of each year:

TITLE	2009-10	2010-11	2011-12
<u>Cooks</u>			
Beginning Rate	\$13.02	\$13.41	\$13.81
1-5 years of service	\$14.73	\$15.17	\$15.63
6 th year or more	\$15.31	\$15.77	\$16.24
11 th year or more	\$15.47	\$15.93	\$16.41
16 th year or more	\$15.71	\$16.18	\$16.67
21 st year or more	\$15.94	\$16.42	\$16.91
<u>Assistant Cooks</u>			
Beginning rate	XX	XX	XX
1-5 years of service	XX	XX	XX
6 th year or more	XX	XX	XX

11 th year or more	XX	XX	XX
16 th year or more	\$15.13	\$15.58	\$16.05
21 st year or more	\$15.36	\$15.82	\$16.29

Food Service Workers

Beginning rate	\$11.88	\$12.24	\$12.61
1-5 years of service	\$13.60	\$14.01	\$14.43
6 th year or more	\$14.15	\$14.57	\$15.01
11 th year or more	\$14.33	\$14.76	\$15.20
16 th year or more	\$14.56	\$15.00	\$15.45
21 st year or more	\$14.78	\$15.22	\$15.68

An employee must be hired by February 1 and complete 5 months of service to be credited for one year of service at September 1st.

Effective July 1, 2006, the classification as Assistant Cook will be eliminated through attrition of the one current employee appointed to that title.

C. Substitutes

Employees who substitute to a higher level shall be paid at the rate appropriate for their length of service on the schedule for the area substituted.

Substitutes for School Lunch Manager will be paid \$1.00 per hour over employee's rate.

The rate for a Substitute Food Service Worker will be established by the Board of Education. The rate effective April 3, 2003 will be \$8.00 per hour. Substitutes hired prior to April 3, 2003 will continue to be paid \$8.95 per hour for the life of this contract.

D. When employees are called in to work and schools are closed due to emergency conditions, employees shall be guaranteed a minimum of 2 hours work to be assigned by the supervisor.

E. (1.) If a food service helper is transferred temporarily to another cafeteria requiring her to work fewer hours daily than she normally works in her regular assignment, she will be paid for the number of hours normally worked daily in her regular assignment.

(2.) If a temporary or permanent opening occurs, it will be offered to regular food service employees first.

(3.) Transfers approved under #2 above shall be compensated at the rate and hour appropriate for the open position.

F. An annual meeting of all Food Service employees and Central Administration will be

held to discuss working conditions and other concerns. Food Service employees will be paid for time spent in meeting.

- G. Food Service Employees will be paid at an hourly rate equal to the step and schedule appropriate for their individual years of service and the type of work to be performed, for kitchen work or cooking; plus a 50 cent per hour premium when assisting outside organization using the cafeterias after regular working hours. These rates will be charged to the organizations as standard "banquet rates."

Organizations must request workers through the School Lunch Manager. The School Lunch Manager will make every effort to assign personnel within the building on a rotating basis.

- H. All vacancies for regular positions will be posted, and seniority will be reviewed when hiring.

ARTICLE 9 - Paid Leave

- A. Effective September 1, 2002, each food service employee should be credited with 4 work units of paid leave per year. This leave may be used as personal illness, personal business, or any other absence approved in advance by the Superintendent, or the Superintendent's designee

Effective September 1, 2008, each food service employee will be credited with three (3) personal illness days.

Personal illness leave and paid leave will be accumulated separately but together will not exceed 23 total days at the end of any contract year.

- B. Effective July 1, 1999, each food service employee shall be credited with three(3) working days of bereavement leave annually for death in the immediate family. Immediate family shall be defined as: children, parents, grandparents, siblings, of either the employee or their spouse, or any other permanent members of the employee's household. Bereavement leave is non-cumulative from year-to-year, and is not subject to the payment of unused leave clause.

ARTICLE 10 - Effect of this Agreement

- A. This agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement. Before the Employer adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the term of this agreement and which has not been

proposed by the Association, the Employer shall notify the Association in writing that it considered such a change. The Association shall have the right to negotiate such items with the Employer, provided that it files such a request with the Employer within five school days following receipt of this notice. Negotiations concerning proposed amendment to this agreement shall proceed in accordance with the provisions of Article 2, Sections B and C of this agreement, Amendments to this agreement shall take effect at such time as may be mutually agreed upon.

- B. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and considered part of the established policies of the Employer.
- C. Any individual arrangement, agreement or contract between the Employer and an individual employee, previously executed, shall be subject to and consistent with the terms and conditions of this Agreement and any future individual arrangement, agreement or contract shall be expressly made subject to and consistent with the terms of this and subsequent agreements.
- D. If any provision of this agreement or any application of the agreement to any food service employee or group of food service employees shall be found contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in force and effect.
- E. Copies of the Agreement shall be prepared at the expense of the Employer and distributed to all food service employees presently or hereafter employed.
- F. The contract shall be updated for correct titles, and existing procedures. This shall be accomplished by a committee of two food service employees, the food service director, and a designee of the Superintendent.

ARTICLE 11 - Implementation of 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 FUND THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- A. During the term of this agreement and for the purpose of this article until a successor agreement is executed, each member of the Food Service Employees Association employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year or term or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term or the last day preceding such vacation period, holiday recess or other school recess that his services will not be resumed at the commencement of the aforesaid ensuring academic year or term, or period immediately following such holiday vacation or recess.
- B. It is understood and agreed that subject to the specific provision of this Article relating to continuation of services, the provisions of this Article are not intended to nor shall same be construed:
- (1.) To deprive any member of the Food Service Employees Association employed by the District legal employment rights that such employee possesses in the absence of this Article.
 - (2.) To deprive the District of any legal rights to terminate at any time any employee of the aforesaid unit that the District possesses in the absence of this Article.

ARTICLE 12 - Duration of Agreement

This Agreement shall become effective as of July 1, 2009, and shall continue in effect through June 30, 2012, subject to amendment in accordance with the provisions of Article 10, Section A of this Agreement.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives on this _____ day of July, 2009.

For Food Service Employees Association:

For School District

President

Chief School Officer

APPENDIX A
COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT

ELECTION TO RECEIVE SCHOOL DISTRICT COMPENSATION OVER TWENTY SIX PAY PERIODS RATHER THAN 22 PAY PERIODS FOR COMPLIANCE WITH SECTION 409 A OF THE INTERNAL REVENUE CODE AND DEPARTMENT OF TREASURY REGULATION SECTION 1.409A-2(a)(14)

***** (This election applies to school years that begin in 2008 and beyond.) *****

The election below is intended to meet the requirements of the Department of Treasury Regulations Section 1.409A-2(a)(14). If a school employee wishes to receive his or her

salary over twenty six pay periods versus twenty two pay periods, this election form must be completed prior to the first payroll of the school year to which it applies. Failure to complete and submit this form will result in the employee being paid over a twenty two pay schedule as described in Plan #1.

ELECTION

You are asked to make a selection as to the type of payroll plan you desire for the current school year and thereafter. There are two choices as follows:

Plan 1 – Gross annual salary will be paid in 22 bi-weekly payments from September through June.

Plan 2 - Gross annual salary will be paid in 26 installments, paid bi-weekly from September through June and five twenty-sixths (5/26) of the gross annual salary paid on the final payroll in June.

I _____(print name), elect to receive my school year compensation under **Plan #2** as described above, instead of over 22 pay periods as described in Plan #1 above. My election is made and effective this ____ day of _____, (month) _____(year). **This date must be earlier than the first day of the school year for which the school employee is paid.**

I understand that my election is irrevocable **once** the school year begins. It may be changed after the entire school year is over. However, I further understand that my election will remain in place until I elect to change it. If I want to change my election and begin to receive my compensation during the school year over 22 pay periods, I must notify the school district, in writing, that I wish to change prior to the start of the next school year.

Date: _____ **Signed:** _____

Regardless of the payroll plan chosen, health, dental, and drug insurance deductions are made over 22 pays commencing with the first pay in June and continuing from September through May. If you choose to participate in the Cafeteria Plan, your deduction will be made over 22 or 26 pays, depending on the payroll plan you choose above.