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COPY

JAMESVILLE-DEWITT CENTRAL SCHOOL
DEWITT, NEW YORK 13214

MEMORANDUM OF AGREEMENT
BETWEEN
JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
AND
SCHOOL LUNCH UNIT

EFFECTIVE DATE: JULY 1, 2011– JUNE 30, 2013

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ARTICLE I: TERMS OF EMPLOYMENT

SECTION 1: Assignment

- A. Cafeteria personnel shall work each day that school is in session subject to adjustments as deemed appropriate by the School Business Official.
- B. Hours for employment for each employee shall be fixed within each school building and shall be determined by the employer on an annual basis.
- C. Minimum staffing at the K-4 level shall consist of one (1) Cook/Manager and one (1) Food Service Helper (FSH).

SECTION 2: Retirement

- A. Membership in the NYS Employees' Retirement System is mandatory for all full-time, ten-month employees.
- B. Membership in the NYS Employees' Retirement System for any employee working less than full-time is optional.

SECTION 3: Paid Holidays

All employees, regardless of assignment, shall receive ten (10) paid holidays during the school year:

Columbus Day	New Year's Day
Thanksgiving	Martin Luther King Day
Day after Thanksgiving	Good Friday
Christmas	Memorial Day
Veterans' Day	Presidents' Day

SECTION 4: Uniforms

- A. Each part-time employee will be provided with uniforms or an allowance of \$110 per year. Each full-time employee will be provided with uniforms or an allowance of \$175 per year. The allowance can be spent on either shirts or pants or shoes. The Food Service Director reserves the right to determine the allocation to insure proper attire.
- B. The employee shall be responsible for the cleaning and upkeep of the uniforms.

SECTION 5: Health Insurance

- A. For the duration of the Agreement, Health Insurance benefits shall be:

Family Coverage: 85% / 15%
Individual Coverage: 85% / 15%

- B. Prescription Drug Coverage will be provided via a three-tier co-payment structure as follows:

Tier 1 – Generic	\$10
Tier 2 – Preferred Brand	\$20
Tier 3 – Non-Preferred Brand	\$35

- C. Employees must work twenty (20) or more hours per week on a regular basis to be eligible.
- D. Deductibles \$100 / \$300
- E. The employer shall contribute at the same dollar level for those employees who elect an HMO health insurance provider as it contributes for those employees with Blue Cross Blue Shield coverage.

SECTION 6: Dental Insurance

- A. The Employer agrees to offer a Dental Plan to employees and their dependents.
- B. The plan shall be the Blue Cross Blue Shield Prime Blue Dental Plan, or equivalent.
- C. Employees must work 20 or more hours per week on a regular basis to be eligible.
- D. During the duration of the Agreement, the employer agrees to continue Dental Insurance contributions at:

Individual Coverage: 75% / 25%
Family Coverage: 50% / 50%

SECTION 7: Disability Insurance (Income Protection)

- A. The employer agrees to provide an Income Protection Policy to cover totally disabled employees at no cost to the employee.
- B. Coverage will provide 60% of basic income after ninety (90) calendar days and exhaustion of sick leave.

SECTION 8: Leaves

- A. Sick Leave for Full-Time Employees
1. An employee, while on the payroll, will earn one (1) day per month for personal illness; unused sick days are cumulative up to a maximum of 240 days.
 2. An employee, while on the payroll, will earn five (5) days per year for death or illnesses in the immediate family; unused days are cumulative to sick leave.

3. A total of A.1. and A.2. above is fifteen (15) days per year, for ten (10) month employees, proration as may be necessary.

B. Sick Leave for Part-Time Employees

Effective July 1, 2011, an employee will be granted four (4) prorated sick days for personal or family illness and unused sick days may accumulate

C. Personal Leave for Full-Time Employees

An employee, while on the payroll, will earn two (2) days per school year. Approval is required from the School Business Official prior to taking personal leave.

D. Personal Leave for Part-Time Employees

Effective July 1, 2011 part-time employees will be entitled to one (1) personal day and unused days are accumulated to sick leave.

Personal days in part 8.C. and 8.D. above may not be taken the day before or the day after a school vacation or holiday for the purpose of extending a school vacation or holiday. In the event that a personal day is needed at the time, the employee is to provide the employer with the reason for the use of the personal day at that time. The use of the day at that time is subject to approval of the Business Official.

E. Unearned Vacation

Unearned vacation or leave without pay will be considered as any other unauthorized absence.

F. Unused Leave Days

Unused leave days in Section 8.A. and 8.B. above are cumulative to a maximum of 240 days.

G. Physician's Statement

The District may require a statement from a physician for an employee absent from work for five (5) or more consecutive work days.

SECTION 9: Workers' Compensation:

A. All "on-the-job" injuries must be reported within 24 hours to the appropriate supervisor.

B. If lost time results from a compensable "on-the-job" injury, the school district will compensate the employee at full pay for a maximum of thirty (30) days in any one school year and such days as used will be charged to employee's accrued sick days.

- C. An employee with fewer than thirty (30) accrued sick days shall be turned over to the insurance carrier upon the exhaustion of the employee's sick days and placed on leave without pay by the school district.
- D. An employee absent more than thirty (30) days in any one school year, or more than ten (10) consecutive work days, may be removed from the employer's payroll and placed on an "injured leave without pay" list. In this event, the employee would be compensated in accordance with existing rules and regulations by the Worker's Compensation Insurance Carrier.
- E. Sick days will be restored to the employee in full at the time when the carrier reimburses the School district.

SECTION 10: Retirement Benefits

A. Health Insurance Benefit

1. A unit member at retirement, with a minimum of ten (10) consecutive years of service with the Jamesville-Dewitt CSD, may continue in the Health Insurance Program provided that he/she actually and officially retires as per the requirements established by the NYS Employees' Retirement System. All employees hired after July 1, 2008 must have fifteen (15) years of service to qualify for the health and sick leave benefits. All employees hired after July 1, 2011 must have twenty (20) year of service to qualify for health and sick leave benefits.
2. For a unit member that retires prior to June 30, 2013, the District agrees to contribute at the same rate as paid the last year of active employment.
3. A surviving spouse may continue coverage in accordance with the provisions of COBRA.

B. Unused Sick Days at Retirement

For full-time food service employees retiring on July 1, 2005 or after, the following choices would be offered for the use of unused sick days:

Option A: The employer agrees to compensate the employee, at retirement, for unused sick days at a rate of \$25 per day up to a maximum of 240 days.

Option B: Upon retirement, the District will utilize the employee's unused sick days to maximize the benefit for the employee under Section 41-j. A unit employee may convert all unused accumulation that is not utilized under Section 41-j of the NYSERS to a cash stipend at the rate of \$30 per day.

SECTION 11: Job Postings

Employees covered under this agreement will be eligible to apply for positions posted within the District. The District will post all open positions in the District for a five (5) day period.

Once a posting has been made and an employee bids on the posted job, the employee will be interviewed for the position. Following the interview, the employee will be informed of his/her candidate status. The District will not interview any external candidates until this process is complete.

This section in no way limits management's right to consider an applicant for a position who is currently not an employee of the school district.

SECTION 12: Wages

- A. Effective July 1, 2011, the District Cook Manager, Building Cook Managers and Cook I on the payroll as of June 30, 2011 shall receive a salary adjustment of \$1.00 per hour. In addition they will receive a salary increase of \$1.00 per hour. All Food Service Helpers on the payroll as of June 30, 2011 shall receive a salary adjustment of \$.50 per hour. In addition, they will receive a wage increase of \$.50 per hour.
- B. Effective July 1, 2012, each returning District Cook Manager, Building Cook Managers and Cook I shall receive a salary adjust of \$.50 per hour and all returning Food Service Helpers shall receive a salary adjustment of \$.25 per hour.
- C. Any new employee hired during the term of this agreement shall be paid on the following schedule:

	<u>07/01/11</u>	<u>07/01/12</u>	
District Cook Manager	\$15.75	\$16.25	3.2%
Cook/Manager	\$13.00	\$13.50	3.8%
Cook I	\$12.25	\$12.75	4.1%
Food Service Helper	\$ 9.50	\$ 9.75	2.6%

Food Service Helpers who substitute for a Cook Manager will receive an additional \$1.50 per hour. However, a Food Service Helper in a substitute role cannot earn more than the lowest paid Cook Manager. Should a promotion occur, the employee will earn the starting rate or a \$1.50 per hour more than their current rate, whichever is higher.

The District Cook Manager, Cook Managers and Cook I will be paid in twenty-one (21) equal bi-weekly payments calculated as per attached calendar.

All Food Service Helpers will be paid per hour by filling in a time sheet.

Extra duty pay will be paid for any hours worked after regularly scheduled work day or on weekends or other days not included on the work calendar attached. The rate for all extra duty pay will be \$15.00 per hour and paid by the third party at conclusion of event.

Members must attend orientation, awareness, in-service or training meetings in accordance with local, state or federal requirements regarding employee or student health, safety or welfare. These meetings may be held outside the normal workday with pay.

Longevity

Employees on the payroll for Jamesville-DeWitt CSD prior to July 1, 2011 and who served the District continuously for ten (10) or more years will receive additional longevity pay in September based on the following schedule:

- \$100 per year after the completion of ten (10) years
- \$125 per year after the completion of fifteen (15) years
- \$150 per year after the completion of twenty (20) years

Any employee hired after July 1, 2011 is not eligible for longevity.

SECTION 13: Work Rules

The following rules are being listed to serve as a guide for all employees' conduct. It shall be expressly understood that any violation can result in a disciplinary proceeding:

- A. Leaving one's place of work without permission from an appropriate supervisor or principal.
- B. Absence from an assigned duty without giving sufficient notice thereof to an appropriate supervisor or principal.
- C. Habitual lateness or absence without any reasonable cause.
- D. Doing personal work during regular employment hours.
- E. Willful disregard of safety rules and regulations.
- F. Interfering with the work performance of other employees.
- G. Failure to meet reasonable work standards.
- H. Intimidation or threatening of other employees.
- I. Failure to carry out reasonable orders, or insubordination.
- J. Revealing or conveying confidential information.
- K. Misrepresentation of facts in obtaining employment.

ARTICLE II: MANAGEMENT RIGHTS

It is recognized that the District retains the sole and exclusive right and authority to unilaterally manage the business of the District including, but not limited to, the right and authority to plan, introduce, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to hire, to promote to a better position; to discharge, demote, discipline or suspend with or without pay, and to maintain discipline and efficiency of employees; to determine the number of non-teaching staff; and to determine the method by which its operations are to be conducted; to determine the method of evaluation; to determine whether or not to subcontract; to determine the number and duties of employees; to discontinue or consolidate programs; to make reasonable rules and regulations pertaining to employees covered by this Agreement; and to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and direction over its organization and the facilities, methods, means and technology of performing its work.

Compliance with Laws

This Agreement does not supersede nor replace any laws, regulations or policies – including Civil Service Regulations. If any part of this Agreement is, or becomes, contrary to law, the remainder of the Agreement will not be affected.

ARTICLE III: DURATION OF AGREEMENT

This agreement shall take effect the 1st day of July 2011 and continue in effect through the 30th of June 2013.

ARTICLE IV: EXECUTION OF AGREEMENT

For the School Lunch Personnel:

Rita A. Vedsted

For the School District:

Alia Kendrick

Signed this 21st day of July, 2011.

