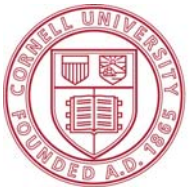

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Contract Database Metadata Elements

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

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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, 2015 through June 30, 2017

14 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"). The term of this contract shall be from August 20, 2015 through June 30, 2017.

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 **20** equal installments over the course of the school year for their base scheduled hours plus paid holidays as per contract. Time worked above the scheduled time will be paid as worked and will be submitted to the payroll department on an approved time sheet. All employees will be required to enroll and have direct deposit of their paychecks.

Paychecks will be issued on the 15th and 30th of each month. For months with less than 30 days, the second paycheck will be issued on the last day of the month. Should a scheduled pay day fall on a weekend or holiday, paychecks will be issued on the last District business day before the weekend or holiday. (This new payroll calendar is contingent on agreement with all bargaining units.)

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**

Primary Plan:

The District will offer at least one high deductible health plan (as defined in Internal Revenue Code Section 223) and the RASHP value plan, which the District will designate as the “primary plan.” The District may elect to make available other plans offered through RASHP. Notwithstanding the foregoing, the District has no obligation to offer a plan that would trigger an excise tax under Internal Revenue Code § 4980I.

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

If an employee enrolls in an alternate plan that has a higher monthly premium than the primary plan, the District contribution shall not exceed the dollar amount that it would contribute if the employee were enrolled in the primary plan at the same tier of coverage (e.g., single, two-person, employee plus dependents, family).

If an employee enrolls in an alternate plan that has a lower premium than the primary plan (e.g., high deductible health plan), the District will contribute 85% of the premium cost for the high deductible health plan (unless specified otherwise herein) and will also make a credit/contribution to the employee's HRA/HSA plan as described below.

Retiree Health Insurance

For employees hired before or on July 1, 2009, 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: (The "premium cost" in the contract shall refer to the baseline policy offered by the district.)

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

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

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.

For employees hired after August 20, 2015 employees will receive retiree health insurance for the employee only until they first become eligible for Medicare coverage or for the number of years of credited service with the district, whichever is less.

General Provisions Related to Retiree Health Coverage

For all retirees, the District will not be required to offer any health insurance plan that triggers an excise tax under Internal Revenue Code Section 4980I. Further, all retirees are required to enroll in Medicare based health plans when first eligible and the district's contribution to retiree health care shall not exceed the amount that would be due had the retiree completed their Medicare enrollment (Parts A and B).

Employees may enroll children under age 26 in their retiree health insurance plan at their own cost.

All retirees, regardless of start date, shall provide current contact information and confirm their desire to continue their insurance coverage on an annual basis.

B. **Other 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. This benefit will be prorated per section K. Pro-ration of Benefits.

Workers Compensation insurance is carried on all employees, as required by applicable laws. In the event of an accident covered by Workers 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.

C. **Health 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 will contribute as follows:

2015-16	$1,050.00
2016-17	$1,050.00

This benefit will be prorated when appropriate per section K. Pro-ration of Benefits.

Employees who are hired after the start the beginning of the school year, their HRA contribution will be prorated for the percent of time they work shall work during the school year. The first HRA contribution will be made following the completion of the first 60 days of work. Employees hired after August 20, 2015 shall have their HRA benefit paid semi-annually.

An employee who otherwise qualifies to enroll in the base health plan and who chooses to enroll in a plan with a lower annual premium will pay the same percentage contribution they would normally make, but the district will contribute one half of the annual net savings into the employee's HRA or HSA or use as a credit for the insurance premium, as allowed by law.

Under the Patient Protection and Affordable Care Act, unit members who do not have health insurance with the District and do not have any other qualifying health insurance are not permitted to receive the HRA monies. The District and the Association agree those unit members will receive a stipend in an amount of $1,050.00. This stipend shall be paid as a separate check, with appropriate taxes deducted, in the September 15th payroll of that school year.

Unit members who are entitled to receive HRA contributions from the District, but may not receive the money under the Patient Protection and Affordable Care Act, are the only eligible unit members who may receive this alternative method of money. This is not a voluntary election for unit members.

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)

Permanent employees who qualify for holidays and then have their hours reduced, but maintain continuous employment as a Food Service employee will continue to receive full holiday pay even if their hours are reduced below 6 hrs per day.

H. **Paid Leaves of Absence**

(l) 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. A request to use personal days after May 20th shall be preapproved prior to May 15. 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. Unused personal days will be converted to sick days in the following school year.

(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**

(l) 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 (l/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**

Unit members will be paid their normal wages for time attending regular conferences or trainings that are approved by the Food Service Director. Members will be reimbursed for mileage at the Board of Education approved rates in effect at the time of the travel from HF-L to the training or to the employee's home, whichever is less.

K. **Pro-ration of Benefits**.

For all new members of the unit hired after this contract is ratified, employee HRA Benefits and Life Insurance Benefits shall be prorated based on their FTE assignment

ARTICLE V - SALARIES AND WAGES

A. **Starting Wages**

The starting wages for the duration of the contract are as follows

	2015-16	2016-17
Food Service Helper	$9.00	$9.00
Cook / Manager	$12.00	$12.00
Central Kitchen Manager	$12.50	$12.75

B. **Wage Increases**

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. The District will offer the following raises to employees:

- For the 2015 – 2016 school year, employees will receive a raise of 2% + $0.10, retroactive to July 1, 2015.
- For the 2016 – 2017 school year, employees will receive a raise of 2% + $0.12.

C. **Annual Wage Bonus Plan**

If the Food Service operation finishes the year with a profit, the district will allocate 50% of these profits to a up to a maximum of **1.25%** of the wage pool as a performance bonus to be paid in a single payment. Any dollars included in this wage pool from $20 to the maximum amount will be paid in a separate check at the next payroll following the completion of the District's annual audit. The financial statement audited by the Board Approved Accounting firm shall be used for calculating the profit of the food service operation.

D. **Six-Month Salary Review**.

A new bargaining unit member shall be reviewed at the end of six (6) months of employment, at which time the District may in its sole discretion adjust the salary of said employee.

E. **Overtime**.

Overtime is granted upon prior approval of the Food Service Director and the Business Manager to bargaining unit members at one-and-a-half times their regular pay. Overtime is considered to be any time in excess of 40 hours per week.

F. **Shift Differential**.

A shift differential of $2.00 per hour will be paid to any School Lunch employee who is required to work any weekend or past 4:00 on weekdays. The district will grant a shift differential for event work after the end of the normal work day, excluding work related to preparing or serving student meals or after school snack, commencing with the preapproved start time. The amount of this shift differential is $7.00 per hour. A unit member cannot be eligible for both overtime and shift differential. The summer hourly rate of pay for unit members during the period of July 1 through September 1 for special events will be their regular hourly rate plus $2.00 per hour. Items exempt from the summer rate include staff training and all work related to preparing student meals.

G. **Staffing of Temporary Openings**.

Any unit member who fills a temporary position for more than ten (10) consecutive days will be given an additional 50 cents per hour, the maximum pay rate not to exceed the salary of the employee being replaced.

H. **Uniform Allowance**.

Each unit member will be granted a uniform and shoe allowance of $80.00 per year. However, all uniform and shoe expenses must be submitted by October 31 of each year. For employees hired after the start of the school year, the annual uniform allowance amount must be claimed within 60 days of hire. The Director of Food Service will provide two shirts per years and will establish guidelines for what type, style, and color of uniforms and shoes may be purchased.

ARTICLE VI - GRIEVANCE PROCEDURE

A. A grievance is a claim by a bargaining unit member or a group of unit members that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.

B. The grievant will first take the matter up informally and in writing with his/her immediate supervisor. The grievant may be accompanied by a representative of his/her choice. Such informal contact must be made within twenty (20) workdays of the event or occurrence giving rise to the claimed grievance. Within five (5) work days after written grievance is presented to the supervisor, he or she shall without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee.

C. After the supervisor's written response, and if the majority of the members of the Association present at a meeting find the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools from the President of the Association within the next 15 work-day period. Information as to the nature of the grievance and its resolution shall be available to the Association.

D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the President of the Association to the President of the Board of Education at the District Office within the next 10 work-day period. The Board of Education shall hold a hearing on the grievance within the next 30-day period. Within 10 work days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) work days after receiving the Board of Education's decision.

F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.

G. Each party shall be responsible for costs of its own representation and presentation and the parties shall share equally arbitrator's fees and cost of the meeting room, if any.

H. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by a mutual agreement in writing upon notice to all parties of interest. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

I. In the event a grievance is filed on or after June l, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

ARTICLE VII - EVALUATION AND JOB SECURITY

A. **Evaluation**

(l) The work performance of all unit members shall be evaluated annually by their immediate supervisor under the supervision of the appropriate administrator.

(2) Unit members shall, upon request, be given a copy of any evaluation report prepared by their 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**

(l) 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. All job openings will be posted on the District's job posting system (e.g. OWR) and the Unit President will be notified of the posting.

(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 affect 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, 2012 through June 30, 2015. 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.
4. Copies of the final agreement shall be distributed to all unit members on the first day of school in September, or four weeks after its execution, whichever date is later. Unit members who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract. The employer will supply the Association President with 25 additional copies of the agreement.

IN WITNESS WHEREOF, we hereunto set our signatures:

_____	_____
Mr. Gene Mancuso, Superintendent, on behalf of the Honeoye Falls-Lima Central School District	Kellie Geiger, Association President, on behalf of the Honeoye Falls-Lima School Food Service Association
_____	_____
Date	Date