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Title: **Canandaigua City School District and Canandaigua City School District Food Service Employees Association (2007)**

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Union: **Canandaigua City School District Food Service Employees Association**

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CAF / 4681

AGREEMENT

between

**THE SUPERINTENDENT OF SCHOOLS OF THE
CITY SCHOOL DISTRICT
OF THE CITY OF CANANDAIGUA**

and

**THE CANANDAIGUA CITY SCHOOL DISTRICT
FOOD SERVICE EMPLOYEES**

JULY 1, 2007 – JUNE 30, 2010

RECEIVED

DEC 26 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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I. PREAMBLE

THIS AGREEMENTS IS MADE THIS 1st day of July 2007, by and Between the SUPERINTENDENT OF SCHOOLS OF THE CANANDAIGUA CITY SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and the CANANDAIGUA CITY SCHOOL DISTRICT FOOD SERVICE EMPLOYEES' ASSOCIATION hereinafter referred to as the ASSOCIATION.

II. DURATION

This Agreement shall become effective July 1, 2007 and continue until June 30, 2010.

III. RECOGNITION

The Canandaigua City School District hereby recognizes the Food Service Employees' Association as the exclusive bargaining representative of the Food Service Negotiating Unit. The Food Service Negotiating Unit consists of all food service workers.

IV. DEFINITION

Full-time food service workers are those whose regular work schedule is six (6) hours or more per day.

Part-time food service workers are those whose regular work schedule is less than six (6) hours per day.

Food service workers include, for the purpose of this Agreement, all kitchen staff, such as Cook Manager, Cook, Assistant Cook and Food Service Helper, and other approved civil service titles that may be identified.

Those food service workers whose regular work schedule was five (5) hours or more per day during the 2003-2004 school year will continue to be defined as full-time food service workers.

V. PERSONAL LEAVE: BUSINESS DAYS

A. Each full-time food service worker shall be allowed two (2) days per year and each part-time food service worker shall be allowed one (1) day per year of leave with full pay for the purpose of transacting or attending to personal, legal, business or family matters which require absence during working hours. Such leave shall be available for reasons of hardship or pressing need, such as a personal legal matter, attending a graduation or wedding ceremony of a son or daughter or other similar matters. It is understood that this listing of permissible uses of personal leave is not meant to be exhaustive, but merely a guide to the types of absence

1 contemplated by this section. The leave shall not be used merely for personal
2 convenience or pleasure or on matters such as shopping, hunting, vacations, or
3 similar purposes. Except in emergencies, the Association member shall give the
4 Director of Food Service written notice on the form provided to take such leave at
5 least two (2) school days prior to the day of the proposed absence. It is not
6 necessary to indicate the specific reason for taking such leave, but it shall be
7 indicated that in the Association member's opinion, the need is pressing and that
8 the matter cannot be satisfactorily dealt with at a time other than during normal
9 working hours.

10
11 B. A notification form may be obtained from the Cook Manager or Cook in each
12 building.

13
14 C. "Notification for Personal Leave" form is shown in Appendix A.
15
16

17 VI. PERSONAL LEAVE: SICK LEAVE

18
19 A. Newly employed full-time and part-time Association personnel will earn one paid
20 sick leave day for each month worked for the first five months of employment. For
21 each year of the contract, paid sick leave benefits are not to exceed a total of (ten)
22 10 days for full-time employees, and (five) 5 days for part-time employees.
23

24 B. If hired before June 30, 2007, Association members who have accumulated sick
25 days as of June 2007 will be allowed to bank the sick days for service credit
26 granted toward retirement. Commencing July 1, 2007, unused earned sick days for
27 the 2007-2008 contract year will be paid out at a rate of 50% of the regular per
28 diem rate to VEBA at the end of each contract year.
29

30 C. Full-time employees shall be allotted ten sick days plus two personal business
31 days per school year. An employee may use all twelve as sick days or one as a
32 personal business day and eleven as sick days or two of the twelve as personal
33 business days and ten as sick days.
34

35 D. Part-time employees shall be allotted five sick days plus one personal business day.
36 An employee may use all six as sick days or one as a personal business day and
37 five as sick days.
38

39 E. In the event that a Association member requests and is granted an extended leave of
40 absence the Association member must provide a written declaration of their intent
41 to return to work that specifies the planned date of return. This written declaration
42 shall be completed minimally two (2) days prior to the commencement of the leave
43 request.
44
45
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1
2 **VII. EMERGENCY LEAVE FOR CRITICAL ILLNESS**
3 **OR DEATH IN THE IMMEDIATE FAMILY**
4

- 5 A. Critical illness means a life or death situation which the attending physician
6 considers sufficiently serious to require the staff member's presence at the bedside
7 of the sick or injured immediate family member.
8
- 9 B. Immediate family means: husband, wife, children, and any other members of the
10 same home; father and mother; brothers and sisters; grandfather, grandmother, and
11 grandchild; father- in-law and mother-in-law.
12
- 13 C. Up to three days absence with pay will be allowed for each critical illness or death
14 in the immediate family as defined in paragraph "B". For purposes of death in the
15 family, the definition of family shall be all those listed in paragraph "B" above plus
16 brother-in-law and sister-in-law. Leave periods described in this paragraph may be
17 extended at the discretion of the Superintendent.
18
- 19 D. The employee may be asked to present a certificate from the attending physician
20 when requesting leave for critical illness in the immediate family.
21
22

23 **VIII. UNIFORM ALLOWANCE**
24

- 25 A. The uniform and/or shoe allowance will be limited to \$150 per year for the term of
26 the contract. In addition, five (5) shirts and three (3) aprons will be provided every
27 two years by the District.
28
- 29 B. Association members shall receive payment upon presentation of a properly
30 submitted statement verifying the purchase. Personnel must submit proof of
31 uniform purchase to the school before June 1st of each contract year.
32
- 33 C. In the event the Districts fails to provide shirts and aprons, the uniform allowance
34 shall be increased by the cost of shirts and aprons.
35
36

37 **IX. HOLIDAYS**
38

39 All Association members will be provided eight paid holidays. These are:
40

41 New Year's Day
42 Martin Luther King Day
43 President's Day
44 Memorial Day
45 Columbus Day
46 Veterans' Day
47 Thanksgiving Day
48 Christmas Day

1 In addition, two (2) floating holidays will be identified by the Association
2 president by September 15 of each school year and submitted in writing to the
3 Director of Human Resources. The holidays must be identified as a day when
4 students are not in attendance.
5
6

7 X. HEALTH INSURANCE 8

9 A. The District will provide health insurance plan as follows:
10

11 Blue Cross/Blue Shield/Blue Million with 50% Rx (\$2/\$7 Maintenance)
12 Blue Choice Select (\$15 co-pay)
13 Blue Point II Select (\$15 co-pay)
14 Finger Lakes Health Plan Select (\$15 co-pay)
15 Blue Choice Preference
16 Blue Choice Value
17 Preferred Care TriVantage
18

19 B. For the 2007-08 school year, the District's financial responsibility is up to a
20 maximum as follows for full time employees:
21

22 \$681/month for family coverage
23 \$655/month for 2-person coverage
24 \$335/month for single coverage
25

26 C. Over the term of the contract, the District will increase its health insurance
27 contribution by using the following method:
28

- 29 a) Compute the average percent increase of the District's two (2) most utilized
30 health insurance plans from the previous school year.
31
32 b) Use the current calendar year's February CPI from the Bureau of Labor and
33 Statistics for the Northeast Region.
34
35 c) Subtract the CPI from the average percent increase referenced in letter "a"
36 and divided by two (2), then add the CPI to determine the increase for the
37 District.
38

39 EXAMPLE:

40		
41	A.) Two most utilized plans	Percent Increase
42	Excellus BC/BS	12%
43	Preferred Care	8%
44		
45	Total Increase	20%
46	Average Increase	10%
47		
48	B.) CPI from the February Bureau of Labor and Statistics =	3.5%
49		

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C.) Therefore, the increase calculation is illustrated in the formula below:

$$[\text{Average Increase}] - [\text{CPI}] = [\text{X}] \div 2 + \text{CPI} = \text{Percent Increase in District's Contribution}$$
$$10\% - 3.5\% = 6.5\% \div 2 + 3.25\% + 3.5\% = 6.75\%$$

D. Association members employed on a full-time basis shall receive 100% of the District's contribution as described above. Association members employed 3.5 to 5.5 hours each day shall receive 75% of the District's contribution as described above. Association members employed up to 3 hours each day shall receive 50% of the District's contribution as described above.

E. The District will provide the "Smile Saver Plan I" of the Rochester Blue Shield or an equivalent. The District will pay 50 percent of the premium cost for Association members considered full-time employees and 25 percent of the premium cost for members who qualify as part-time employees. For the purposes of the Dental Insurance, full-time and part-time are defined above in this section.

F. Health Insurance for Retired Association Members:

The District will pay health insurance premiums for retired full-time Association members that qualify for New York State Employee Retirement benefits with a minimum of ten (10) years continuous full-time service at 80% of single coverage for a period of no more than ten (10) years. Upon reaching age 65, the District will pay 100% of a Preferred Care Medicare HMO plan. If a retired unit member elects any other plan offered through the District and the cost of that plan exceeds that of the Board contribution for the Preferred Care Medicare HMO plan, the unit member will pay the additional cost.

Retired Association members that do not qualify for health insurance benefits at retirement may continue group coverage by assuming full payments.

XI. BENEFITS

A. Health Reimbursement Fund (VEBA)

a) If Association members use three (3) days or less of sick time and use nonpaid leave time, the District will contribute \$150 to a Health Reimbursement Fund for each full-time employee and \$100 for each part-time employee. Half-day requests will be considered as one full day.

b) In order to be eligible for the VEBA contribution, the Association member must be employed by the District as of October 1st of the then current contract year. The contribution shall occur on the first business day of October following the end of the fiscal year.

c) The Health Reimbursement Fund will comply with all Federal IRS rules and regulations that apply.

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- d) Upon the death of an active Association member who is survived by his/her spouse, child, or children eligible to receive benefits under VEBA, the surviving spouse, child or children will remain eligible for the payment of benefits under the VEBA plan until the account is fully exhausted or until such time as the surviving spouse, child, or children become ineligible. A surviving spouse shall become ineligible for benefit payments upon remarriage. Children will become ineligible for the benefit payments upon attaining age twenty-five (25).
- e) If upon the death of an active Association member there is no surviving spouse or eligible children to receive benefits under the VEBA plan, or if having been survived by one or more individuals eligible to receive benefits in respect of the VEBA account, such individuals become ineligible in the manner described in “d” above, the VEBA account balance will be paid to the Trustees of the deceased employee’s estate.

B. Flexible Spending Account:

The District will establish a Flexible Spending Account (FSA) under IRS guidelines for Section 125 plans for uninsured medical expenses (\$5,000 max./year) and dependent child care (\$5,000 max./yr). Each member may elect to contribute a portion of his/her salary into this account. Elections shall be effective on October 1 and shall run from October 1 to September 30. Administrative costs will be paid by the District. Funds not claimed in the claim year shall revert to the District for administrative costs.

XII. SICK LEAVE RESERVE

- A. The Board will make provision for a sick leave reserve to aid Association members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness. The intent of the sick reserve is to provide a safety net for those members who suffer a long-term illness or injury. The reserve is not intended to provide salary continuity for short-term illness or injury nor is it intended to cover cosmetic or elective procedures. Wherever possible, the member shall schedule procedures or treatments during the summer or at other times that would minimize absence from work.
- B. In order to be eligible to use the sick reserve, the member must be suffering from a disabling illness or injury that prevents the member from performing the essential duties of the position.
- C. Each Association member who chooses to participate will contribute one sick day by filing a signed authorization statement with the personnel office within the month of September or within 30 days after effective date of employment. When the number of available days falls below 25, participants must re-contribute one day to maintain membership. If the Reserve falls below 25 days, the Board will contribute 65 days. Unused days will carry over into the next school year.

1
2 D. Association members may use sick leave reserve days upon the following terms
3 and under the following conditions:
4

- 5 1. Association member must be an employee of the District on active status;
6
- 7 2. The Association member must have contributed at least one day of sick
8 leave to the reserve and maintained membership by contributing each time
9 the reserve fell below 25 days;
10
- 11 3. The Association member must have exhausted his or her regular paid sick
12 leave;
13
- 14 4. The Association member must have been absent with a qualifying illness or
15 injury for a number of consecutive days as determined by the following
16 formula: {40 days} minus {(Number of accumulated personal leave days as
17 of the start of the school year September 1) plus (ten divided by the
18 number of years service).}
19
- 20 5. The Association member must submit verification of the medical condition
21 by the physician subject to the approval of the supervising school physician;
22
- 23 6. If recurrence of the same illness requires additional absence, the
24 requirement under D4 will be waived and the Association member may be
25 eligible for additional days but not to exceed the maximum of 90 school
26 days allowed per school year.
27

28 E. There will be a limit of 90 days per Association member per school year under this
29 article. The total cumulative use any employee may make of the reserve is 180
30 days.
31

32 F. A committee consisting of a representative from each employee Unit shall
33 administer the reserve. The committee shall review requests and make
34 recommendations to the Superintendent for the use of sick leave reserve. The final
35 decision for granting of sick leave allowance from the Sick Leave Reserve rests
36 with the Superintendent of Schools.
37

38 G. This article is not subject to grievance.
39
40

41 **XIII. RETIREMENT BENEFITS**

42

43 A. The Board of Education has elected the option available under the Retirement
44 System so that unused sick leave may be credited toward the length of service at
45 the time of retirement.
46

47 B. The Board of Education has elected to provide the death benefit option available
48 under the New York State Employees' Retirement System, Section 60b.
49

1 C. All members of this Unit are eligible to participate in the New York State
2 Employees' Retirement Program. All who enroll after March 1, 1976 must
3 contribute 3% of their salary.
4
5

6 XIV. SALARY

7
8 Wages:

9
10 A. For the contract period, starting wages will be as follows:

11			
12	Cook Manager	1 Building	\$11/hour
13	Cook Manger	2 Buildings	\$13-14/hour
14	Cook		\$10/hour
15	Assistant Cook		\$8.50/hour
16	Food Service Worker Full Time		\$7.15/hour then .60/hour
17			increase after 6 months of
18			continuous employment
19	Food Service Worker Part Time		\$7.15/hour then .60/hour
20			increase after 6 months of
21			continuous employment
22			

23 B. In the first year of the contract, all Association members hired before July 1, 2007
24 will be entitled to a \$1.00 per hour increase to be added to their 2006-2007 hourly
25 wage for the 2007-2008 school year. In addition, the Cook Managers, Cooks, and
26 Assistant Cooks will receive an hourly increase of \$.32, \$.23, and \$.15,
27 respectively. The new amount will be considered their base hourly wage for the
28 2007-2008 school year and will be used for calculating all future increases.
29

30 C. In the second year of the contract, Cook Managers Cooks, and Assistant Cooks
31 base salary levels will be as defined in B above plus 4%. All other Association
32 members will receive a 4% increase.
33

34 D. In the third year of the contract, Cook Managers Cooks, and Assistant Cooks base
35 salary levels will be as defined in C above plus 4%. All other Association
36 members will receive a 4% increase.
37

38 E. Superintendent Conference Days: With regard to Opening Day(s), Association
39 members will be paid at time and one-half for one-half of the day and then at
40 regular wage for the other one-half of the day.
41

42 F. The Cook, Cook Manager, or other designated person who must report for work to
43 prevent food from spoiling on days when school is closed because of inclement
44 weather or other emergency, will be paid for a minimum of four hours at minimum
45 wage.
46
47
48

- 1 G. Association members whose regular work day begins before the official
2 announcement of school closing and who report to work in good faith shall be paid
3 for four hours or the number of hours in the regularly scheduled shift, whichever is
4 less, at the basic minimum wage rate. All Association members continue to be
5 responsible to listen to the approved radio stations for school closing information
6
- 7 H. Food service staff will be paid up to four hours at their regular hourly rate for
8 attendance at area conferences. This provision is limited to required conferences
9 and to not more than two per school year.
10
- 11 I. Association members working on special dinners or catering events outside of the
12 regular work day (i.e., evenings, weekends, or preparing food for Superintendent's
13 Conference Days) will be paid one and one-half times their hourly rate.
14 Association members employed in the summer will be paid their regular rate of
15 pay.
16
- 17 J. When a payday falls on a vacation day, checks will be issued on the last day of
18 work preceding the vacation day, whenever possible.
19
- 20 K. In the event that an Association member substitutes for a Cook or Cook Manager
21 for a minimum of 5 consecutive work days that Association member shall receive
22 an hourly supplement of \$1.00 per hour or an hourly wage of \$10.00 per hour,
23 whichever is higher, for the time worked as a substitute retroactive to the first day
24 of substitute service.
25
- 26 L. If the Federal minimum wage changes prior to July 1, 2007, the District and the
27 Association agree to negotiate the impact.
28
- 29 M. Food Service Workers will be paid for up to two (2) emergency days (school
30 closings) during each school year. Personal Days may be used by unit members if
31 there are more than two (2) emergency days in a school year
32
33

34 **XV. LONGEVITY SUPPLEMENT**

35

36 After completion of the 8th, 12th, 16th, 20th, 24th and 28th consecutive year of
37 service, unit members shall receive a bonus of \$600. This bonus shall be payable in the
38 last pay of June of the Association member's 8th, 12, 16th, 20th, 24, and 28th year of
39 continuous full time or part time service. The anniversary date of an employee hired prior
40 to March 1 of any school year shall be calculated on the previous July 1st. The
41 anniversary date of an employee hired after March 1st of any year shall be calculated on
42 July 1st of that year.
43

44 **XVI. NOTICE OF VACANCIES**

45

46 The District shall post all vacancies within the Association in each building.
47
48
49

1
2
3 **XVII. CONTINUATION OF EMPLOYMENT**

- 4 A. Persons designated to be included in the Food Service Association who were
5 employed during any school year will be assured continuous employment in the
6 same or similar position for the following school year, including periods following
7 school vacations and holidays, unless 14 days notice is given that employment will
8 be terminated.
- 9 B. Persons designated to be included in the Food Service Association who are
10 employed for the first time in any school year, will be assured continuous
11 employment in the same or similar position for the balance of the school year,
12 including periods following school vacations and holidays, unless 14 days notice is
13 given that employment will be terminated.
- 14
15 C. Customary vacation periods will be observed in accordance with the official
16 school calendar. It is expected that each employee of this Association will return to
17 work on the first scheduled work day for his/her particular position following each
18 holiday or vacation recess occurring during any school year.
- 19
20

21 **XVIII. SENIORITY**

22
23 Seniority shall be considered on a District-wide basis. Whenever reductions in
24 staff are necessary, the principle of last-hired, first-to-be-released, will be followed.
25 However, nothing in this provision shall require the promotion of an employee or transfer
26 to a responsibility for which he/she is not considered capable.

27
28

29 **XIX. IN-SERVICE TRAINING**

30
31 Up to four (4) mandatory in-service training sessions may be held during each
32 school year. Each employee will be required to attend these sessions and will be paid at
33 their regular rate for attendance.

34
35

36 **XX. TAX SHELTER ANNUITY**

37
38 The Association may take part in a tax sheltered annuity program, also known as a
39 403(b) program, provided by a Board approved insurance company designated by the
40 individual Association member wishing to take advantage of the program.

41
42

43 **XXI. PHYSICAL EXAMINATION**

44
45 Food Service employees may have any required physical examination performed
46 by a physician other than the school physician, but the employee is responsible for any fee
47 charged.

48

1 If any provisions of this Agreement or any application of the Agreement to any
2 employee or group of employees shall be found contrary to law, then such provision or
3 application shall not be deemed valid and subsisting except to the extent permitted by law,
4 but all other provisions or applications of the Agreement shall continue in full force and
5 effect.
6
7
8

9 IN WITNESS THEREOF, the parties hereunto set their hands

10 and seals this 17th day of July, 2007.
11
12
13
14

15 SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL DISTRICT OF THE
16 CITY OF CANANDAIGUA, NEW YORK
17

18 By Donald W. P...
19
20

21
22
23 CANANDAIGUA CITY SCHOOL DISTRICT FOOD SERVICE ASSOCIATION
24 PRESIDENT
25

26 By Ellen Aldridge
27
28

29
30 CANANDAIGUA CITY SCHOOL DISTRICT BOARD OF EDUCATION PRESIDENT
31

32 By Carolus C. Shepley
33

3
4 **SCHOOL FOOD SERVICE ASSOCIATION**

5
6 **Personal Leave**

7
8
9 A. Each full time food service worker shall be allowed two (2) days per year
10 and each part-time food service worker shall be allowed one (1) day per
11 year of leave with full pay for the purpose of transacting or attending to
12 personal, legal, business or family matters which require absence during
13 working hours. Such leave shall be available for reasons of hardship or
14 pressing need, such as a personal legal matter, attending a graduation or
15 wedding ceremony of a son or daughter or other similar matters. It is
16 understood that this listing of permissible uses of personal leave is not
17 meant to be exhaustive, but merely a guide to the types of absence
18 contemplated by this section. The leave shall not be used merely for
19 personal convenience or pleasure or on matters such as shopping, hunting,
20 vacations or similar purposes. Except in emergencies, the Unit member
21 shall give the Administrative Head of Food Service written notice on the
22 form provided to take such leave at least two (2) school days prior to the
23 day of the proposed absence. It is not necessary to indicate the specific
24 reason for taking such leave, but it shall be indicated that in the Unit
25 member's opinion, the need is pressing and that the matter cannot be
26 satisfactorily dealt with at a time other than normal working hours.

27
28 B. Notification forms may be obtained from the cook/manager in each
29 building.

30
31 C. Notification forms for personal leave shall read as follows:

32
33 (To be submitted in duplicate to the Administrative Head of Food Service at
34 least two days in advance of absence).

35
36 Under the provisions of the Agreement between the Food Service
37 Association and the School District, I intend to take personal leave on the
38 following date: _____.

39
40
41 Signature: _____ Date: _____

42
43
44 Receipt of Personal Leave Notification is acknowledged.

45
46
47 Signature: _____ Date: _____