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#### Contract Database Metadata Elements

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NYS PUBLIC EMPLOYMENT  
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**OFFICE OF THE CHAIR**

**CARMEL CENTRAL SCHOOL DISTRICT**

**A CONTRACT**

**BETWEEN**

**CAFETERIA ASSOCIATION**

**AND**

**CARMEL BOARD OF EDUCATION**

July 1, 2017 to June 30, 2020

7/1/17 - 6/30/20

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## **PREAMBLE**

The Carmel Central School District, hereafter referred to as the "Employer" and the Carmel Cafeteria Association, hereafter referred to as the "Association," in recognition of the Public Employees' Fair Employment Act (Taylor Law) desires to promote a harmonious and cooperative relationship between the Employer and the Employees covered under the terms and conditions of this Agreement.

## **ARTICLE I AGREEMENT**

This Agreement between the Employer and the Association shall take effect on the 1st day of July 2017, and shall remain in effect until the 30th day of June 2020.

The Employer hereby recognizes the Carmel Cafeteria Association as the sole and exclusive Bargaining Agent for all employees working in the following job classifications: Cook Manager, Food Service Handler, Food Service Handler II, Head Cashier, or for any newly established job classification for which a "community of interest" can be determined.

## **ARTICLE II- NEGOTIATIONS**

### **A. Opening Negotiations**

The Cafeteria Association shall submit to the Superintendent of Schools a written request to begin negotiations. Such request shall be made between January 20th and February 1st of the school year in which the contract terminates. The Superintendent of Schools shall agree to meet within fifteen (15) days after receipt of the request or as soon as possible thereafter. The first session will be to establish negotiating procedures in addition to substantive negotiations.

## **ARTICLE III WORKING CONDITIONS**

### **A. Covered Employees**

All employees working in job classifications as stipulated in the recognition clause shall be subject to the terms and conditions of employment as contained in this Agreement.

Full-time Employees -An employee working five or more hours per day on a regular schedule shall be considered as full-time employees.

Part-time Employees -An employee working less than five (5) hours per day shall be considered a part-time employee.

New or Replacement Positions in the event the District creates a new position or in the event a vacancy exists, the District shall fill such positions with a full-time or part-time employee, as may be applicable.

### **B. Workweek**

The normal workweek for an employee when school is in session shall be five (5) days, Monday Friday. The number of hours of work, on a daily basis, shall be assigned by the Director of Food Services. In the event that a scheduled contract day is converted to a non-contract day (ie. a ½ day that was not originally on the school calendar) the effected unit members shall have 30 contract days to make up the missed hours. If the unit member fails to make up the hours their pay shall be reduced by the number of hours they did not complete. Any employee assigned by the employer to a temporary position outside their normal duties for ten (10) consecutive meal service days shall be paid beginning at day eleven (11) and retroactive to day one (1) at the prevailing hourly rate for that position, step 2, except that in no event shall the new rate be less than the prior hourly rate of pay. Employees shall not be rotated out of a temporary assignment to avoid payment of the higher rate.

When a school is open for a half day, and lunch is not served, the Director of Food Services will consult with the full-time food service workers in each building to determine if there is sufficient



work for full-time workers that day. If there is insufficient work, the full-time food service workers can utilize a personal day if one is available. They must apply for that personal day in the usual manner.

If it is determined that there is insufficient work on a day that school is open for a half day, and lunch is not served, part-time food service workers can utilize their personal days if one is available.

Four weeks or more before the end of the school year, all food service workers assigned to the high school shall notify the Director of Food Services if they are interested in working the final week of school in any of the other buildings. Those employees that are interested, and notify the Director of Food Services shall have the right of first refusal to work any available hours, including those assigned to a substitute food service position. The Director of Food Services shall notify employees of any assignments made for the final week of school in a timely fashion.

Days when school is open only for exams and no lunch is served, will not be work days unless a worker is asked to report for work by the Director of Food Services.

Reasonable efforts shall be made to give an employee 24 hours notice if reassigned to another school.

#### **C. Term of Employment**

Each employee within the Bargaining Unit shall be given a letter of assurance by June 1 of each school year. Employees must return signed letters to the Personnel Office before the end of that school year.

1. All Cafeteria Association employees are considered to be school year employees.
2. All Cafeteria Association employees shall work on days when school is in session except for authorized absences.
3. Substitutes will not receive a letter of assurance.
4. The Employer reserves the right to assign hours and work locations when the assignment is deemed to be in the best interest of the School District.
5. The work day for purposes of calculating sick leave, personal leave, holiday pay, longevity pay or any other economic benefit, shall be based on the employee's normal work day. Additional hours worked due to an established rotation or employee absences shall not be construed as normal work hours.

#### **D. Pay Period**

Employees shall be paid on a bi-monthly basis. The payroll check or pay stub shall state gross earnings, deductions, and net pay. Any questions concerning an individual's earnings will be directed to the Director of Food Services for clarification and/or adjustment.

Employees shall receive their wages in equal paychecks beginning with the first regular pay period in September through the last regular pay period in June. Payments will be based on the school calendar of the school that the employee works at, plus twelve (12) paid holidays for full-time employees and plus ten (10) paid holidays for part-time employees. Days worked in excess of the school calendar of the school that the employee works at, will be paid at the regular hourly rate for the employee. The payroll check or pay stub shall state: gross earnings, deductions, and net pay. Whenever school shall not be in session on payday, the school day prior to such day shall be the payday. Any questions concerning an individual's earnings will be directed to the Director of Food Services for clarification and/or adjustment. The Director of Food Services and the Union President shall meet to discuss any changes to the school calendar that result in the elimination of a scheduled breakfast and/or lunch service.

Effective July 1, 2008, all bargaining unit members shall be paid by electronic deposit.

#### **E. Wages**

All unit employees shall have their hourly wages adjusted according to the hourly wage schedule

**Food Service Handlers**

<b>Step</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
1	12.46	12.67	12.89
2	12.98	13.20	13.42
3	13.50	13.73	13.96
4	14.00	14.24	14.48
5	14.52	14.77	15.02
6	15.04	15.30	15.56
7	15.57	15.84	16.11
8	16.07	16.34	16.62
9	16.60	16.88	17.17
10	17.12	17.41	17.71
11	17.64	17.94	18.25
12	18.14	18.45	18.76
13	18.66	18.98	19.30
14	19.18	19.51	19.84
15	19.71	20.05	20.39

**Notes:**

1. Any part-time FSH promoted to full time FSH shall be advanced one additional step on the above schedule.
2. New full-time FSH shall enter at Step 2 on the above schedule.

**Food Service Handler II**

	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
1	15.58	15.85	16.12
2	16.08	16.35	16.63
3	16.61	16.89	17.18
4	17.13	17.42	17.72
5	17.65	17.95	18.26
6	18.15	18.46	18.77
7	18.67	18.99	19.31
8	19.19	19.52	19.85
9	19.72	20.06	20.40
10	20.21	20.55	20.90
11	20.75	21.10	21.46
12	21.26	21.62	21.99
13	21.78	22.15	22.53
14	22.29	22.67	23.06
15	22.81	23.20	23.59

**Cook Managers**

Step	2017-18	2018-19	2019-20
1	20.79	21.14	21.50
2	21.38	21.74	22.11
3	21.96	22.33	22.71
4	22.55	22.93	23.32
5	23.14	23.53	23.93
6	23.72	24.12	24.53
7	24.30	24.71	25.13
8	24.89	25.31	25.74
9	25.48	25.91	26.35
10	26.06	26.50	26.95
11	26.65	27.10	27.56
12	27.24	27.70	28.17
13	27.80	28.27	28.75
14	28.39	28.87	29.36
15	28.97	29.46	29.96

Notes: Cook Managers shall receive a differential of \$1250 for the 17/18 school year, \$1271 for the 18/19 school year, and \$1293 for the 19/20 school year. The differential shall be included in the biweekly paycheck.

**Head Cashier**

Step	2017-18	2018-19	2019-20
1	15.89	16.16	16.44
2	16.41	16.69	16.97
3	16.92	17.21	17.50
4	17.44	17.74	18.04
5	17.96	18.27	18.58
6	18.48	18.79	19.11
7	19.00	19.32	19.65
8	19.51	19.84	20.18
9	20.04	20.38	20.73
10	20.55	20.90	21.26
11	21.07	21.43	21.79
12	21.58	21.95	22.32
13	22.01	22.39	22.77
14	22.62	23.01	23.40
15	23.15	23.54	23.94

**F. Prior Service**

Any newly appointed employee with prior experience in this bargaining unit, and with a minimum of 500 hours of service in the two years immediately preceding appointment, or a past-district cafeteria employee returning to Carmel Food Service employment, will enter employment at a minimum of step 2 of the then current salary schedule.

**G. Premium Time**

All employees shall be compensated at one and one-half (1 ½) times their normal hourly wage when their daily workday goes beyond eight (8) hours or their weekly total worked hours goes beyond forty (40) hours.

**H. Saturday or Sunday Work**

1. An employee required to work on a Saturday shall receive one and one-half (1½) times the regular hourly rate for authorized work actually performed.
2. An employee required to work on a Sunday shall receive two (2) times the regular hourly rate for authorized work actually performed.

**I. Other Assignments**

The employer agrees to pay premium time at the rate of one and one-half (1½) times the regular hourly rate of pay for work performed for extra curricular activities as authorized by the Director of Food Services. Under these circumstances premium time may be paid to employees who have not exceeded an eight (8) hour work day or a forty (40) hours work week. The Director of Food Services shall assign activity functions through the Building Cook Manager. An employee will work the activity assignment unless excused by prior authorization of the Building Cook Manager. Volunteers shall be sought for such functions up to ten (10) working days before that function. Thereafter, the District shall assign employees.

**J. In-service Training**

Both parties recognize the importance of in-service training courses. The employer can require one (1) mandatory meeting for all food service employees per school year of a two (2) hour duration. Unit members shall be compensated at their hourly rate of pay for the mandatory two-hour in-service training. The employee shall be compensated at their regular hourly rate of pay for any in-service courses required by the employer beyond that meeting, and the employer shall pay expenses, such as travel, meals, and lodging.

**K. Longevity**

1. All Employees shall be entitled to longevity increments, in addition to the normal wages, on an annual basis at the completion of a certain term of consecutive service, as stipulated below, with the Carmel Central School District. The date used to determine completed years of service shall include any and all immediate continuous substitute employment service prior to date of full or part time employment.
2. Longevity Payments:

	2017-18	2018-19	2019-20
After 10 years	\$1754	\$1784	\$1814
After 15 years	\$1958	\$1991	\$2025
After 20 years	\$2161	\$2198	\$2235

3. Longevity stipends shall be prorated for part-time employees working less than twenty-five (25) hours per week based on 25 hours equaling 100% of longevity payment. Longevities listed in the longevity chart are non-cumulative.

**L. Profit Sharing**

1. Additional compensation will be paid following any year in which the audited accounts of the cafeteria funds show an excess of revenues over expenditures.
2. The amount made available would be 10% of the excess of revenues over expenditures. It would be paid in the first pay period in November as a one-time payment based on the percentage of an employee's salary to the total salary for all employees in the unit who were employed during the year. Profit sharing payments to employees shall be paid to each unit member in a separate check.
3. The District and the Union shall designate up to two representatives each to meet annually within thirty (30) days of the Independent Auditor's Report being issued to discuss the calculation of profit sharing.



**M. Timekeeping**

The District shall have the right to use time clocks or sign in/sign out sheets, or a combination thereof, to record daily attendance and work hours, including overtime and premium time.

**N. Uniform Allowance**

Unit members shall be reimbursed up to \$150 per year to offset the cost of appropriate clothing. Employees must provide receipts for all purchases to be reimbursed. An employee who is retiring from their employment prior to December 31 will be entitled to one half of the uniform allowance. Receipts must be itemized and for the current school year (dated July 1 – May 30). If an itemized receipt is not available an individual must provide the tag from the item of clothing along with the non-itemized receipt. Effective 2017-2018 school year, the uniform allowance shall increase to \$175 per year. Effective for the 2018-2019 school year, the Uniform Allowance shall be available to purchase a Non-slip Work Shoe and pants allowance of \$100. In addition, the District will provide each employee with five (5) shirts and two (2) aprons at the beginning of each school year. The district will provide (when and if available) additional shirts and aprons to any employee who chooses to purchase them. In the event that the District is unable to order shirts, the allowance shall revert to the language in place for the 2017-2018 school year. Employees are required to wear appropriate clothing as specified by the Director of Food Services in consultation with the Association President. An employee who reports to work not in appropriate uniform will be asked to make the necessary changes. If not agreeable, the employee will be asked to return home and will not be paid for their contractual hours. The employee will be permitted to return home to comply with the dress code, however, the employee will not be paid for such time away from work.

**ARTICLE IV - AUTHORIZED ABSENCES**

In this section "Day" shall mean the normal number of hours worked per day by the employee.

**A. Personal Days**

1. Full-time employees shall have four (4) days per school year. Unused, cumulative to sick leave.
2. Part-time employees, excluding substitutes, shall have four (4) days per school year, cumulative to sick leave.
3. Prior application to and approval by the Building Cook Manager is required.
4. Part-time employees shall be permitted to use their personal days on a day when school is closed for snow.
5. If a personal day is to be used before or after a holiday or a planned non-contract day, the Director of Food Services may deny the request when it is deemed in the best interest of the District.

**B. Sick Leave**

1. Full-time employees as of August 31, 1979 shall have seventeen (17) personal sick days per school year cumulative up to 180 days. Days may be used for illness of an employee's immediate family, which is defined as wife, husband, child, mother, father, sister or brother, step-parent, or step-child.
2. Part-time employees shall have sixteen (16) personal sick leave days per school year, cumulative to 180 days. Days may be used for illness of an employee's immediate family, which is defined as wife, husband, child, mother, father, sister or brother, step-parent, or step-child.
3. Unit members, who by June 1 of each school year, have reached their maximum accumulation of sick leave days (180) may make a request for payment of up to two sick leave days, to be paid in their final paycheck, if such request is received in writing by the Director of Food Services, no later than June 1. Requests made to the Food Service Director by email will be sufficient to be eligible for reimbursement.

4. Medical documentation may be required for absences after four consecutive days. In order for the District to request such documentation, a pattern of abuse must be evident. Examples of abuse may include an excessive amount of Monday / Friday absences or more than two instances of absences of four or more consecutive days.

**C. Death in Family**

1. Full-time and Part-time Employees: Five (5) days due to death of a wife, husband, child, mother, father, sister, brother, step-parent, or step-child. Three (3) days due to death of mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchild or grandparent. Such is non-cumulative. In cases of suspected abuse, confirmation may be required.
2. Any absences taken with the approval of the immediate supervisor by an employee under C-I above (which concern absences for bereavement leave) in excess of the allocated days per school year will be deducted from the cumulative personal sick leave, if available. If not available, then the employee shall not be paid for any such absences.

**D. Other Authorized Absences**

1. Emergency Closings Cafeteria Employees are not expected to report for work when schools are closed because of weather or for any other reason requiring schools to be closed. Full-time employees shall receive their normal pay for such emergency closing days.
2. Emergency Closings - Late Notice -If the District fails to notify radio station WHUD or other designated stations, and does not open school, any part-time employees who have already reported to work as scheduled shall be paid two (2) hours wages or actual hours worked, whichever is greater.
3. Delayed Opening - Early Dismissals All employees shall receive their normal per diem pay for days on which schools open late or end early. On days that the District has a delayed opening or closes early and meals are served in select buildings, all employees are required to report to work. The Director of Food Services will advise food service employees of any change in building assignment. Employee shift will end when the Director of Food Services notifies the cook managers that service and clean-up is complete in all buildings. All employees will receive their contract time. Employees will be paid for any time worked over contract time. The Director of Food Service will work with the Carmel Cafeteria Association President to develop a procedure to handle early dismissals. Topics to be included in the discussion are serving lunch in the elementary schools on an early dismissal day and placement of personnel in the event of a change in building assignment.
4. When a scheduled early dismissal in a particular building (i.e. parent/teacher conference day or staff development day) is changed to a two hour delayed opening by the Superintendent of Schools and meal service is needed in that building, a non-contracted employee who reports to work will receive time and a half for the hours worked.

**E. Payment for Unused Sick Days at Retirement**

Payments will be made subject to the following:

1. The employee must have a minimum of 10 years of service in Carmel.
2. Notification must be given to the Superintendent of Schools by June 30th of the preceding school year for part-time unit members and by May 1 of the preceding school year for all full-time unit members.
3. For up to 180 days, the daily rate will be the top step of the 2002-2003 schedule for the class of employee times the number of hours they are scheduled to work in the year of retirement. The following are the 2002-2003 rates:

Food service handlers	\$13.38 per hour
Food service handler II	\$15.72 per hour
Cook manager	\$20.98 per hour
Head cashier	\$13.90 per hour

4. A Notice of Resignation for the Purpose of Retirement submitted and approved by the Board of Education may not be withdrawn without the written consent of the Superintendent of Schools and the Board of Education.

## ARTICLE V BENEFITS

### A. Paid holidays

1. Full-time Employees shall be entitled to receive twelve (12) paid holidays per school year. The paid holidays for the full-time employees shall be designated to conform to the adopted school calendar. The calendar shall be provided annually.
2. Part-time Employees shall be entitled to receive ten (10) paid holidays during each year of this contract. The paid holidays shall be designated to conform with adopted school calendar.
3. Holidays shall not be cumulative.

### B. Health Insurance

1. Eligibility Requirement-
  - a. An employee must work a regularly scheduled workweek of twenty-five (25) hours per week or more. For employees working at least twenty (20) hours per week but less than twenty five (25) hours per week, the District's share of the premium will be pro rata based on twenty five (25) hours per week. Employees who work less than twenty (20) hours per week are not eligible.
  - b. Employees specifically excluded by the regulations of the Carmel Health Group are not eligible to join, such as, but not limited to:
    - (1) Student Employees
    - (2) Substitute Employees
2. Coverage: The health insurance plan provided by the District to the employees in the bargaining unit and the benefits provided thereunder, shall be those furnished by the Carmel Health Group or by any successor health consortium providing the same or greater benefits.
  - a. Eligible Employees -The District will pay 100% of the annual cost for individual and family coverage for employees employed by the District prior to September 1, 1981. For all school year employees employed on or after September 1, 1981, the District will pay 87% of the cost for family and to individual coverage. The District contribution will be 86% effective July 1, 2019. Any deficiencies in the amount of premium payment for these employees employed on or after September 1, 1981 will be paid by the employee through a payroll deduction. The Plan will have closed enrollment, with opt-in/opt-out change dates of October 1<sup>st</sup> and April 1<sup>st</sup> of each year.
  - b. An active eligible employee who at the time of retirement has been employed by the District for at least ten years, may at the employee's option retain or obtain health insurance coverage under the terms prevailing at the time of retirement.
  - c. Employees who decline health insurance coverage shall be entitled to receive the following stipends from the District. Payments will be made semi-annually, with fifty (50) percent of the stipend paid by January 31 and the balance by June 30.  
Employed prior to 9/1/81: 25% of the cost of dependent health insurance in the current year of the contract.  
Employed on or after 9/1/81: \$500.
  - d. Part-time employees must work at least twenty (20) hours per week in order to qualify for the benefits in c. above. Eligible employees working twenty (20) or more hours per week but less than twenty-five (25) hours per week shall receive a declination stipend pro rata based on twenty-five (25) hours per week.
3. Deductibles and Co-Pay for Active Employees
  - a. Effective July 1, 2008:

## Carmel Cafeteria Association Contract

- The annual major medical deductibles for active employees will be: \$400 for individual; \$1000 per family
- Emergency room visits shall have a co-pay of \$50
- The PPO co-pay shall be \$18/visit, maximum of three payable per day
- The outpatient hospital co-pay for active employees shall be \$18

- b. **Prescription Drug Plan:** The prescription drug plan shall be a three tier system with the following co-pays:

Retail (30 day supply)	Mail Order (90 day supply)
Generic - \$5	Generic - \$10
Preferred - \$17.50	Preferred - \$35
Non Preferred - \$35	Non-Preferred - \$70

Use of generic drugs shall not be mandatory. Mail order for maintenance drugs shall be mandatory after the first fill at retail. There cannot be a non-preferred drug if there is not a preferred or generic equivalent. Furthermore, if a non-preferred drug is found to be medically necessary, the preferred co-pay will be charged.

- c. **Additional Coverage:** Effective July 1, 2011, in addition to the items listed in the plan document, the following additional items will be covered: Colonoscopy at age 45 with family history and routine colonoscopy at age 50 at least once every five (5) years with findings and once every ten (10) years without findings; Annual physicals will be covered for dependents ages 6-18; Generic birth control covered with \$17.50 copay for 30 day supply at retail and \$35 copay for 90 day supply by mail order; IUDs and the procedure to insert an IUD shall be covered; charges for services in an in network facility, as that term is defined by the health insurance plan, by providers who are not members of the network will be covered subject to the co-pay only, not the deductible and co-insurance, in an amount up to the "usual, reasonable and customary allowance" as determined solely by the health insurance plan. The unit member participating in the plan will be responsible for charges which exceed the "usual, reasonable and customary allowance" as determined by the health insurance plan. The District will continue to work on a solution regarding Quest Labs.

### C. Retirement

The Non-Contributory Plan-Section 75i or any improved plan implemented by the District shall be granted to all employees eligible to join the N.Y.S. Employees' Retirement System.

### D. Welfare Fund

The District shall contribute: \$1,125 per member per year in 2017-2018; \$1,175 per member per year in 2018-2019; and \$1225 per member per year in 2019-2020.

Payments will be made as follows:

August 1	25%
October 1	25%
January 1	25%
April 1	25%

No monies shall be released until the District is in receipt of documents demonstrating that the fund has been established and filed in accordance with the law. The purpose of the fund shall be to provide various health and insurance coverage to all unit members. No portion of the monies in the fund or insurance coverage purchased by the fund shall be used to defray or cover expenses incurred by unit members in the defense of actions brought against them by the District.



**E. Sick Bank**

1. Effective September 1992, a Sick Leave Bank (SLB) shall be established for the purpose of providing limited income protection for those employees electing to contribute to the SLB and who suffer long-term illnesses, accidents or disabilities and who have exhausted their accumulated sick leave days.
2. Employees may elect to join the SLB by contributing one (1) of their sick leave days to the SLB. In each school year of the contract, employees may contribute one day.
3. The unused sick days in the SLB shall be cumulative and shall be carried forward from year to year.
4. All unit members may participate in the SLB, but unit members not electing to contribute days to the SLB shall not receive time from the SLB. Open enrollment in September of each year will be offered to any eligible unit member who has not contributed in prior years. A unit member initially enrolling in the SLB in the second year must contribute two (2) days to the SLB. A unit member initially enrolling in the SLB in the 3rd year must contribute three (3) days to the SLB. Employees new to the district in any school year of the contract are only required to make contributions for current years.
5. Withdrawals from the SLB: In each of the years of the contract, the maximum withdrawal rate for the unit is 50% of the total number of days in the SLB. The maximum withdrawal per unit member is 10 days; however, the SLB Committee may, in its discretion, increase the number of days beyond 10.
6. If at any time the number of days in the SLB falls below 20 days, the SLB shall be renewed as follows:  
Unit employees shall have the right to contribute one of their sick days and the Board agrees that it will contribute one day for every two days contributed by employees.
7. Individuals who have accumulated over 180 sick days may contribute up to five sick days to the sick bank per year, provided that their total accumulation does not go below 180 days.
8. In order to be eligible to use days in the SLB, the unit member must present valid medical evidence attesting to the illness or disability to the Sick Leave Bank Committee.
9. The SLB shall be administered by a SLB Committee composed of a representative of the school district and a representative of the Association who shall have the responsibility of operating the SLB.

**ARTICLE VI - SENIORITY, TRANSFERS, PROMOTIONS, VACANCIES**

**A. Seniority**

Seniority within the bargaining unit shall govern both layoff (including reduction in hours) and recall of employees in the unit except where the nature of the position dictates that a criteria other than seniority be used. Where the nature of the position dictates that a criteria other than seniority be used for a layoff (or reduction in hours) or for recall, the District will discuss the proposed layoff, reduction in hours or recall with the union president.

**B. Reassignments and transfers**

In the determination of re-assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and best interests of the school system.

When an employee is transferred from one type of job to another in the school system, said employee shall be given full credit for time employed.

**C. Vacancies**

Whenever any vacancy in any position in the Cafeteria shall occur, the Employer shall post on all employee bulletin boards, and give written notice to the president of the Cafeteria Association. No vacancy shall be permanently filled until five (5) days after such notification unless otherwise concurred with by the Cafeteria Association.

Every employee who desires to fill any such vacancy shall file the application, in writing, with the Administration within five (5) calendar days, following the posting of the notice of said vacancy.

Every vacancy shall be filled by an applicant covered by this contract if the qualifications and experiences for the position shall be substantially equal to those of any other applicant not covered by this contract, in the opinion of the Employer.

## **ARTICLE VII- OTHER EMPLOYMENT CONDITIONS**

### **A. No Strike Pledge**

The Carmel Cafeteria Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School Lunch Program. The Cafeteria Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the Employees covered by this agreement nor any instigation thereof, providing the Employer duly performed herein.

### **B. Physical Examinations Required by Employer**

A physical examination required by the Employer to establish or retain employment shall be at the expense of the Employer provided that the examination is conducted by a duly appointed school physician. The employee shall have the privilege of selecting a physician from a list annually established by the Board of Education. Proof of examination shall be submitted to the Director of Food Services prior to the annual opening staff meeting (before the first day of school). Employees who have not submitted a physical examination will not be permitted to work until physical form is submitted. The employee will not be paid for those days.

### **C. Association Privileges**

The Association will be granted facility usage, without cost, for the purpose of conducting Association business when such business is not of a fund raising nature. Request to use a facility must be approved by the Building Principal

### **D. Final Agreement Document**

The cost of the preparation of the finalized document shall be borne by the District. The Association assumes responsibility for distribution of copies to members of the Association.

### **E. Probationary Period - Just Cause**

All employees shall serve a probationary period of twenty-six (26) weeks, serving at the pleasure of the District. Upon completion of the probationary period and thereafter, no employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any other term of employment without just cause.

### **F. Security Swipe Cards and Cameras**

The District will not use any information gathered through the use of a keyless entry or swipe card system for purposes of disciplining unit members or to monitor attendance. The District may only use security cameras and the video captured on such District security cameras as evidence during a disciplinary proceeding where the employee misconduct involves allegations of violence, assault, alleged student contact, theft or other alleged illegal activity. Video cameras may not be used by the District to monitor unit member attendance.

To the extent that any video will be used by the District in a disciplinary proceeding against a unit member, the District will provide the union with a copy of the video that it intends to offer into evidence in any disciplinary proceeding involving the unit member subject to discipline, prior to the commencement of said disciplinary hearing.

## ARTICLE VIII- AGREEMENT REQUIRING LEGISLATIVE ACTION

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.

## ARTICLE IX. GRIEVANCE PROCEDURE

### A. Definition

A grievance is the claim by the Association, or person, that there has been a violation of the terms of this Agreement.

### B. Purpose

The purpose of this procedure is to secure an equitable solution to the disputes which may arise over matters defined in Paragraph "A" as rapidly as possible.

### C. Procedure

It is agreed to that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Before submission of a written grievance, the aggrieved party should attempt to resolve it informally. To expedite the process, the number of days indicated shall be considered as a maximum.

#### 1. Level One

An aggrieved person or his/her representative will first present his/her grievance in writing to the Director of Food Services or immediate supervisor with whom it will be discussed directly. The meeting of the aforesaid parties shall be scheduled within five (5) school days of the proper filing of the grievance. The Director of Food Services or immediate supervisor shall inform the aggrieved person of his/her decision in writing within five (5) school days after the meeting.

#### 2. Level Two

If the grievant is not satisfied with the decision at Level One and the grievance is considered by the Association to be meritorious, the Association shall notify the Superintendent in writing, within five (5) school days after it has received the grievance from the aggrieved person that it wishes to carry the grievance to the Superintendent. The meeting of the aforesaid parties shall be scheduled within five (5) school days.

#### 3. Level Three

a. The Association and the aggrieved party are not satisfied with the decision at Level 2, and the grievance pertains to an interpretation of the language of this contract, and if no written decision has been rendered within five (5) school days after the meeting, the Association may, within ten (10) school days of the meeting, request that the grievance be submitted within thirty (30) school days to arbitration.

b. The parties agree to be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator shall issue his/her decision with due dispatch after the date of the closing of the hearings, or if all hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be rendered to the District and to the Association and shall be binding on all parties. The Arbitrator shall make no decision which is contrary to, or inconsistent with, or which modifies or varies in any way, the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.

d. The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

**D. Rights Under Grievance Procedure**

1. Any grievance shall be presented within thirty (30) school days after the grievant and the Association know or should have known of the occurrence or events claimed to have given rise to the grievance. Failure to proceed to the next step within the applicable time limits shall be deemed a waiver of the grievance, and the grievance shall abate.
2. The District shall make available to the Association such information deemed necessary for the Association to carry out its function of processing Association grievances (excluding confidential personnel records).
3. In the event that a representative or individual designated in writing by the Association, investigates or is required to attend a grievance proceeding, he/she shall be released from his/her regular assignment without loss of pay for the period of time necessary to permit his/her attendance at such proceedings.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be available without the permission of the aggrieved party.

**ARTICLE X - COMMITTEES**

A Liaison Committee Consisting of three members of the Association, the Assistant Superintendent for Business, and the Director of Food Services, shall meet upon request of either party to discuss mutual concerns. Dates, times and locations of meetings shall be arranged between the Association and the Director of Food Services.

**ARTICLE XI - MATTERS NOT COVERED**

Terms and conditions of employment not covered in this Agreement may be negotiated by mutual consent of both parties to the Agreement.

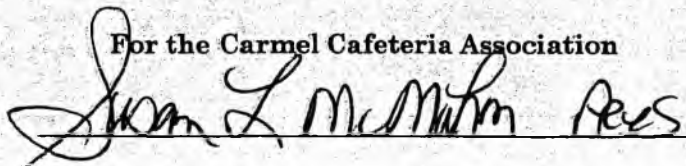
**ARTICLE XII - CONFORMITY TO LAW**

Any provision in this Agreement which is or becomes contrary to law shall be invalid and without force.

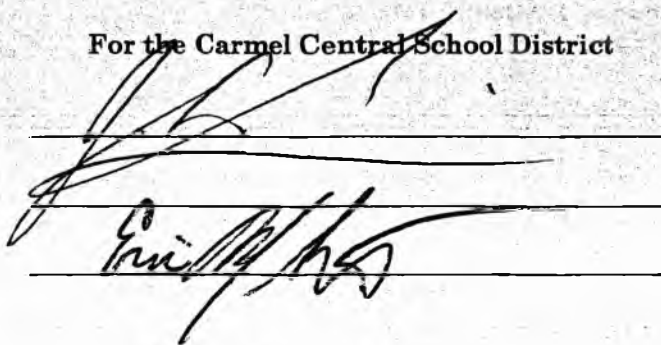
**SIGNATORY**

IN WITNESS WHEREOF: The parties to this agreement, having obtained authorization to execute this agreement by a majority vote of the respective memberships, set their hands this \_\_\_\_ day of \_\_\_\_\_ 2018.

For the Carmel Cafeteria Association



For the Carmel Central School District





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