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Contract Database Metadata Elements

Title: **Maine-Endwell Central School District and School Lunch Association (2008)**

Employer Name: **Maine-Endwell Central School District**

Union: **School Lunch Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **5531**

Unit Size: **26**

Number of Pages: **12**

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CAF | 5531

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

of the

MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

and the

SCHOOL LUNCH ASSOCIATION

7/1 6/30
2008 – 2012

RECEIVED

DEC 18 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

11/2008

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EMPLOYMENT PROCEDURES AND PRACTICES

ARTICLE I - DURATION

- A. This agreement shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2012 and all benefits will terminate notwithstanding the provisions of any statute, rule, or law to the contrary in effect now or during the term of the contract.

ARTICLE II – RECOGNITION

A. PARTIES TO AGREEMENT

This agreement shall constitute the full and complete commitment between the Superintendent of Schools of the Maine-Endwell Central School District, hereinafter called the “District” and the School Lunch Association of the Maine-Endwell Central School District, hereinafter called the “Association” and consisting of part-time regular School Lunch employees including: Food Service Helper, Cook, and Cook/Manager.

ARTICLE III – EMPLOYMENT PROCEDURES

A. VACANCIES

All job vacancies in the Association shall be posted for all units. Notices of vacancies will be delivered to one person designated by the Association who will be responsible for the proper posting of the job vacancy.

On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association’s Officers and who is its designee for the purpose of vacancy notices.

B. SCHOOL CLOSINGS AND DELAYED OPENINGS

In the event schools are closed, or the opening of schools is delayed due to inclement weather, the following rules for payment of employees are hereby established:

1. In the event schools are closed for the day, cafeteria workers shall receive no pay for that day. In this instance however, a cafeteria worker may request a Personal Business day with pay. This leave will be in accordance with Article VII – Personal Leaves of this agreement.
2. In the event the opening of school is delayed for up to two hours, cafeteria workers shall be allowed to make up said lost time within the same payroll period.

3. Cafeteria workers shall be allowed a maximum of three paid days that can be used in the case of school closing, due to snow and ice conditions, made by the District. These days may be used in one-quarter day, one-half day or full-day increments and are non-cumulative if not used during the District's calendar year. The cafeteria worker must advise the District of the intent not to be present either before their normal starting time if the workday has not begun, or prior to leaving in the event the District has an early closing, due to snow conditions. This leave will be in accordance with Article VII – Personal Leaves of this agreement.

C. REPORT TO WORK

1. Local and Regents Examination Days and Early Dismissal Days From the Beginning of September to the End of May.

The school lunch association members will report to work during Local and Regents examination days and early dismissal days. Members will report to their originally assigned duties and be prepared to work their regular hours unless otherwise instructed. Members could be assigned to other food service areas per the district needs.

| |
|----------------------------------|
| BENEFITS AND COMPENSATION |
|----------------------------------|

ARTICLE IV – HEALTH INSURANCE

- A. Members, determined eligible by District policy and participating in the health insurance plan adopted by the Board of Education, agree to pay the following:

| | | | | | | |
|------------|-----------|-------|--|--------|-----------|-------|
| Individual | 2008-2009 | \$200 | | Family | 2008-2009 | \$600 |
| | 2009-2010 | \$250 | | | 2009-2010 | \$700 |
| | 2010-2011 | \$300 | | | 2010-2011 | \$800 |
| | 2011-2012 | \$350 | | | 2011-2012 | \$850 |

Those individuals who have retired from the Maine-Endwell Central School District in order to receive retirement benefits from the New York State Employees Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as employees actively employed by the District. The District shall provide such benefits without contribution on the part of the retiree in relation to an individual or family reimbursement plan. Upon the death of a retiree, a spouse may continue the reimbursement plan, paying the full charge for an individual benefit plan. Those school lunch employees hired on or after July 1, 2005 must actually work ten years for the Maine-Endwell school district in order to be eligible for health insurance benefits upon retirement from the Maine-Endwell Central School District.

The health reimbursement plan which is currently offered by the District to active employees provides basic Blue Cross/Blue Shield coverage, prescription co-pay shall be \$5.00 for generic drugs, \$10.00 for brand-name drugs, and \$27.00 for premium-named drugs and Major Medical deduction of \$75.00 for individuals and \$225.00 for family plans. Reference is made to the plan description booklet for a description of the plan.

The District is not required or responsible to make contributions to any government agency, such as the Social Security Administration on account of benefits that may be given or provided to a retiree. An example of such contribution is payment toward or on account of Medicare Part B charges.

The District shall pay each eligible employee, who elects not to participate in the Health Insurance Plan identified in this article a fixed sum of money or prorated portion thereof, as follows:

For the duration of this contract, all employees hired before June 30, 2009 a maximum of \$2629.20 for all existing employees.

For all new employees with an effective board date after July 1, 2009 a maximum amount of \$2100.00.

An employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

An employee who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

An employee who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in the Health Insurance Plan. The District reserves the right to restrict the number of times an employee elects to participate in the Health Insurance Plan or this alternative in any one school year.

ARTICLE V - FLEXIBLE BENEFIT PLAN

- A. A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, and as modified from time to time, shall be provided for eligible employees.

ARTICLE VI – HOLIDAYS

- A. All employees will receive 12 paid holidays per year, to be determined at the time the school year calendar is established. Holidays will be prorated to the nearest full day for employees working less than full-time.

ARTICLE VII – PERSONAL LEAVES

A. DEFINITION

1. **Immediate Family** – includes mother, father, son, daughter, spouse, brother and sister, step-children, grandchildren, and grandparents.
2. **Emergency Medical Attention** – includes situations requiring immediate medical attention of an emergency nature.
3. **Non-Emergency Medical Attention** – includes regularly scheduled medical appointments.

B. SICK LEAVE

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

An employee shall earn up to twelve sick leave days per year, accumulative without limit, at the rate of 1.2 days per month or major part of a month worked. An employee who is on extended sick leave must advise the District at least weekly and after each medical appointment of their medical condition and the prognosis for their return to work. The District reserves the right not to pay sick leave if the employee fails to abide by this provision.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

B.1. SICK BANK

Employees who are regularly appointed and serve four (4) clock hours per day or more may participate in the sick bank. The sick bank provides sick leave that may be borrowed from the district upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. A maximum of 200 days may be borrowed by an employee in a five (5) year period.

The employee must pay back the sick bank at the rate of 1.1 days for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave. Upon retirement or termination, any outstanding sick bank debts will be forgiven. However, no sick leave incentive will be paid to an employee with an outstanding sick bank debt.

An employee shall be eligible to borrow from the sick bank in the event of an extended illness. If the illness is not extended, then the employee must wait ten consecutive workdays before the employee shall be eligible to borrow from the sick bank. An extended illness is defined as a personal illness that prevents, or is expected to prevent, the employee from carrying out normal duties for ten consecutive workdays or more. Medical proof of the illness must be provided.

B.2. SICK LEAVE INCENTIVE

Sick leave incentive provides for partial payment of unused sick leave upon:

1. Retirement from the NYS Employees' Retirement System,
2. When a minimum of six (6) months written notice is given to the District prior to the retirement.

Payment is based on the following formula:

$$\frac{\text{Accumulated Sick Leave}}{2^*} \times 50\% \frac{\text{Highest 3 Year Final Average Salary}}{\text{Designated Work Year (in days) for the Position}} = \text{Maximum of \$8250}$$

*If Accumulated Sick Leave is equal to 200 days or more than the divisor 2 shall be eliminated. If Accumulated Sick Leave is 199 days or less that the divisor 2 shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

C. PERSONAL BUSINESS LEAVE

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

An employee shall be granted up to three (3) personal business leave days per year. An employee shall be entitled to carry-over no more than two (2) personal business leave days, but in no event shall an employee be entitled to use more than five (5) personal business leave days in any one school year. New employees' personal business leave days will be prorated on the basis of one (1) day per three (3) months or major part of month worked (maximum three (3) days) for employees entering the District during the school year. Any personal business leave days not used, or carried over, by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of ¼ day may be taken if coverage or a substitute is available for ¼ day.

All other personal business leave days must be taken in ½ day increments.

To be eligible for personal business leave, the supervisor must certify in writing to the superintendent that appropriate coverage is available.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.

3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreational purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

D. BEREAVEMENT LEAVE

Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

An employee shall be granted five (5) days per death. This time shall not be charged to sick leave and shall be non-cumulative.

E. SHORT-TERM LEAVE

Short-term leave is unpaid leave for absence of (ten) 10 days or less for personal business that cannot be conducted outside the school day or school year.

To be eligible for up to (ten) 10 days in a school year, the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least 10 days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. A similar short-term leave will not be applied for within the next two academic years next following the granting of a short-term leave.

Approval must be received by the District in writing prior to the leave. Further, the Superintendent may grant other short-term leave based upon circumstances satisfactory to him. Such leave may be granted upon written request to the Superintendent and his approval prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

F. LONG-TERM LEAVE

Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twelve (12) calendar months for personal business that cannot be conducted outside the school day or school year.

All long-term leaves must terminate on February 1 or July 1. All employees on leave must notify the District 90 days prior to the termination of the leave concerning their intention to return or not to return to the District.

To be eligible for long-term leave:

1. Written application must be made at least 90 calendar days in advance.
2. The supervisor must certify that appropriate coverage is available.
3. Board approval must be obtained prior to the leave.

G. RELIGIOUS OBSERVANCE

Employees shall be allowed up to three (3) paid days for religious observance per school year, where as a requirement of his/her religion he/she observes his/her Sabbath or other holy day, including a reasonable time prior and subsequent thereto for travel between his/her place of employment and his/her home. If additional days are necessary, the employee may charge these to available personal business leave or unpaid leave if personal business days are not available. Requests for same shall be made at least five (5) days in advance on a form provided by the District.

H. OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE VIII – RETIREMENT

- A. The District will provide the Retirement Plan of the New York State Employees Retirement System as required by law.

ARTICLE IX – SALARY

- A. For the period beginning July 1, 2008 and ending June 30, 2012 the rate for “continuing employees” shall be increased by the amount as indicated below. When used in this article, “continuing employee” is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned school lunch worker or one who is assigned to a new job title or job description, in relation to a particular pay year.

| | <u>Food Service Helper</u> | <u>Cook</u> |
|-----------|----------------------------------|----------------------------------|
| 2008-2009 | 4.6% + \$.01 per year of service | 4.6% + \$.01 per year of service |
| 2009-2010 | 4.6% + \$.01 per year of service | 4.6% + \$.01 per year of service |
| 2010-2011 | 4.6% + \$.01 per year of service | 4.6% + \$.01 per year of service |
| 2011-2012 | 4.6% + \$.01 per year of service | 4.6% + \$.01 per year of service |

| | <u>Cook Manager</u> |
|-----------|----------------------------------|
| 2008-2009 | 4.6% + \$.02 per year of service |
| 2009-2010 | 4.6% + \$.01 per year of service |
| 2010-2011 | 4.6% + \$.01 per year of service |
| 2011-2012 | 4.6% + \$.01 per year of service |

- B. Loyal Employee Reward: There shall be a salary increase of ten (10) cents per hour upon the completion of each five-year period, calculated from the first day of permanent employment.

ARTICLE X – OVERTIME

- A. Except where Federal Law provides otherwise, overtime will be paid at the rate of 1½ times the hourly rate for all time worked beyond the regularly scheduled 40 hour week regardless of whether or not a paid holiday occurs within the week.

ARTICLE XI – HOURLY COMPENSATION

- A. The District will pay \$12.50 per hour or the unit members regular hourly rate of pay whichever is higher for the following work assigned by the Cook-Manager, that is not related to the regular food service job duties:
1. Performing tasks as assigned in conjunction with the District's "Use of School Facilities" policy.
 2. Performing tasks for the District during evening and weekend hours.
- B. Additional Responsibility Pay – Cook Managers shall receive \$600, in addition to their regular yearly pay, for additional responsibilities.
- C. Employees who are assigned to serve in place of a Cook or Cook-Manager shall receive an increase of fifty (50) cents per hour starting on the first day and each consecutive day thereafter.

ARTICLE XII – FACILITIES COVERAGE

- A. There shall be at least one food service employee as assigned by the Cook-Manager to supervise the use of the kitchen when it is known in advance that an outside organization will use the kitchen for food service preparation or serving food.

ARTICLE XIII – ATTENDANCE INCENTIVES

- A. The school lunch association members will be eligible to receive an attendance incentive based upon the following criteria:
1. \$300.00 for perfect attendance
 2. \$150.00 for one day absence
 3. \$100.00 for two days absence

Perfect attendance will not be excused from the following:

1. personal business
2. sick time
3. deduct time
4. short and long term leave

Jury duty and bereavement days are not subject to the above.

School closings and snow days will not effect your attendance. Perfect attendance is based on the actual assigned working days of staff members beginning on the first day of the school year to the last assigned working day at the end of the school year.

The amount is to be paid as a stipend and not to be added to the salary of the employee.

MANAGEMENT NOTICES

ARTICLE XIII – MANAGEMENT RIGHTS

- A. The District retains the exclusive right to manage its educational operation and facilities, except as limited by this agreement.

ARTICLE XIV – SAVINGS CLAUSE

- A. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

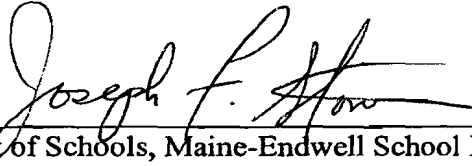
ARTICLE XV – STATUTORY NOTICE

- 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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVI – ZIPPER CLAUSE

- A. This agreement shall constitute the full and complete commitment between both parties and may not be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

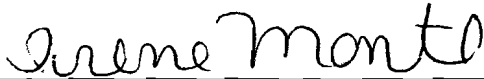
SIGNATURES



Superintendent of Schools, Maine-Endwell School District
Joseph F. Stoner

12-2-08

Date

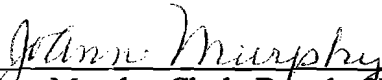


President, School Lunch Association
Irene Monte

12-4-08

Date

Appropriate Resolution Under Section 204a of the Taylor Law passed by the Board of Education
on December 11, 2008



JoAnn Murphy, Clerk, Board of Education

12/11/08

Date