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Title: **Rondout Valley Central School District and Rondout Valley School Cafeteria Unit, CSEA Local 1000, AFSCME, AFL-CIO, Ulster County Local 856 (2014)**

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Union: **Rondout Valley School Cafeteria Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the

**RONDOUT VALLEY
CENTRAL SCHOOLS**

and

**CSEA, Local 1000, AFSCME,
AFL-CIO**

**Rondout Valley School Cafeteria Unit
Ulster County Local 856**

July 1, 2014 – June 30, 2018

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the law of 1967, (The Public Employees Fair Employment Act) to encourage and increase effective and harmonious relations between the Rondout Valley Central Schools (hereinafter know as "The District") and the members of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Rondout Valley School Cafeteria Unit, Ulster County Local #856 as defined in Article II, as represented by the Civil Service Employees Association, Inc., Ulster County (hereinafter known as 'CSEA"), and to provide for the best educational interest of the pupils of the Rondout Valley Central Schools, the District and CSEA make the following agreement:

ARTICLE I **APPLICABLE LAW**

The New York State Civil Service Law, Article 14, (Public Employees Fair Employment Act), the rules and regulations of the Commissioner of Education; and all statutory provisions of law consistent with functioning and administration of the Rondout Valley Central School of Accord, New York.

ARTICLE II **UNIT**

Agreement entered into this 3rd day of December, 2014, by and between the District and CSEA.

SECTION 1 – The agreement governs the wages, salaries, hours, terms and conditions of employment of all employees in the bargaining unit defined as: All regularly employed cafeteria employees; part-time and full-time; all regularly employed Cook Managers, Food Service Workers, Cooks and Bakers, exclusive of Food Service Manager, after negotiations between the parties and as more fully set forth herein.

SECTION 2 – A full-time employee is one who works a six and one-half hour (6-1/2) workday. Any employee who works less than these hours will be considered part-time.

ARTICLE III **RECOGNITION**

SECTION 1 – PERIOD OF RECOGNITION

The District hereby recognizes CSEA as the exclusive bargaining agent for the negotiating unit for the maximum time permitted under the law.

SECTION 2 – OTHER ORGANIZATION

The CSEA agrees that it will not strike, conduct a slowdown or work stoppage against the District, or assist or participate in any strike, a slowdown or any work stoppage against the District, or impose any obligation upon its members to conduct, assist or participate in any strike, slowdown or work stoppage.

SECTION 3 – DUES DEDUCTION

The Board shall deduct from the wages of employees and remit to the agent designated by CSEA, Inc., 143 Washington Avenue, Albany, New York, 12210, membership dues for those employees who sign authorization permitting such payroll deductions. The Board also agrees to deduct from the payroll such insurance premiums as may be authorized by the employee who elects to enroll in the program available from CSEA, Inc., as fringe benefits of membership. The District shall make a separate payroll deduction available for those employees wishing to participate in CSEA insurance programs.

SECTION 4 – SERVICE FEE

1. The CSEA warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208 (3) (b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section and Federal and State law.

2. The District shall deduct from the salary of each employee who is not a member of the CSEA a service fee equivalent to the per capita dues the CSEA levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the CSEA, unless the CSEA has certified, in writing, to the District by September 15th of each year that the non-member has paid the fee directly to the CSEA.

3. In the event an action or proceeding is commenced in court of competent jurisdiction or before an administrative agency regarding such fee, the CSEA agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding and to defray the costs of complying with any interim order of final judgment that may be entered therein. Such cost of compliance shall include the cost of recomputation of the salaries of employees and any interest ordered on any such judgment.

SECTION 5 – INFORMATION

On the effective date of this agreement, the District shall supply to the Rondout Valley Cafeteria Unit, a list of all employees in the bargaining unit showing the employee's full name, school address, social security number, job title, work location, membership status and first date of employment. Such information shall hereinafter be provided to the Rondout Valley Cafeteria Unit's President on an annual basis (September 1st).

SECTION 6 – ACCESS TO EMPLOYEES

The Union and its designated agents have the sole and exclusive right of access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association's sponsored benefits and programs. The Union will give at least three (3) days advance notice to the School Lunch Manager and Business Administrator, when possible, and will sign in at the administration office in each school. Time devoted to this shall not be unreasonably used and subject to the operating needs of the District.

ARTICLE IV COMPENSATION

SECTION 1 – SALARY SCHEDULE (A – F)

- A. Effective July 1, 2014, all base salaries shall be increased by 1.00%.
Effective July 1, 2015, all base salaries shall be increased by 1.00%.
Effective July 1, 2016 all base salaries shall be increased by 1.00%.
Effective July 1, 2017, all base salaries shall be increased by 1.00%.
Salary schedules are attached to this Agreement.
- B. Any employee hired on or after July 1 and on or before December 31 shall receive credit for a full year service upon completion of that school year ending June 30. Any employee hired on or after January 1 and on or before June 30 shall not be eligible for a full year's service credit until June 30 of the second year – a period not to exceed eighteen (18) months. This formula shall be applied for crediting of longevity payments. Effective July 1, 2010, in order to be eligible for step movement after their first year of employment, such employee must have been in a paid status for 75% of the work days in the prior school year.
- C. Longevities shall be paid to salaried employees based on 6-1/2 hours daily and to hourly employees as follows:
- | | 2010-2014 |
|----------|------------------|
| 10 years | .80 |
| 15 years | 1.15 |
| 20 years | 1.40 |
| 25 years | 1.60 |
- D. Annualized salaries will be based on a 184-day year. Effective July 1, 2015, annualized salaries will be based upon the number of student instructional days in that year's school calendar plus two."
- E. A ten cents (\$.10) per hour salary adjustment shall be applied to the Cook Manger salary schedule for the High School Cook Manager only.

F. Effective July 1, 1999, the District and CSEA agree to establish an out-of-title pay differential as follows:

1999 – 2000	\$1.25 per hour
2000 – 2001	\$1.35 per hour
2001 – 2002	\$1.50 per hour

Effective February 1, 2015, a unit member performing authorized out of title work shall be paid the actual hourly rate of the job performed out of title. For example, a food service worker at step 10 who works out of title as a cook would be paid at the step 10 hourly salary of a cook for all hours worked out of title.

SECTION 2 – PROMOTIONAL TRANSFERS

It is understood that whenever an employee receives a promotional transfer, he/she will receive a salary that is greater than his/her current salary.

ARTICLE V WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – WORKDAY, WORKWEEK AND OVERTIME

A. The workweek for all employees shall consist of five (5) consecutive days of work, when school is in session.

B. Length of workday may vary with each building and each day. The average workday will normally be six and one-half hours. For example: eight to three, less lunchtime, equals six and one-half working hours. Hourly workers will work the hours assigned.

C. The school year is generally considered to be September 1 – June 30. Situations may require school lunch personnel to return to their jobs several days prior to actual opening of school. During the school year, the services of school lunch personnel may be required when school is not in session. (For example: coffee for Teachers' Conference, Superintendent's Conference Days, Snow Days, Vacation Days, in case of an emergency.)

D. School lunch personnel will be notified when to report to work. Employees may be requested to temporarily shift from one building to another. Employees who are requested to temporarily shift in an emergency situation, shall not lose any time and shall return to their regular assignment when the emergency situation is over. Employees may be involuntarily transferred to a vacant position if the Superintendent determines that good cause exists for such transfer. Any such transfer will be preceded by at least two weeks written notice. The employee in question may request a meeting with the Superintendent up to one week before the effective date of the transfer at which the reasons for such transfer will be explained.

E. Overtime at the rate of one and one-half times the regular rate of pay shall be paid to any employee working over 40 hours per week. Notwithstanding the above, overtime at the rate of one and one-half times the regular rate of pay shall also be

paid for all hours worked after an employee has completed his/her normal workday and leaves the premises and is required to report back to work later in the day. Seniority shall be a consideration for extra work assignments.

F. Pay days are announced each year and a copy of the schedule is sent to each building.

G. No person or group is to pay any school lunch employee directly for any service performed in connection with special assignment nor is any employee to accept such payment. Payment will be made directly by the school.

H. Employees shall take their breaks according to the following schedule:

3-1/2 hours or less	No break
4-4-1/2 hours	1 15 mi break
5-5-1/2 hours	1 20 mi break
6 hours or more	2 15 mi breaks

ARTICLE VI

PENSION AND HEALTH INSURANCE

SECTION 1 - RETIREMENT BENEFITS

A. All members of the CSEA unit shall be entitled to be and/or become members of the New York State Retirement Systems and in conjunction with Section 75-C of the Retirement and Social Security Law shall be entitled to the full benefits of the One-Sixtieth Non-Contributory Retirement System Plan.

B. Effective July 1, 1974, the District agreed to adopt option 41J which allows up to 165 accumulated sick leave days to be added to retirement.

C. Effective July 1, 1974, the District agreed to adopt option 60b, known as the improved death benefit.

SECTION 2 - HEALTH INSURANCE

A. The District agrees to continue to provide a contributory type group health insurance plan as provided to other employee groups for those employees hired on or before June 30, 2010 who work a minimum of four (4) hours per day. Effective July 1, 2015, the District agrees to provide such health insurance plan to employees hired on or after July 1, 2010 who are regularly scheduled to work at least 6 hours per day. The District shall pay 100% of the health insurance premium for eligible employees hired on or before June 30, 2006. The District shall pay 90% of the health insurance premium for eligible employees hired on or after July 1, 2006 and on or before June 30, 2010. The District shall pay 80% of the health insurance premium for eligible employees hired on or after July 1, 2010. The District's contribution to HMO premiums for individual or family coverage shall not exceed the cost of the individual or family premiums of the District's main health insurance plan. Effective July 1, 2015, the District shall have the right to offer eligible employees, in addition to the health insurance plans identified herein, a "minimum

value” health insurance plan for which the eligible employee’s premium contribution shall not exceed 9.5% of their W-2 income.

Entitlement to health insurance in accordance with Article VI, Section 2(A) of this Agreement for employees hired on or before June 30, 2010 shall be limited to unit members who are regularly scheduled to work a minimum of four (4) hours per day. Any time spent substituting for an absent unit member or other time not part of the unit member’s regular work schedule shall not be considered as “regularly scheduled” time for purposes of entitlement to health insurance under this provision for both employees hired on or before June 30, 2010 and employees hired on or after July 1, 2010.

B. Employees hired on or before December 31, 1987 who retire from the District for the purpose of receiving benefits from the New York State Employees Retirement System after ten or more years of consecutive service in the District shall be entitled to 100% paid individual health insurance in retirement. Employees hired on or between January 1, 1988 and June 30, 2010 who retire from the District for the purpose of receiving benefits from the New York State Employees Retirement System after fifteen or more years of consecutive service in the District shall be entitled to 100% paid individual health insurance in retirement. Employees hired on or after July 1, 2010 who retire from the District for the purpose of receiving benefits from the New York State Employees Retirement System after fifteen or more years of consecutive service in the District shall be entitled to individual health insurance in retirement, with the District contributing at the same rate as at the time of the employee’s retirement.

C. Effective June 17, 1999, all employees may “opt out” of the District’s Health Plan. The employee shall receive a payment of \$750 (family) or \$375 (individual) on or before December 1, from the District. An additional payment shall be provided to the employee if the employee continues to “opt out” of the District Health Plan. The payment shall be paid on June 1 for \$750 (family) or \$375 (individual) on that date. In no event would the total amount for the buyout in any given year exceed \$1500 (family) or \$750 (individual). If the District offers eligible employees a “minimum value” health insurance plan in accordance with Article VI, Section 2.A, employees hired on or after July 1, 2010 who retire from the District for the purpose of receiving benefits from the New York State Employees Retirement System after fifteen or more years of consecutive service in the District shall be entitled to individual health insurance in retirement, with the District contributing 80% of the health insurance premium.

SECTION 3 – DISABILITY INSURANCE

The District will provide a payroll deduction for an employee plan of their own choosing.

SECTION 4 – VISION PLAN

For employees hired prior to July 1 2010, the District will provide the cost of participating in the CSEA Platinum Vision Plan for employees only who work a minimum of four (4) hours per day. The District will provide the cost of participating in the CSEA Platinum Vision Plan for full-time employees hired on or after July 1, 2010.

ARTICLE VII **SICK LEAVE. PERSONAL LEAVE AND OTHER LEAVE**

SECTION 1 – SICK LEAVE

Salaried employees of the Rondout Valley Central Schools earn one day of sick leave for each month of regular service. There is no limit on accumulation for members of the staff.

Hourly workers shall earn sick leave at the rate of one normally scheduled working day for each month of regular service. When an hourly employee moves to a full time (6-1/2 hour) position, the District shall determine the number of sick days accumulated for such an employee by using the following formula:

Total accumulated work hours divided by 30 equals the number of accumulated sick hours divided by the normal daily hours of work equals the number of accumulated sick days.

The total number of accumulated sick days times the former daily hours worked equals the number of accumulated sick hours divided by the new daily hours worked equals the number of new accumulated sick days.

Sick leave is to be used for personal sickness only. The District shall notify all employees of their sick leave accumulation no later than September 30 of each year. Employees joining the Rondout Valley Central School System after June 30, 1966 are entitled to transfer up to 50 days of sick leave from their last immediate employment or employer. Forms requesting transfer of such sick leave will be available on October 1, of each year. Forms must be completed by October 31 of the school year and must be certified by the previous employer.

The employer reserves the right to request a doctor's certificate covering any absence charged to sick leave.

SECTION 2 – PERSONAL LEAVE

A. Each cafeteria employee shall be entitled to three (3) days of personal leave each year, not deducted from sick leave for the transaction of personal business that cannot be accomplished at times other than during school hours. Personal leave shall not be used as vacation time, for the pursuit of a hobby or avocation, for an additional vacation or to extend a holiday weekend. Application(s) for use of such leave shall be made not fewer than three days in advance of each anticipated absence for personal reasons on a form annexed hereto as Appendix B, except in

emergency, to the designee of the Superintendent. The granting of such leave is subject to the reasonable operating needs of the District, but the approval of such leave shall not be unreasonably withheld.

B. Personal leave days not used shall be added to accumulated sick leave.

C. Personal leave may be taken by no more than 10% of the bargaining unit or three members of the bargaining unit, whichever is greater, at any given time.

D. Where requests for personal leave conflict, leave shall be granted to the employee with the most seniority who requests such leave.

SECTION 3 – OTHER LEAVES

A. Family Illness – It is the responsibility of each employee to make arrangements for the care of members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on any emergency basis, an employee shall be allowed to charge absence from work, which are required to provide bedside care arising out of an illness in the employee's immediate family, against sick leave credits, up to a maximum of five days in any one school year. As used in this section, "immediate family" shall be defined as the employee's spouse or child, parent or other dependent with whom the employee resides.

B. Bereavement – An employee shall be granted leave without charge to other leave credits in the event of a death in the employee's "immediate family," as follows:

Parent, spouse/domestic partner or child – maximum of 5 days per occurrence

Step parent, step child, grandparent, sibling, parent in law or child in law – maximum of 3 days per occurrence.

C. Maternity Leave – The District agrees to implement a maternity leave which is consistent with recent court case decisions governing the applicability of maternity leave.

D. Quarantine – Any employee who is prevented from attending his employment because of quarantine shall be entitled to the full benefit of sick leave policy, even though the employee himself is not ill.

E. Unexcused Absences – All absences other than for illness or for reason officially approved by the Board of Education shall be deemed unexcused.

F. Leave at the Termination of Employment – All sick leave and other leave is canceled on the effective date of termination of employment in the school district.

G. Conference Days – The District shall give two (2) employees up to three (3) days paid leave apiece, to participate in the Ulster County School Food Service Association, New York State Convention. Such leave shall not be charged against

other accrued paid leave of the employees, and shall be available only to those employees designated to attend the convention by the Ulster County Association.

H. Leave Without Pay – Leave without pay may be granted solely at the discretion of the School Lunch Manager and the designee of the Superintendent of Schools. The granting of such leave is subject to the operating needs of the District. All leave requests beyond 10 days in duration shall be approved by the Board of Education.

ARTICLE VIII

PERSONAL INJURY AND WORKERS' COMPENSATION BENEFITS

SECTION 1 – WORKERS' COMPENSATION INSURANCE

The District will provide Workers' Compensation Insurance for all school personnel. Any employee injured in the course of his employment for the District must file an accident report with Rondout Valley District Office within twenty-four (24) hours. Proper forms are available in the Rondout Valley District Office and in the Principal's Office of each building.

When the District is reimbursed by the Workers' Compensation carrier for remunerating an employee under the sick leave policy of the District, the employee will receive credit for loss of sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Workers' Compensation Insurance carrier by the employee's daily rate of compensation.

SECTION 2 – INCOME PROTECTION INSURANCE

Should the bargaining unit obtain insurance coverage under an income protection plan, the District agrees to provide the necessary payroll deduction to implement the plan.

SECTION 3 – LEAVE AT TERMINATION OF EMPLOYMENT

Employees shall be eligible for reimbursement for accumulated sick leave time pursuant to the schedule below provided the employee has not been discharged for just cause.

A. Employees, upon retirement from the District, shall receive payment for all unused sick leave days based upon the following formula:

I. Employees may apply the maximum number of days as allotted by law for service credit for retirement purposes.

II. If the employee chooses option "A" as described above he/she may be remunerated for his/her remaining number of accumulated sick leave days on a graduated scale as follows:

<u>Accumulated Sick Days</u>	<u>Percent of Monetary Value</u>
Days 1 – 25	25% of the daily value
Days 26 – 50	50% of the daily value
Days 51 – 75	90% of the daily value
Days 76 – 100	100% of the daily value
Days in excess of 100	0%

B. Employees, upon separation from the District (other than for retirement or for dismissal for just cause), shall receive payment for unused sick leave days based upon the scale listed below provided that the employee has been in the employment of the District for a minimum of ten (10) consecutive years.

<u>Accumulated Sick Days</u>	<u>Percent of Monetary Value</u>
Days 1 – 30	25% of the daily value
Days 31 – 60	50% of the daily value
Days 61 – 100	75% of the daily value
Days in excess of 100	0%

ARTICLE IX **MISCELLANEOUS PROVISIONS**

SECTION 1 – UNIFORM ALLOWANCE

A. The uniform allowance is to cover dresses, pants-suits, hair nets, shoes and stockings.

B. Employees shall be reimbursed upon presentation to the School Lunch Manager of properly itemized receipt(s) and after submission and processing by the business office.

There will be a \$200 per year uniform allowance for all unit members.

SECTION 2 – SENIORITY AND JOB VACANCIES

A. Vacancies within the bargaining unit shall be posted for at least two calendar weeks prior to filling the position. The District shall post such notices in the kitchen and cafeteria areas in each school building.

B. The District shall follow the procedure authorized below to fill all vacancies.

I. All employees shall be allowed to apply for vacancies. In filling vacancies, greater consideration shall be given to qualifications, training, performance and attendance. If all such factors are equal, as determined by the Superintendent, the most senior qualified employee District wide in the classification in which the vacancy occurs shall be offered the vacancy. In measuring seniority, the date of first hire shall be utilized

II. Upon request, the District shall give a written explanation to any senior employee not chosen to fill a vacancy, specifying why he/she was not chosen.

III. Employees who are promoted shall serve a 52-week probationary period. If they are unable to perform satisfactorily during this period, they shall be given the option of returning to their former position at their former salary with no loss of seniority or benefits.

C. All assignments of employees for extra work or to cover absences shall be based on seniority in title at the work location. The School Lunch Manager shall be notified of the actual return at the earliest possible time, but no later than seven (7) calendar days in advance, unless waived by the District.

D. The District will make every attempt to take seniority into consideration when making daily work assignments and work site locations. Attempts will be made not to reduce the daily schedule by more than one (1) hour from the previous year's assignment when one remains in the same job title.

E. Extra time shall be distributed from a rotating seniority list at each school.

F. During the summer months, the District will notify the union president or his/her designee of any vacancies that occur in the bargaining unit.

SECTION 3 – LAYOFFS

The District agrees to follow the procedures set forth in Section 80-81 of the Civil Service Law regarding layoffs.

The District shall give the unit president and all possibly affected employees no less than thirty (30) working days advanced notice of any layoffs. After exercising any Civil Service layoff rights the effected unit member may have, the least senior employee whose title is being subjected to layoff may bump the least senior employee in a previously held title to which the laid off unit member remains qualified, and said least senior employee shall be subject to layoff from his/her title. The least senior unit member who was bumped shall have the same right to bump a less senior unit member in a previously held title to which the unit member remains qualified.

The District shall not hire any employee not on layoff until all employees on layoff have been offered any vacant position which may arise. This obligation shall continue for three (3) years from the date of the layoff.

The District shall notify all employees of any vacancy occurring during the three-year period by mailing such notice to the employee's last known address. The employee shall inform the District of his or her current address during the three-year period. If the employee no longer desires employment, he or she shall so notify the District, in writing, to this effect.

All employees rehired after a layoff shall be reinstated in their former positions with no loss of seniority, accrued leave time, benefits, or any status which they had attained prior to the layoff.

SECTION 4 – TAX SHELTERED ANNUITY PLAN

A payroll deduction plan shall be maintained in the District which will allow employees to participate in Board approved tax-sheltered annuity programs as sanctioned by the Federal Government.

SECTION 5 – GRIEVANCE REPRESENTATIVE

CSEA representatives in each school building shall be allowed time free from their duties to handle grievances without loss of pay.

SECTION 6 – SNOW DAYS

Employees required to report prior to 8:30 a.m. who report on a school day which is eventually canceled due to inclement weather, shall be paid double (2x) time for the actual time worked until clean-up and shut-down are accomplished with no less than one (1) hour per person being paid.

If there is a delayed opening due to inclement weather, the employees shall report as follows:

1 hour delay – report one-half hour (1/2) later than regularly scheduled.

2-hour delay – report one hour (1) later than regularly scheduled.

SECTION 7 – SOCIAL SECURITY

All employees in the Bargaining Unit shall be covered by Social Security.

SECTION 8 – ABSENCES AND SUBSTITUTES

A. When it is necessary for an employee to be absent, the employee shall notify his immediate supervisor so that a replacement might be obtained. All substitutes shall be arranged through the school and not through personal contact by the employee who is to be absent.

B. Absences shall be reported to School Lunch Manager on the evening before or by 6:00 a.m. on the day of absence. Failure to notify by 6:00 a.m., if a reasonable explanation is not given, may result in the loss of pay for that day and the continued loss of pay for any other days absent immediately following.

C. In case of prolonged absence, a tentative return date shall be given. This is helpful in securing a substitute. The School Lunch Manager shall be notified of the actual return at least 24 hours in advance.

SECTION 9 – JURY DUTY – BOARD POLICY

The District, recognizing its obligation to the established judicial system stipulates there shall be no reduction in salary or in leave time for performance of required jury duty by employees.

Accordingly, the District will pay any employee who is required to serve on jury duty during regular school work time his or her regular wages during such jury duty. The employee, upon completing this jury service, shall endorse to the District any jury duty salary received for such service. (Board of Education Policy II-07).

SECTION 10 – RESIGNATIONS AND DISCHARGE

A. All employees leaving the service of this school district will be expected to file, in writing, a resignation with the Superintendent of Schools. Such resignation shall state when this is to take effect. Except in emergency cases, a minimum of two weeks notices is required when filing a resignation.

B. Competitive class employees who successfully complete all Civil Service requirements and serve a probationary period of 52 weeks shall receive coverage under Section 75 of the Civil Service Law as it relates to discharge and discipline. Non-competitive and labor class employees shall receive coverage under Section 75 and 76 of the Civil Service law as it relates to discharge and discipline after serving continuously in an unencumbered position for three years.

SECTION 11 – ACCIDENTS

A. Prevention of accident is best. Care must be exercised in handling all kitchen equipment. Precaution must be taken to prevent burns and falls. Heavy object should be lifted with the help of another person.

B. If any accident occurs, it should be reported by any witness or the injured person, in the following manner, to:

1. Cook or Cook Manager to School Lunch Manager to Business Administrator.
2. Nurse
3. Principal

SECTION 12 – OUT-OF-TITLE WORK

When an employee is required to work in a higher paid classification, he or she shall be paid at the salary step closest to, but not lower than, his or her present salary. Said employee shall also receive one additional step increment.

SECTION 13 – WORK SAFETY

The employer shall provide the equipment and facilities necessary to maintain a safe work environment as prescribed by the New York State Department of Labor.

SECTION 14 – USE OF FACILITIES

The Food Service Director shall have the right to authorize the use of kitchen equipment to outside organizations who have received the right to use the District's facilities without the presence of cafeteria personnel. The Food Service Director shall have the right to assign work to cafeteria personnel beyond the normal workday. However, when all qualified staff decline such work, the District shall have the discretion to contract out such work as long as it does not result in permanent displacement of bargaining unit members.

ARTICLE X **GRIEVANCE PROCEDURE**

A. Since the establishment and maintenance of a harmonious and cooperative relationship between the Board and its employees is essential to the operation of the District, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees, through procedures under which they may present grievances and by which the Board and its employees are given adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. 1. A grievance exists when an employee or a group of employees claims that there has been a violation, misapplication or misinterpretation of this master contract. The Association shall have the right to file and prosecute grievances as well as the employee who shall also have the right to be represented at all stages.

2. Aggrieved party shall mean any person or group of persons in the cafeteria negotiating unit who files a grievance.

3. Days shall mean workdays, exclusive of holidays or weekends.

4. Grievance Committee shall be the committee created and constituted by the local CSEA unit.

C. 1. All grievances shall include the name and position of the aggrieved party, the time when and the place where the alleged grievance took place, the identity of the person(s) responsible for the grievance and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance shall include the provision(s) in the contract alleged to have been violated. No new alleged violations may be added after Stage II.

STAGE 1

The aggrieved party shall present this grievance in writing, within twenty (20) workdays of its occurrence or when the employee knew of its occurrence to the District Business Administrator who shall render a written decision within ten (10) workdays.

STAGE 2

If not satisfied with the Stage 1 response above, or if no response is received, the aggrieved party shall submit his/her grievance, in writing, within ten (10) workdays to the Superintendent who shall render his written decision within ten (10) workdays.

STAGE 3

If no response is received, or the grievant is not satisfied with the Superintendent's response, the aggrieved party, if he/she chooses, shall submit the grievance in writing, to the Clerk of the Board within ten (10) workdays. The Board shall hold hearing within fifteen (15) workdays and, within ten (10) workdays thereafter shall render its decision in writing to the aggrieved party and the grievance committee.

STAGE 4

If the Association is not satisfied with the decision rendered at Stage 3 of the grievance procedure, they may submit the grievance to arbitration by providing written notice to the Board of Education within ten school days after the decision at Stage 3.

Within five working days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association or PERB by either party.

The Arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.

The cost of the services of the arbitrator will be divided equally between the Board and the Union.

The decision of the arbitrator shall be final and binding on the parties.

ARTICLE XI
RECIPROCAL RIGHTS

SECTION 1 – ADMINISTRATION OF CONTRACT

The District shall administer its obligation under this contract in a manner which shall be fair and impartial to employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

SECTION 2 – BULLETIN BOARD

The CSEA shall have the right to post notices and other communication on bulletin boards maintained on the premises and facilities of the employer, subject to the prior approval of the content of such notices and communication by the School Lunch Manager.

SECTION 3 – STATUS OF AGREEMENT

This agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with other terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the District.

SECTION 4 – COPIES OF AGREEMENT

Copies of this agreement shall be printed at the expense of the District and shall be given to all employees now or hereafter employed by the Board.

SECTION 5 – CSEA REPRESENTATIVE

The District agrees that any one employee elected as a representative of the unit to attend official CSEA meetings shall be permitted time off up to a maximum of five (5) days per year. The first two days shall not be charge against personal leave.

SECTION 6 – MEETING WITH NEW EMPLOYEES

The School Lunch Manger together with a CSEA representative shall meet with all newly hired employees no more than twenty (20) working days after the first workday of each such employees. At this meeting, the School Lunch Manager and the CSEA representative shall review the contract, District policies and fringe benefits with newly hired employees.

ARTICLE XII
LABOR – MANAGEMENT COMMITTEE

The District and the CSEA shall establish a Labor-Management Committee. This committee shall be advisory and consist of six (6) members, three (3) members

from the District appointed by the Superintendent and three (3) members from the CSEA of whom two (2) shall be members of the Unit's Executive Committee. The Labor-Management Committee shall meet four (4) times during the year for the purpose of informal discussions relative to matters of mutual concern.

ARTICLE XIII
RIGHTS GUARANTEE

The rights, privileges, or benefits already accorded to the employees of the District shall not be rescinded during the terms of this contract unless mutually agreed upon.

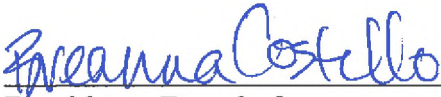
ARTICLE XIV
LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XV
DURATION OF AGREEMENT AND REOPENING

This agreement shall be effective July 1, 2014 and shall continue in effect through June 30, 2018. The CSEA Local 1000, AFSCME, AFL-CIO, Rondout Valley School Cafeteria Unit, Ulster County Local #856 agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not be reopened on any item, where District policies unaltered or unchanged by the language of this agreement shall remain in force, and announce new policies not effecting or changing matters contained in this agreement. It is agreed that negotiations for a new contract will commence as soon as both parties agree after January 1, 2018.

ATTEST:



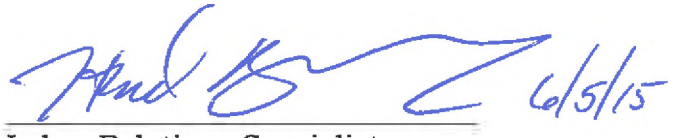
President, Board of
Education – Rondout Valley
Central School District



President, Rondout Valley
School Cafeteria



Superintendent of Schools

 6/5/15

Labor Relations Specialist

DATE 6/9/15

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
2014-15 Salary Schedule

<u>STEP</u>	<u>FOOD SERVICE WORKER</u>	<u>COOK</u>	<u>COOK/MANAGER</u>
1	9.58	12.36	12.99
2	9.78	12.63	13.40
3	9.95	12.90	13.82
4	10.16	13.17	14.26
5	10.37	13.45	14.72
6	10.57	13.74	15.25
7	10.77	14.02	15.77
8	10.98	14.30	16.29
9	11.19	14.60	16.81
10	11.39	14.93	17.34
11	11.60	15.29	17.85
12	11.81	15.66	18.38
13	12.07	16.02	18.89
14	12.31	16.40	19.42
15	12.65	16.78	19.95
16	12.99	17.16	20.46
17	13.38	17.54	20.99
18	13.86	17.92	21.50
19	14.29	18.30	22.03
20	14.72	18.68	22.55
21	15.25	19.05	23.07
22	15.75	19.43	23.59
23	16.25	19.81	24.12
24	16.78	20.19	24.63
25	17.34	20.57	25.16
26	17.60		
*	17.86		

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
2015-16 Salary Schedule

<u>STEP</u>	<u>FOOD SERVICE WORKER</u>	<u>COOK</u>	<u>COOK/MANAGER</u>
1	9.68	12.48	13.12
2	9.88	12.75	13.53
3	10.05	13.03	13.96
4	10.26	13.30	14.41
5	10.47	13.59	14.87
6	10.67	13.87	15.40
7	10.88	14.16	15.92
8	11.08	14.45	16.46
9	11.30	14.75	16.98
10	11.51	15.08	17.51
11	11.71	15.45	18.03
12	11.93	15.81	18.56
13	12.19	16.18	19.08
14	12.44	16.57	19.61
15	12.78	16.95	20.15
16	13.12	17.33	20.67
17	13.52	17.71	21.20
18	14.00	18.10	21.72
19	14.43	18.48	22.25
20	14.87	18.86	22.77
21	15.40	19.24	23.30
22	15.91	19.63	23.82
23	16.42	20.01	24.36
24	16.95	20.39	24.88
25	17.51	20.78	25.41
26	17.77		
	18.04		

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
2016-17 Salary Schedule

<u>STEP</u>	<u>FOOD SERVICE WORKER</u>	<u>COOK</u>	<u>COOK/MANAGER</u>
1	9.77	12.60	13.25
2	9.98	12.88	13.67
3	10.15	13.16	14.09
4	10.37	13.43	14.55
5	10.57	13.72	15.02
6	10.78	14.01	15.56
7	10.99	14.30	16.08
8	11.20	14.59	16.62
9	11.42	14.90	17.15
10	11.62	15.23	17.68
11	11.83	15.60	18.21
12	12.05	15.97	18.75
13	12.31	16.34	19.27
14	12.56	16.73	19.81
15	12.91	17.12	20.35
16	13.25	17.50	20.87
17	13.65	17.89	21.41
18	14.14	18.28	21.94
19	14.58	18.66	22.47
20	15.02	19.05	23.00
21	15.56	19.44	23.54
22	16.07	19.82	24.06
23	16.58	20.21	24.60
24	17.12	20.60	25.12
25	17.68	20.98	25.66
26	17.95		
27	18.22		
	18.22		

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
2017-18 Salary Schedule

<u>STEP</u>	<u>FOOD SERVICE WORKER</u>	<u>COOK</u>	<u>COOK/MANAGER</u>
1	9.87	12.73	13.39
2	10.08	13.01	13.80
3	10.25	13.29	14.24
4	10.47	13.57	14.70
5	10.68	13.86	15.17
6	10.89	14.15	15.71
7	11.10	14.44	16.24
8	11.31	14.74	16.79
9	11.53	15.04	17.32
10	11.74	15.38	17.86
11	11.95	15.76	18.39
12	12.17	16.13	18.93
13	12.44	16.51	19.46
14	12.69	16.90	20.01
15	13.04	17.29	20.55
16	13.39	17.68	21.08
17	13.79	18.07	21.63
18	14.28	18.46	22.16
19	14.72	18.85	22.70
20	15.17	19.24	23.23
21	15.71	19.63	23.77
22	16.23	20.02	24.30
23	16.75	20.41	24.85
24	17.29	20.80	25.38
25	17.86	21.19	25.92
26	18.13		
27	18.40		
*	18.40		